

MAY 02 2024

CLERK OF THE COURT

BY: [Signature] Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

DEPARTMENT 613

MARIANNE RAMIREZ and WENDY
CAMPBELL, individually and on behalf of other
members of the general public similarly situated,

Plaintiffs,

v.

DELTA DENTAL OF CALIFORNIA, a
California Corp.; and DOES 1–100 inclusive,

Defendant.

Case No. CGC-21-589648

ORDER GRANTING MOTION
FOR FINAL APPROVAL

Before the Court is a motion by Marianne Ramirez and Wendy Campbell for final approval of the class settlement, including related PAGA penalties¹, reached with defendant Delta Dental of California. The motion came on for hearing on May 2, 2024, at 10:30 a.m. in Department 613, the Honorable Andrew Y.S. Cheng presiding. Douglas Han (Justice Law Corporation) appeared in person for Plaintiffs. Scott Morrison (Orrick, Herrington & Sutcliffe LLP) appeared via CourtCall for Defendant. The motion is unopposed and no class members objected in writing or independently appeared at the hearing, either *pro se* or through counsel, to discuss or object to the motion. The Court has thoroughly reviewed and

¹ Although not subject to two-stage review like class settlements, settlements of PAGA claims are still subject to judicial review under Labor Code section 2699, subdivision (1)(2). (See generally *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 89.) Although PAGA actions are not class actions—more closely resembling *qui tam* proceedings—courts often review PAGA settlements using the class action criteria of fairness, adequacy, and reasonableness. (*Haralson v. U.S. Aviation Svcs. Corp.* (N.D. Cal. 2019) 383 F.Supp.3d 959, 971–72.) The Court references the PAGA penalties that are part and parcel of this settlement in holistically evaluating the global resolution of the class and PAGA claims in this action, but the Court notes this distinction between the settlement components to ensure clarity.

1 analyzed all of the briefing and evidence along with the oral arguments of counsel. On that basis, the
2 Court **GRANTS** the motion for final approval of the third amended settlement agreement attached here
3 as **Exhibit A** (the "Settlement Agreement"), **RESERVES** a compliance hearing for **September 18,**
4 **2024, at 2:00 p.m.** with compliance statement due by **September 11, 2024,** and **ORDERS** as follows.

- 5 1. All terms or phrases used in this order shall have the same meaning as in the Settlement
6 Agreement unless otherwise specified.
- 7 2. For settlement purposes only, the Court finds the Settlement Class (defined below) meets the
8 requirements for certification under Code of Civil Procedure section 382. More specifically: (1) he
9 proposed Settlement Class is numerous and ascertainable; (2) there are predominant common
10 questions of law or fact; (3) Plaintiffs' claims are typical of the claims of the members of the
11 proposed Settlement Class; and (4) a class action is superior to other methods to efficiently
12 adjudicate this controversy through settlement.
- 13 3. Based on the foregoing, the Court certifies the following Settlement Class:

14 *All current and former hourly-paid or non-exempt Professional and*
15 *Clerical employees who are or were employed by Defendant Delta Dental*
16 *of California ("Defendant") within the state of California at any time*
during the period from August 10, 2016 to February 8, 2023 ("Class
Period"), which includes the following job titles:

17 *Office Service Generalist, Secretary, Account Manager, Account Services*
18 *Coordinator, Accounting Specialist, Accounts Payable Analyst, Accounts*
19 *Payable Specialist, Accounts Receivable Specialist, Administrative*
20 *Assistant, Administrative Coordinator Delta Federal Services, Appeal*
21 *Representative, Appeals Specialist, Associate Customer Advocate, Associate*
22 *Operations Analyst, Associate Quality Analyst, Associate Service Desk*
23 *Analyst, Audit Review Clerk, Bank Reconciliation Analyst, Benefits*
24 *Specialist, Billing & Reconciliation Specialist Senior, Billing Analyst,*
25 *Billing Clerk, Billing Configuration Specialist, Billing Specialist, Billing*
26 *Specialist Senior, Business Analyst I, Claims Examiner I (NU), Claims*
27 *Processing Coordinator, Claims Processing Specialist, Claims/Customer*
28 *Service Auditor, Collection and Group Services Analyst, Communications*
Clerk, Computation Clerk, Computer Operator II, Computer Operator III,
Contracts Analyst, Coordinator Collections & Group Services, Coordinator
Marketing, Coordinator Professional Services, Correspondence Clerk,
Correspondence Specialist, Customer Relations Analyst, Customer
Relations Specialist, Customer Service Associate, Customer Service Clerk,
Customer Service Representative, Customer Service Representative I,
Customer Service Representative II, Customer Service Representative II –
D2C, Customer Support Clerk, Data Entry Operator, Data Entry
Operator/Imaging Tech, Dental Auditor, Deskside Support I, Deskside
Support II, Desktop Administrator I, Desktop Administrator II, Desktop
Engineer II, EDI Analyst, Edit Clerk, eEnrollment Analyst, eEnrollment
Specialist, Electronic Data Specialist, Eligibility & Enrollment Clerk,

