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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

ROBERT VALLE JR., individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

ADRIAN ACOSTA, A PROFESSIONAL
DENTAL CORPORATION; and DOES 1
through 20, inclusive,

Defendants.

Case No. 30-2021-01238192-CU-OE-CXC
*Assigned for all purposes to Hon. Randall J.
Sherman, Dept. CX105*

**~~[REVISED PROPOSED]~~ ORDER
GRANTING FINAL APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT AND
ENTERING JUDGMENT**

Date: September 28, 2023
Time: 10:00 a.m.
Dept: CX105

**~~[REVISED PROPOSED]~~ ORDER GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE
ACTION SETTLEMENT AND ENTERING JUDGMENT**

1 This matter came on for hearing on September 28, 2023, at 10:00 a.m., in Department
2 CX105 of the above-captioned Court on the unopposed Motion for Final Approval of Class and
3 Representative Action Settlement pursuant to California Rule of Court 3.769, this Court's Order
4 Granting Preliminary Approval filed April 11, 2023, the Joint Stipulation of Settlement, and the
5 Amendments to Joint Stipulation of Settlement (collectively, "Settlement Agreement").

6 Having received and considered the Settlement Agreement, the supporting papers filed
7 by the Parties, and the evidence and argument received by the Court in conjunction with the
8 unopposed Motion for Preliminary Approval of Class and Representative Action Settlement and
9 the instant Motion for Final Approval, the Court grants final approval of the Settlement and
10 HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

11 1. This Order incorporates by reference the definitions in the Settlement Agreement
12 attached as Exhibit 1 and Exhibit 2 to the Declaration of Fawn F. Bekam in Support of
13 Plaintiff's Motion for Final Approval of Class and Representative Action Settlement. All terms
14 defined therein shall have the same meaning in this Order.

15 2. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent
16 to each Class Member by first-class mail. These papers informed the Class of the terms of the
17 Settlement, their right to receive an Individual Settlement Payment, their right (a) to comment
18 on or object to the Settlement, (b) to request exclusion from the Settlement and pursue their own
19 remedies, and (c) to appear in person or by counsel at the final approval hearing and to be heard
20 regarding approval of the Settlement. Adequate periods of time were provided by each of these
21 procedures. No member of the Class filed a written objection to the proposed Settlement as part
22 of this notice process or stated an intention to appear at the final approval hearing. Three
23 individuals have requested exclusion from the Settlement: Dorrie L. Sandoval, Judy Ann
24 Swaim, and Carol Antonious.

25 3. The Court finds and determines that this notice procedure afforded adequate
26 protections to Class Members and provides the basis for the Court to make an informed decision
27 regarding approval of the Settlement based on the responses of the Class. The Court finds and
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determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

4. With respect to the Class and for purposes of approving this Settlement only, this Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class, and there is a well-defined community of interest among members of the Class with respect to the subject matter of the Action; (c) the claims of the Class Representative are typical of the claims of the members of the Class; (d) the Class Representative has fairly and adequately protected the interests of the members of the Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their individual and representative capacities for the Class.

5. The Court has certified a Class, as that term is defined in and by the terms of the Settlement Agreement as all current and former non-exempt employees employed by Defendant at any time during the Class Period of December 22, 2017 through June 22, 2022, and the Court deems this definition sufficient for purposes of California Rule of Court 3.765(a).

6. The PAGA Group consists of all current and former non-exempt employees employed by Defendant at any time between December 22, 2020 through June 22, 2022.

7. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

8. The Court hereby confirms Plaintiff Robert Valle Jr. as the Class Representative in this Action.

9. The Court finds and determines that the terms set forth in the Settlement Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement according to its terms, having found that the Settlement was reached as a result of informed and non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds that the Parties conducted extensive investigation, research, and discovery and that their attorneys were able to reasonably evaluate their respective positions. The Court also finds that the Settlement will enable the Parties to avoid additional and potentially substantial litigation

costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of the Settlement and recognizes the significant value accorded to the Class.

10. The Court further finds and determines that the terms of the Settlement are fair, reasonable and adequate to the Class and to each Class Member and PAGA Group Member, and that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

11. The Court hereby approves the Gross Settlement Amount of \$400,000.00.

12. The Court finds and determines that the Individual Settlement Payments to be paid to Participating Class Members as provided for by the Settlement are fair and reasonable, as is the methodology used to calculate and distribute each Individual Settlement Payment. The Court hereby gives final approval to that and orders the payment of those amounts be made to the Participating Class Members in accordance with the Settlement Agreement. The Court finds and determines that, pursuant to section 3.06(f) of the Settlement Agreement, Participating Class Members shall have 180 days from the date their Individual Settlement Payment checks are issued to cash their Settlement checks. Any checks that are not cashed upon the expiration of that 180-day period will be void, and the uncashed funds shall be paid to the State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

13. The Court finds and determines that payment of \$20,000.00 for the release of PAGA claims and civil penalties in this case, 75% of which (\$15,000) will be paid to the California Labor and Workforce Development Agency, and 25% of which (\$5,000) will be distributed to PAGA Group Members, is fair, reasonable, and appropriate. The Court hereby gives final approval to that and orders that payments of these amounts be made in accordance with the Settlement Agreement.

14. The Court finds and determines that the fees and expenses in administering the Settlement incurred by Phoenix Settlement Administrators in the amount of \$8,500.00 are fair and reasonable. The Court hereby gives final approval to that and orders the payment of that amount in accordance with the Settlement.

