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Attorneys for Plaintiffs, CHARITY CARRASCO,
on behalf of herself and all others similarly situated
and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

CHARITY CARRASCO, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

O.H. BARKHORDAR D.D.S., INC., a
California corporation; O.H. BARKHORDAR
DENTAL GROUP, INC., a California
corporation; OMID BARKHORDAR
DENTAL CORPORATION, a California
corporation; OMID HAMID BARKHORDAR
DENTAL INC., a California corporation;
BARKHORDAR DENTAL, INC., a
California corporation; OMID R
BARKHORDAR DDS, INC., a California
corporation; OMID RABI BARKHORDAR
D.D.S., INC., a California corporation; O.R.
H.R. BARKHORDAR DENTAL, INC., a
California corporation; O.R. BARKHORDAR
D.D.S, INC., a California corporation; RABI
BARKHORDAR DENTAL GROUP, INC., a
California corporation; CARE HO
ENTERPRISES, LLC, a California limited
liability company; OB HB BARKHORDAR
DENTAL, INC., a California corporation; H O
BARKHORDAR DENTAL CORPORATION,
a California corporation; OMID
BARKHORDAR, an individual; HAMID
BARKHORDAR, an individual; and DOES 1
through 100 inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles
05/20/2024
David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

CASE NO.: 22STCV21188
[Assigned for all purposes to the Hon.
Lawrence Riff in Dept. 7]

~~[PROPOSED]~~ JUDGMENT

JUDGMENT

Pursuant to the Order Granting Final Approval of the Class and Representative Action Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

1. Judgment in this matter is entered in accordance with the Court’s Order Granting Motion for Final Approval of Class and Representative Action Settlement (“Order Granting Final Approval”) and the parties’ Class and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”). All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. The “Settlement Class” (“Settlement Class Members” or “Class Members”) means all individuals who worked for defendants O.H. Barkhordar D.D.S., Inc., O.H. Barkhordar Dental Group, Inc., Omid Barkhordar Dental Corporation, Omid Hamid Barkhordar Dental, Inc., Barkhordar Dental, Inc., Omid R. Barkhordar D.D.S., Inc., Omid Rabi Barkhordar D.D.S., Inc., O.R. H.R. Barkhordar Dental, Inc., O.R. Barkhordar D.D.S, Inc., Rabi Barkhordar Dental Group, Inc., Care HO Enterprises, LLC, OB HB Barkhordar Dental, Inc., H O Barkhordar Dental Corporation, Omid Barkhordar, and Hamid Barkhordar (collectively, “Defendants”) as hourly-paid, non-exempt employees in the State of California at any time during the period from June 29, 2018 through August 21, 2023 (“Class Period”).

3. “Aggrieved Employees” means all individuals who worked for Defendants as hourly-paid, non-exempt employees in the State of California at any time during the period from June 29, 2018 through August 21, 2023.

4. One (1) Class Member opted out of the Settlement and zero (0) Class Members objected to the Settlement. The individual who opted out of the Settlement is Jahari J. King.

5. Defendants shall fully fund the Gross Settlement Amount, \$400,947.12, and also fund the amounts necessary to fully pay Defendants’ share of payroll taxes by transmitting the funds to the Administrator no later than 21 calendar days after the Effective Date. “Effective Date” means the date when all of the following events have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the

1 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members
2 objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment;
3 or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the
4 Judgment and issues a remittitur.

5 6. All funds shall be distributed to the Settlement Administrator, Class Counsel, Plaintiffs,
6 the Labor and Workforce Development Agency (“LWDA”), Participating Class Members, and
7 Aggrieved Employees pursuant to the Order Granting Final Approval.

8 7. Individual Settlement Payment and Individual PAGA Payment checks shall remain
9 valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance.
10 Within seven (7) calendar days after expiration of the 180-day period, checks for such payments
11 shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or
12 abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”). The
13 Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384,
14 shall be transmitted to the California Controller’s Unclaimed Property Funds in the name of the
15 Class Member thereby leaving no “unpaid residue” subject to requirements of California Code of
16 Civil Procedure Section 384.

17 8. Effective upon entry of Judgment, the Order granting Final Approval of this
18 Settlement, and on the date when Defendants fully fund the entire Gross Settlement Amount and
19 fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
20 Participating Class Members will release all claims against all Released Parties as follows: For the
21 duration of the Class Period, all Participating Class Members, on behalf of themselves and their
22 respective former and present representatives, agents, attorneys, heirs, administrators, successors
23 and assigns, release the Released Parties from all claims that were alleged or reasonably could have
24 been alleged based on the facts stated in the Operative Complaint including: (1) failure to pay
25 overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or
26 compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5)
27 failure to pay all wages due upon separation; (6) failure to provide accurate wage statements; (7)
28 failure to timely pay wages; (8) failure to indemnify; and (8) engaging in unfair competition (the

1 “Class Released Claims”).

2 9. Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
3 and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all
4 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Aggrieved
5 Employees will release all claims against all Released Parties as follows: For the duration of the
6 PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their
7 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
8 and assigns, the Released Parties from all claims for PAGA penalties that were alleged in the PAGA
9 Action, or reasonably could have been alleged based on the facts stated in the PAGA Notice and in
10 the Operative Complaint, including claims for PAGA penalties pursuant to Labor Code sections 210,
11 226.3, 558, 1197.1, and 2699 in connection with alleged violations of Labor Code sections Labor
12 Code sections 96, 98.6, 200, 201, 202, 203, 204, 226, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 432,
13 510, 512,, 1102.5, 1174, 1174.5, 1194, 1197, 1197.5, 1198.5, 2802, 2810.3, and 2810.5 (the “PAGA
14 Released Claims”). The Class Released Claims and PAGA Released Claims shall be referred to
15 herein as the “Released Claims.”

16 10. The “Released Parties” shall include: Defendants and each of its past, present, and future
17 subsidiaries, dba’s, affiliates, parents, joint venturers, insurers and reinsurers, and company-
18 sponsored employee benefit plans of any nature, and their successors and predecessors in interest,
19 including all of their respective officers, directors, shareholders, employees, agents, principals,
20 heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries,
21 trustees and agents.

22 11. This document shall constitute a Judgment for purposes of California Rules of Court,
23 Rule 3.769(h).

24
25 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

26
27 Dated: 05/20/2024 2024



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff / Judge

Judge of the Superior Court