1 Eligibility Administration Representative, Eligibility Clerk, Eligibility
2 Updater, Enrollment Specialist, Escalation Coordinator, Executive
3 Assistant I, Expeditor, Facilities Assistant, File Clerk, Graphics Clerk,
4 Group Claims Analyst, Group File Analyst – Client Services, Group
5 Records Specialist, Human Resources Assistant, Human Resources
6 Specialist, Imaging Technician, Insert Mail Machine Operator, Intern,
7 Legal Administrator, Legal Specialist, LMS Administrator, Mail Clerk, Mail
8 Clerk II, Mail Clerk III, Mail Machine Operator, Management Expeditor,
9 Messenger, Open Enrollment Assistant, Open Enrollment Benefits Enroller,
10 Operations Analyst, Operations Analyst II, Operations Assistant, OPEX
11 Machine Operator, Ortho Expeditor, Paralegal, Patient Coordinator,
12 Payroll Administrator, Payroll Analyst, People Connect Agent, Printing
13 Assistant, Printing Operator, Problem Correction System Coordinator,
14 Procurement Specialist, Professional Relations Network Liaison, Proposal
Development Specialist, Provider Administration Specialist, Provider
Concierge Specialist, Publications Specialist, QA/QM Coordinator, Quality
Assurance Analyst, Regulatory Complaint Coordinator, Reporting
Specialist, Review Assistant, Review Assistant Senior, S/URS Liaison, Sales
Assistant, Scanning Clerk, Secretary Executive, Security Engineer I, Senior
Grievance & Appeals Coordinator, Service Desk Analyst I, Service Desk
Analyst II, Sort Clerk, Sort Entry Clerk, Statistical Clerk, Student Intern,
Study Model Clerk, Support Center Analyst I, Systems Analyst I, Tape
Librarian II, TASC Analyst II, Team Lead Customer Service, Technical
Writer, Telephone Inquiry Specialist, Telephone Representative, Telephone
Representative – Bilingual, Telephone Service Center Clerk, Training
Assistant, Word Processing Operator, and Workforce Management
Coordinator.

- 15 4. The following individuals submitted opt-out requests, are **EXCLUDED** from the class, and shall
16 not share in the proceeds of the settlement: (1) Sean Weiner; (2) Sandra L. Brown; (3) Carolyn
17 Marie Ramsing-Contreras; (4) Francine Anderson; and (5) Diana Jones. (Singh Decl., ¶ 12.)
- 18 5. The notice and plan of distribution approved by this Court met the requirements of due process and
19 constituted the best notice practicable under the circumstances. As set forth in the declaration of
20 Laura Singh, CPT Group, Inc. distributed notice in compliance with this Court's preliminary
21 approval order and the Settlement Agreement. The Court finds the administration process to date
22 was adequate and comported with due process.
- 23 6. The Court hereby approves payment of administration expenses to CPT Group, Inc. in the amount
24 of **\$28,750**. (Singh Decl., Ex. 2.) CPT Group, Inc. shall continue to serve as settlement administrator
25 and shall, *inter alia*, disburse payments in accordance with the terms of the Settlement Agreement
26 and this Court's final approval orders.
- 27 7. The Court finally approves the settlement as fair, reasonable, and adequate taking into consideration
28 the nature of the claims and the risks inherent in such claims, including the risks of continued

1 litigation, the result obtained, the absence of objections, and the fact that this settlement represents a
2 compromise of the parties' respective positions rather than the result of a finding of liability at trial.
3 In approving the settlement, the Court evaluated and approves as a possible *cy près* recipient Legal
4 Aid at Work in the event that there remain unclaimed settlement funds after the second-round
5 distribution to members of the Settlement Class.

6 8. For settlement purposes only, the Court appoints plaintiffs Marianne Ramirez and Wendy
7 Campbell as class representatives.

8 9. For settlement purposes only, Justice Law Corporation is designated as Class Counsel.

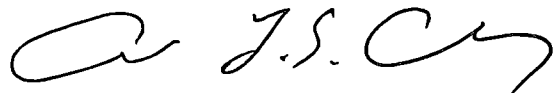
9 10. The Court reserves a compliance hearing for **September 18, 2024, at 2:00 p.m.** No later than
10 **September 11, 2024**, the parties shall submit a joint statement setting forth disbursements made, a
11 summary accounting, the number and value of any uncashed settlement checks, and any unresolved
12 issues or other matters the parties need to bring to the Court's attention. The joint statement should
13 include or be accompanied by a declaration from CPT Group, Inc. as needed.