1 15. The Court finds and determines the Incentive Award of up to \$5,000 for the
2 Class Representative is fair and reasonable. The Court hereby orders the Administrator to make
3 this payment to the Plaintiff/Class Representative in accordance with the terms of the
4 Settlement Agreement.

5 16. Pursuant to the terms of the Settlement, and the authorities, evidence and
6 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in
7 the sum of \$133,333.33 and litigation costs of \$11,332.22.

8 17. The Court finds such amounts to be fair and reasonable. The Court hereby orders
9 the Settlement Administrator to make these payments in accordance with the terms of the
10 Settlement Agreement.

11 18. The Court finds and determines that upon the date Defendant transfers the Gross
12 Settlement Amount to the Settlement Administrator, Plaintiff and each of the Class Members
13 who did not opt out release the following claims on behalf of themselves and their respective
14 former and present representatives, agents, heirs, administrators, successors, and assigns,
15 against Defendant and the Released Parties:

16 Any and all claims alleged or that could have been alleged based on
17 the facts alleged in the Operative Complaint and PAGA Notice,
18 during the Class Period, including but not limited to (1) failure to
19 pay minimum wages; (2) failure to pay overtime wages; (3) failure
20 to provide meal periods; (4) failure to authorize or permit rest
21 periods; (5) failure to reimburse business expenses; (6) failure to
22 pay wages upon separation of employment and within the required
23 time; (7) failure to furnish accurate itemized wage statements; and
24 (8) violation of California Business and Professions Code §§17200,
25 *et seq.*, based on alleged violations of Labor Code sections 201,
26 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5,
27 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and the
28 Industrial Welfare Commission Wage Orders.

1 19. The Court finds and determines that upon the date Defendant transfers the Gross
2 Settlement Amount to the Settlement Administrator, Plaintiff, the State of California, and the
3 PAGA Group Members release the following claims on behalf of themselves and their
4 respective former and present representatives, agents, heirs, administrators, successors, and
5 assigns, against Defendant and the Released Parties:

6 All claims alleged or that could have been alleged based on the
7 facts alleged in Plaintiff's PAGA Notice(s) sent to the LWDA and
8 alleged in the operative complaint, which arose during the PAGA
9 Period, including but not limited to (1) failure to pay minimum
10 wages; (2) failure to pay overtime wages; (3) failure to provide
11 meal periods; (4) failure to authorize or permit rest periods; (5)
12 failure to reimburse business expenses; (6) failure to pay wages
13 upon separation of employment and within the required time; and
14 (7) failure to furnish accurate itemized wage statements, based on
15 alleged violations of Labor Code sections 201, 202, 203, 204, 210,
16 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194,
17 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698 *et seq.* and the
18 Industrial Welfare Commission Wage Orders, regardless of whether
19 PAGA Group Members opt out of the Class Settlement.

20 20. The Court finds and determines that Plaintiff Robert Valle, Jr. and his former and
21 present spouses, representatives, agents, attorneys, heirs, administrators, successors, and
22 assigns, release Defendant and the Released Parties from any and all claims, actions, charges,
23 complaints, grievances, transactions, occurrences and causes of action, of any nature arising
24 from Plaintiff's employment with Defendant, whether known or unknown, which exist or may
25 exist as of the Parties' execution of the Settlement Agreement. As set forth in section 5.03 of
26 the Settlement Agreement, Plaintiff releases any unknown claims and waives any right or
27 benefit under California Civil Code section 1542.
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1 21. In accordance with California Rules of Court 3.771(b), the Parties are ordered to
2 give notice of this Judgment to all Class Members, which is to be provided with Class
3 Members' Individual Settlement Payments.

4 22. Without affecting the finality of this order or the entry of judgment in any way,
5 the Court retains jurisdiction of all matters relating to the interpretation, administration,
6 implementation, effectuation, and enforcement of this order and the Settlement, pursuant to
7 Code of Civil Procedure section 664.6.

8 23. Neither Defendant, the Released Parties, nor any related persons or entities shall
9 have any further liability for costs, expenses, interest, attorneys' fees, or for any other charge,
10 expense, or liability, except as provided for by the Settlement Agreement.

11 24. Neither the making of the Settlement Agreement nor the entry into the
12 Settlement Agreement constitutes an admission of liability by Defendant or the Released
13 Parties, nor is this order a finding of the validity of any claims in this case or of any other
14 wrongdoing. Further, the Settlement Agreement is not a concession, and shall not be used as an
15 admission of any wrongdoing, fault, or omission of any entity or persons; nor may any action
16 taken to carry out the terms of the Settlement Agreement be construed as an admission or
17 concession by or against Defendant, the Released Parties, or any related person or entity.

18 25. Nothing in this order shall preclude any action to enforce the Parties' obligations
19 under the Settlement or under this order, including the requirement that Defendant make
20 payment to the Participating Class Members in accordance with the Settlement.

21 26. Upon completion of administration of the Settlement, the Settlement
22 Administrator shall provide written certification of such completion to the Court and counsel for
23 the Parties, which shall be filed with the Court at least 16 days before the Final Report Hearing
24 date set for **July 12, 2024 at 10:00 a.m. in Dept. CX105.**

25 27. The Court hereby enters final judgment in accordance with the terms of the
26 Settlement Agreement, the Order Granting Preliminary Approval of Class and Representative
27 Action Settlement filed on April 11, 2023, and this Order.

1 28. The Parties will bear their own costs and attorneys' fees except as otherwise
2 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and
3 litigation costs.

4 **IT IS SO ORDERED.**

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6 Dated: **September 28, 2023**


THE HON. RANDALL J. SHERMAN
Judge of the Superior Court