14 11. A copy of this order, the concurrent order on fees, costs, and service awards, and the final judgment
15 shall be served upon the LWDA within **5 days** of this order.

16 12. Pursuant to Code of Civil Procedure section 664.6, and Rule 3.769(h) of the California Rules of
17 Court—and without impacting the finality of this order—the Court retains jurisdiction over
18 Plaintiffs, all members of the Settlement Class, and Defendant for the purpose of supervising the
19 implementation, enforcement, construction, administration, and interpretation of the Settlement
20 Agreement and this order.

21 IT IS SO ORDERED.

22
23 Dated: May 2, 2024



24 ANDREW Y.S. CHENG
25 Judge of the Superior Court
26
27
28

EXHIBIT A

1 ERIN M. CONNELL (SBN 223355)
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10 Attorneys for Defendant
11 Delta Dental of California

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17 Attorneys for Plaintiffs

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA

19 CITY AND COUNTY OF SAN FRANCISCO
20

21 MARIANNE RAMIREZ and WENDY
22 CAMPBELL, individually, and on behalf of
other members of the general public similarly
23 situated,

24 Plaintiffs,

25 v.

26 DELTA DENTAL OF CALIFORNIA, a
California Corporation; and DOES 1 through
27 100, inclusive,

28 Defendants.

Case No. CGC-21-589648

**THIRD AMENDED JOINT
STIPULATION OF CLASS AND PAGA
ACTION SETTLEMENT AND
RELEASE**

1
2 **CLASS AND PAGA ACTION SETTLEMENT AGREEMENT**

3 This Joint Stipulation of Class and PAGA Action Settlement and Release ("Settlement
4 Agreement," "Settlement," or "Agreement") is made and entered into between Marianne Ramirez
5 and Wendy Campbell (collectively, "Plaintiffs"), individually and as representatives of the Class
6 Members and Aggrieved Employees, and Defendant Delta Dental of California ("Defendant")
7 and is subject to the terms and conditions herein and the approval of the Court. Plaintiffs and
8 Defendant are referenced collectively herein as "the Parties."

9 **I. CONDITIONAL NATURE OF SETTLEMENT**

10 This Agreement is made for the sole purpose of settling the above-captioned action on a
11 class and representative basis. This Settlement is made in compromise of disputed claims as set
12 forth in the case entitled *Ramirez, et al. v. Delta Dental of California*, Case No. CGC-21-589648,
13 pending in the Superior Court of California, County of San Francisco. This action will be referred
14 to herein as "the Action." The Settling Parties (as defined in Section 2 of this Agreement) enter
15 into this Agreement on a conditional basis.

16 Furthermore, in the event that the Court does not enter the Final Approval Order, or a
17 Judgment is not entered in the Action, or the conditions precedent are not met for any reason, this
18 Settlement shall be deemed void *ab initio*, it shall be of no force or effect whatsoever, it shall not
19 be referred to or utilized for any purpose whatsoever, and the negotiations, terms, and entry of the
20 Agreement shall remain subject to the provision of California Evidence Code §§ 1119 and 1152
21 and any other analogous rules of evidence that might apply.

22 Defendant denies all claims as to liability, damages, penalties, interest, fees, restitution,
23 injunctive relief, and all other forms of relief as well as the representative allegations asserted in
24 the Action. Defendant has agreed to resolve the Action through this Settlement, but to the extent
25 this Settlement is deemed void, Defendant does not waive, but rather expressly reserves, all rights
26 to challenge all such claims and allegations in the Action upon all procedural and factual grounds,
27 including without limitation the ability to challenge class or representative action treatment on
28 any grounds, as well as asserting any and all other potential defenses or privileges. The Plaintiffs

1 and Plaintiffs' Counsel agree that Defendant retains and reserves these rights. Specifically, the
2 Plaintiffs and Plaintiffs' Counsel agree not to argue or present any argument that, in the event this
3 Settlement is not approved in full, Defendant could not file a later motion or opposition that
4 contests the certifiability or manageability of the claims of this Action if it proceeds on a class or
5 representative basis or assert any and all other potential defenses and privileges if this Action
6 were to proceed. The Plaintiffs and Plaintiffs' Counsel hereby waive such arguments and agree
7 they will not take a position contrary to this provision. The Parties intend this Agreement to fully,
8 finally, and forever resolve, discharge, and settled the Released Claims upon and subject to the
9 terms and conditions hereof.

10 **II. DEFINITIONS**

- 11 1. "Action" means the case entitled *Ramirez, et al. v. Delta Dental of California*, Case
12 No. CGC-21-589648, pending in the Superior Court of California, County of San
13 Francisco.
- 14 2. "Agreement" means this agreement entered into by the Parties to effectuate the terms
15 of the Settlement.
- 16 3. "Aggrieved Employees" means all current and former hourly-paid or non-exempt
17 Professional and Clerical employees employed by Delta Dental of California within
18 the State of California at any time during the PAGA Period.
- 19 4. "Attorneys' Fees and Litigation Expenses" means the fees awarded to Class Counsel
20 in connection with this Action, as approved by the Court, and actual litigation
21 expenses for work performed by Class Counsel that are approved for reimbursement
22 by the Court as set forth in Section 7.3 of this Agreement.
- 23 5. "Class" means all current and former hourly-paid or non-exempt Professional and
24 Clerical employees who are or were employed by Delta Dental of California during
25 the Class Period, which includes the following job titles: Office Service Generalist,
26 Secretary, Account Manager, Account Services Coordinator, Accounting Specialist,
27 Accounts Payable Analyst, Accounts Payable Specialist, Accounts Receivable
28 Specialist, Administrative Assistant, Administrative Coordinator Delta Federal

1 Services, Appeal Representative, Appeals Specialist, Associate Customer Advocate,
2 Associate Operations Analyst, Associate Quality Analyst, Associate Service Desk
3 Analyst, Audit Review Clerk, Bank Reconciliation Analyst, Benefits Specialist,
4 Billing & Reconciliation Specialist Senior, Billing Analyst, Billing Clerk, Billing
5 Configuration Specialist, Billing Specialist, Billing Specialist Senior, Business
6 Analyst I, Claims Examiner I (NU), Claims Processing Coordinator, Claims
7 Processing Specialist, Claims/Customer Service Auditor, Collection and Group
8 Services Analyst, Communications Clerk, Computation Clerk, Computer Operator II,
9 Computer Operator III, Contracts Analyst, Coordinator Collections & Group Services,
10 Coordinator Marketing, Coordinator Professional Services, Correspondence Clerk,
11 Correspondence Specialist, Customer Relations Analyst, Customer Relations
12 Specialist, Customer Service Associate, Customer Service Clerk, Customer Service
13 Representative, Customer Service Representative I, Customer Service Representative
14 II, Customer Service Representative II – D2C, Customer Support Clerk, Data Entry
15 Operator, Data Entry Operator/Imaging Tech, Dental Auditor, Deskside Support I,
16 Deskside Support II, Desktop Administrator I, Desktop Administrator II, ,Desktop
17 Engineer II, EDI Analyst, Edit Clerk, eEnrollment Analyst, eEnrollment Specialist,
18 Electronic Data Specialist, Eligibility & Enrollment Clerk, Eligibility Administration
19 Representative, Eligibility Clerk, Eligibility Updater, Enrollment Specialist, Escalation
20 Coordinator, Executive Assistant I, Expeditor, Facilities Assistant, File Clerk,
21 Graphics Clerk, Group Claims Analyst, Group File Analyst – Client Services, Group
22 Records Specialist, Human Resources Assistant, Human Resources Specialist,
23 Imaging Technician, Insert Mail Machine Operator, Intern, Legal Administrator, Legal
24 Specialist, LMS Administrator, Mail Clerk, Mail Clerk II, Mail Clerk III, Mail
25 Machine Operator, Management Expeditor, Messenger, Open Enrollment Assistant,
26 Open Enrollment Benefits Enroller, Operations Analyst, Operations Analyst II,
27 Operations Assistant, OPEX Machine Operator, Ortho Expeditor, Paralegal, Patient
28 Coordinator, Payroll Administrator, Payroll Analyst, People Connect Agent, Printing

1 Assistant, Printing Operator, Problem Correction System Coordinator, Procurement
2 Specialist, Professional Relations Network Liaison, Proposal Development Specialist,
3 Provider Administration Specialist, Provider Concierge Specialist, Publications
4 Specialist, QA/QM Coordinator, Quality Assurance Analyst, Regulatory Complaint
5 Coordinator, Reporting Specialist, Review Assistant, Review Assistant Senior, S/URS
6 Liaison, Sales Assistant, Scanning Clerk, Secretary Executive, Security Engineer I,
7 Senior Grievance & Appeals Coordinator, Service Desk Analyst I, Service Desk
8 Analyst II, Sort Clerk, Sort Entry Clerk, Statistical Clerk, Student Intern, Study Model
9 Clerk, Support Center Analyst I, Systems Analyst I, Tape Librarian II, TASC Analyst
10 II, Team Lead Customer Service, Technical Writer, Telephone Inquiry Specialist,
11 Telephone Representative, Telephone Representative – Bilingual, Telephone Service
12 Center Clerk, Training Assistant, Word Processing Operator, and Workforce
13 Management Coordinator.

14 6. "Class Counsel" means:

15 DOUGLAS HAN (SBN 232858)
16 SHUNT TATAVOS-GHARAJEH (SBN 272164)
17 CHRISTOPHER PETERSEN (SBN 260631)
18 LIZETTE RODRIGUEZ (SBN 335182)
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- 24 7. "Class Notice" means the Court-approved Class Notice, included here as Exhibit A,
25 which notifies Class Members of the lawsuit and of their estimated share of the
26 Settlement and the number of Eligible Workweeks he/she worked during the Class
27 Period.
28 8. "Class Period" means from August 10, 2016, through February 8, 2023.
9. "Class Released Claims" means all claims, demands, rights, liabilities, penalties, fees,
and causes of action that were, or reasonably could have been, asserted based on the
facts alleged in the Action including, for the avoidance of doubt, claims based on the

- 1 following allegations: failure to pay all wages owed, including minimum, straight, and
2 overtime wages due to working off the clock or rounding of time entries; failure to
3 properly calculate the regular rate of pay; failure to provide compliant meal periods or
4 rest breaks or to pay meal period or rest break premiums; failure to provide accurate
5 and/or compliant wage statements; failure to reimburse all reasonable and necessary
6 business expenses; failure to timely pay wages during employment or upon separation;
7 or violation of Cal. Bus. & Prof. Code section 17200 et seq. by engaging in the
8 foregoing conduct. Settlement Class Members do not release any other claims,
9 including claims for vested benefits, wrongful termination, violation of the Fair
10 Employment and Housing Act, unemployment insurance, disability, social security,
11 workers' compensation, or claims based on facts occurring outside the Class Period.
- 12 10. "Court" means the Superior Court of the State of California, County of San Francisco.
- 13 11. "Cy Pres Recipient" means Legal Aid At Work, whom the Parties have selected to
14 receive any funds remaining in the QSF after Settlement Class Members and
15 Aggrieved Employees have had 180 days to cash or otherwise negotiate their
16 Settlement Checks and failed to do so, and after those funds have been redistributed to
17 participating Class Members who cashed their checks.
- 18 12. "Defendant" means Delta Dental of California.
- 19 13. "Defendant's Counsel" means:

20 ERIN M. CONNELL (SBN 223355)
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22 ALEXANDRA STATHOPOULOS (SBN 286681)
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14. "Eligible Workweek" means any workweek in which work was performed by a Settlement Class Member during the Class Period or PAGA Period.
15. "Employee Settlement Data" means records for each Class Member including: (1) name, (2) social security number, (3) last known residential address, (4) last known telephone number, and (5) number of Eligible Workweeks worked during the Class Period; and records for each Aggrieved Employee including: (1) name, (2) social security number, (3) last known residential address, (4) last known telephone number, and (5) number of Eligible Workweeks worked during the PAGA Period.
16. "Enhancement Award" means a payment to named Plaintiffs out of the Gross Settlement Amount of up to Ten Thousand Dollars (\$10,000) each, or a lesser amount if ordered by the Court, which will be paid to Plaintiffs for serving as representatives in this case and in exchange for a general release of claims and California Civil Code section 1542 waiver. Plaintiffs will also be eligible for Individual Class Settlement Payments and PAGA Settlement Payments. The Enhancement award is not conditioned upon the Class Representatives supporting the settlement. The Enhancement Award is for their service to the class in bringing the lawsuit.
17. "Effective Date" means the date that the Court's Judgment in the Action becomes final. For purposes of this Settlement Agreement, the Judgment "becomes final" upon the last to occur of the following: (i) the day immediately after the last day by which a Notice of Appeal of Judgment may be timely filed with the California Court of Appeal (i.e., the sixty-first calendar day following entry of Judgment), and no such appeal being filed; (ii) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal's decision passes and no further review is requested; (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal's decision is requested, the day after the request for review is denied with prejudice and/or no

1 further review of the order can be requested; or (iv) if review is accepted, the day the
2 Supreme Court of the State of California affirms the Settlement.

3 18. "Final Approval" means an Order granting final approval of the Settlement of this
4 Action.

5 19. "Gross Settlement Amount" or "GSA" shall mean the total of Eight Million Five
6 Hundred Thousand Dollars (\$8,500,000). The Gross Settlement Amount will be used
7 to pay Settlement Administration Costs, Class Counsel's attorneys' fees and costs,
8 Plaintiffs' Enhancement Payments, the Individual Class Settlement Payments, the
9 PAGA Settlement Payments, and the PAGA Penalties to be paid to the Labor
10 Workforce Development Agency ("LWDA"). Defendant's corporate payroll tax
11 obligation shall be paid separately from the GSA.

12 20. "Individual Class Settlement Payments" means the *pro rata* amount payable from the
13 Net Settlement Amount to each of the Settlement Class Members based on each
14 Settlement Class Member's number of Eligible Workweeks during the Class Period.
15 Individual Class Settlement Payments will be paid to Settlement Class Members in the
16 form of a check and the Settlement Administrator will make all required withholdings.
17 Individual Settlement Payments will be treated as follows: 50% as wages, reportable
18 on IRS Form W-2 and subject to withholdings; 50% as interest and penalties
19 reportable on IRS Form 1099.

20 21. "Individual PAGA Payments" means the *pro rata* amount payable from the 25%
21 portion of PAGA Penalties that will be paid to Aggrieved Employees based on each
22 Aggrieved Employee's number of Eligible Workweeks during the PAGA Period.
23 Individual PAGA Payments will be paid to Aggrieved Employees in the form of a
24 check, and Aggrieved Employees will be issued an IRS Form 1099 for their Individual
25 PAGA Payments. Individual PAGA Payments will be treated 100% as penalties.

26 22. "Judgment" means a judgment entered by the Court following entry of the Final
27 Approval order.

28 23. "LWDA" means the California Labor Workforce Development Agency.

- 1 24. "LWDA Payment" means the 75% portion of the PAGA Penalties that will be paid to
2 the LWDA pursuant to California Labor Code § 2699(i).
- 3 25. "Net Settlement Amount" or "NSA" means the amount remaining after Class
4 Counsel's attorneys' fees and costs, Plaintiffs' Enhancement Payments, the PAGA
5 Penalties, and Settlement Administration Costs, have been deducted from the GSA,
6 from which the Individual Class Settlement Payments will be paid.
- 7 26. "PAGA" means the California Labor Code Private Attorneys General Act, California
8 Labor Code §§ 2698, *et seq.*
- 9 27. "PAGA Notice" means the notice that Plaintiffs provided to the Department of
10 Industrial Relations, dated June 28, 2022, that informed the PAGA Administrator of
11 the alleged violations of the Labor Code that are at issue in this Action (LWDA-CM-
12 891853-22).
- 13 28. "PAGA Penalties" means the \$850,000 of the GSA that the Parties have allocated to
14 settlement of Plaintiffs' PAGA claim, 75% of which will be paid to the LWDA (the
15 "LWDA Payment") and 25% of which will be distributed to Aggrieved Employees as
16 Individual PAGA Payments.
- 17 29. "PAGA Period" means the time period of November 9, 2019, through February 8,
18 2023.
- 19 30. "PAGA Released Claims" means all claims, demands, rights, liabilities, penalties,
20 fees, and causes of action under PAGA during the PAGA Period based on the factual
21 allegations and legal assertions made in the operative complaint or PAGA Notice,
22 including, for the avoidance of doubt, claims based on any alleged failure to pay all
23 wages owed, including minimum, straight, and overtime wages due to working off the
24 clock or rounding of time entries; failure to properly calculate the regular rate of pay;
25 failure to provide compliant meal periods or rest breaks or to pay meal period and rest
26 break premiums; failure to provide accurate and/or compliant wage statements; failure
27 to reimburse all reasonable and necessary business expenses; or failure to timely pay
28 wages during employment or upon separation.

- 1 31. "QSF" means the Qualified Settlement Fund established by the Settlement
2 Administrator for the benefit of the Settlement Class Members and Aggrieved
3 Employees and from which the Individual Class Settlement Payments and Individual
4 PAGA Payments and, if applicable, payroll taxes shall be paid.
- 5 32. "Reasonable Address Verification Measure" means utilization of the National Change
6 of Address Database maintained by the United States Postal Service prior to the initial
7 mailing of the Settlement Checks and skip-tracing of bad addresses upon the return of
8 undelivered Settlement Checks.
- 9 33. "Released Parties" means Defendant and its past or present officers, directors,
10 shareholders, employees, agents, principals, heirs, representatives, accountants,
11 auditors, attorneys, consultants, insurers, and their respective successors and
12 predecessors in interest, assigns, subsidiaries, affiliates, and parents in their individual
13 and corporate capacities.
- 14 34. "Response Deadline" means 45 days after the mailing of the Class Notice during
15 which time Class Members may opt out of the non-PAGA portion of the Settlement,
16 object to the non-PAGA portion of the Settlement, or dispute the number of Eligible
17 Workweeks that they worked during the Class Period.
- 18 35. "Settlement Administrator" means CPT Group, who the Parties have selected to
19 administer this Settlement.
- 20 36. "Settlement Administration Costs" means the reasonable costs and fees incurred by
21 the Settlement Administrator, as approved by the Court, to administer the Settlement
22 in accordance with this Agreement, which will be paid from the GSA and is expected
23 not to exceed Twenty-Nine Thousand Dollars (\$29,000).
- 24 37. "Settlement Check" means a check mailed by the Settlement Administrator to a
25 Settlement Class Member or Aggrieved Employee with that individual's Individual
26 Class Settlement Payment and/or Individual PAGA Payment.
- 27 38. "Settlement Class Member" means a Class Member who did not timely opt out of the
28 non-PAGA portion of the Settlement by submitting an opt-out request to the

1 Settlement Administrator by the opt-out deadline.

2 39. "Updated Address" means a mailing address that was updated via a Reasonable
3 Address Verification Measure, or an updated mailing address provided by the United
4 States Postal Service, a Class Member, or any other valid source.

5 **III. PROCEDURAL BACKGROUND**

6 On February 4, 2021, Plaintiff Marianne Ramirez filed a class action lawsuit in San
7 Francisco County Superior Court, Case No. CGC-21-589648, on behalf of herself and all other
8 Class Members. In the Complaint, Plaintiff alleged various wage and hour violations under
9 California law, including claims for: (1) unpaid overtime wages; (2) unpaid meal period
10 premiums; (3) unpaid rest period premiums; (4) unpaid minimum wages; (5) waiting time
11 penalties; (6) non-compliant wage statements; (7) unreimbursed business expenses; and (8) unfair
12 business practices.

13 On May 10, 2022, the Parties attempted to resolve the matter in mediation with Jeff
14 Krivis, *Esq.* but were unsuccessful.

15 On October 4, 2022, Plaintiffs Marianne Ramirez and Wendy Campbell filed a First
16 Amended Complaint, adding Wendy Campbell as a named Plaintiff and adding a claim for civil
17 penalties under PAGA based on the underlying Labor Code violations alleged in the initial
18 Complaint and in the PAGA Notice.

19 The Parties agreed to attend mediation with Jeff Ross, *Esq.*, and participated in formal and
20 informal discovery in advance of mediation. The Parties exchanged relevant documents and data,
21 including documents regarding policies and/or practices that are at issue in this lawsuit, records
22 kept by Defendant regarding Plaintiffs' employment with Defendant, exemplar wage statement
23 samples, and detailed time and earnings data for approximately 20% of the putative class.

24 The Parties have engaged in arm's length negotiations, including a mediation session on
25 February 8, 2023, facilitated by Jeff Ross, *Esq.*, who has extensive experience in labor and
26 employment litigation, which generated a Memorandum of Understanding that summarizes the
27 key terms of the Settlement detailed in this Agreement. The Parties and their counsel are
28 sufficiently familiar with the facts of this Action and the applicable laws to make an informed

1 judgment as to the fairness of the Settlement, the respective strengths and weaknesses of the
2 claims brought by the group that Plaintiff sought to represent, and the risks of proceeding in
3 litigation. The Parties are represented by competent counsel and have had the opportunity to
4 consult with counsel prior to the signing of this Agreement.

5 On August 1, 2023, Class Counsel filed a Motion for Preliminary Approval of this
6 Settlement, and on August 30, 2023, the Court issued a tentative ruling denying it, identifying the
7 following issues: (1) whether Lawyers for Justice may serve as adequate counsel in the context of
8 this case; (2) the scope of the release language being overbroad as compared to the claims at
9 issue; (3) the Motion and/or operative Complaint lacking sufficient facts to support the breadth of
10 the class definition; (4) and certain paragraphs that “unduly limit the ability of Plaintiffs and their
11 counsel to independently and candidly represent and communicate with class members to best
12 represent them in this case and throughout the process of settlement administration.”

13 The Parties have thus attempted to address each of those concerns by: (1) disassociating
14 Lawyers for Justice from this Action; (2) narrowly tailoring the scope of the release to the claims
15 alleged or that reasonably could have been alleged based on the facts alleged in the Action and
16 expressly carving out certain unrelated claims; (3) stipulating to the filing of a Second Amended
17 Complaint (attached here as Exhibit B), which alleges more specific facts and theories of liability
18 to support the scope of the class definition; and (4) striking former Paragraph 11.2 and 11.4 from
19 the Agreement.

20 **IV. DEFENDANT’S DENIAL OF LIABILITY**

21 Defendant specifically and generally denies any and all liability or wrongdoing of any sort
22 with respect to any of the claims alleged in the Action and makes no concessions or admissions of
23 liability of any sort. Defendant maintains that for any purpose other than settlement, the Action is
24 not appropriate for class or representative treatment and that, had this matter proceeded through
25 litigation, it would be uncertifiable and unmanageable. Nonetheless, Defendant has concluded
26 that further litigation would be protracted, distracting, and expensive, and that it is desirable that
27 the Action be fully and finally settled in the manner and upon the terms and conditions set forth in
28 this Agreement. Defendant has also taken into account the uncertainty and risks inherent in any

1 litigation. Defendant has therefore determined that it is desirable and beneficial to settle the
2 Action in the manner and upon the terms and conditions set forth in this Agreement.

3 The Parties agree there is a bona fide dispute as to the claims in the alleged Action, and
4 neither this Agreement, nor the Settlement-related documents, nor the Settlement itself shall be
5 construed as an admission of either fact or law on any issue by any Party.

6 **V. PLAINTIFFS' CLAIMS AND BENEFITS OF SETTLEMENT**

7 Plaintiffs and Class Counsel believe that the claims asserted in the Action have merit and
8 that evidence developed to date supports the claims. However, Plaintiffs and Class Counsel
9 recognize and acknowledge the significant expense, resources, and time required to prosecute the
10 Action against Defendant through trial and through appeals. Plaintiffs and Class Counsel have
11 also taken into account the uncertain outcome and the risks of litigation, the difficulties and
12 delays inherent in this and similar litigation, the challenges of proving certifiability and
13 manageability throughout the Action, and the problems of proving liability and rebutting possible
14 defenses to the claims alleged in the Complaint. Based upon their evaluation, Plaintiffs and Class
15 Counsel have determined that the settlement set forth in this Agreement is fair, reasonable,
16 adequate, and in the interests of Plaintiffs, Class Members, and Aggrieved Employees. Both Class
17 Counsel and the Plaintiffs believe that the settlement set forth in this Agreement confers
18 substantial benefits upon all Class Members and Aggrieved Employees.

19 **VI. CONDITIONS PRECEDENT TO EFFECTIVENESS OF AGREEMENT**

20 6.1 The Parties enter into this Agreement and the Settlement on a conditional basis.
21 This Agreement and Settlement will become final and effective only upon the occurrence of all of
22 the following events:

23 6.1.1 The Court enters a Final Approval Order and Judgment; and

24 6.1.2. The Effective Date occurs, and any challenge to the Settlement, whether by
25 objection or appeal, is resolved in favor of enforcement of the Settlement.

26 6.2 Unless the Court orders otherwise or agreed in writing by the Parties, this
27 Agreement shall be deemed null and void *ab initio* upon the failure of any of these conditions to
28 occur.

1
2 **VII. SETTLEMENT CONSIDERATION—NO CLAIM FORM REQUIRED;**
3 **DEDUCTIONS FROM THE GROSS SETTLEMENT AMOUNT; CALCULATION**
4 **OF PAYMENTS FROM THE NET SETTLEMENT AMOUNT**

5 This shall be an all-in Settlement without a reversion.

6 7.1 **Payment of the Gross Settlement Amount:** Defendant will pay the Gross
7 Settlement Amount in full and final settlement of the Action. The Gross Settlement Amount will
8 constitute adequate consideration for this Settlement. Since any uncashed settlement check funds
9 will be distributed pursuant to the *cy pres* doctrine, this Agreement and the associated Judgment do
10 not and will not create any unpaid residue or unpaid residual, and no distribution of such shall be
11 required.

12 7.2 **Escalator Clause:** The Settlement is based on the understanding that there are
13 approximately 268,709 workweeks in the Class Period. In the event the total number of workweeks
14 in the Class Period exceeds 268,709 by more than 10%, the GSA will increase by the same
15 percentage above 10% by which the total workweeks exceeds 268,709 (e.g., if the actual total
16 number of workweeks as of February 8, 2023, exceeds 268,709 by 12%, the GSA would increase
17 by 2%).

18 7.3 **Attorneys' Fees and Litigation Expenses:** Class Counsel will submit an
19 application for: (a) an award of Attorneys' Fees of no more than 1/3 of the Gross Settlement
20 Amount, or \$2,833,333.33, unless otherwise increased by the Escalator Clause included in Section
21 7.2 of this Settlement in which case Class Counsel's attorney fee award will be increased by the
22 same percentage amount; and (b) an award of Class Counsel's actual Litigation Expenses (as
23 documented on an itemized cost sheet with appropriate support), estimated to be approximately
24 \$38,000, both of which shall be paid out of the Gross Settlement Amount as approved by the Court.
25 The Attorneys' Fees and Litigation Expenses set forth in this Section, as approved by the Court,
26 will constitute complete consideration for all work performed and expenses incurred to date and
27 for all worked to be performed and expenses to be incurred through the completion of the Action,
28 its settlement, and the effort to secure a Final Approval Order and Judgment by Class Counsel. The
Attorneys' Fees and Litigation Expenses, as approved by the Court, shall constitute full satisfaction

1 of any claim for fees or costs.

2 7.3.1 In the event that the Court (or any appellate court) awards less than the
3 amount requested for Attorneys' Fees or Litigation Expenses, only the awarded amounts shall be
4 paid and shall constitute satisfaction of those obligations and full payment thereunder, and any
5 remaining or unawarded portion of the requested Attorneys' Fees or Litigation Expenses shall be
6 made a part of the Net Settlement Amount. To the extent the Court does not approve any or all of
7 the Attorneys' Fees or Litigation Expenses requested, the Settlement shall remain binding except
8 as otherwise provided, and this will not be a justification for Plaintiff or Settlement Class Members
9 to withdraw from the Settlement.

10 7.3.2 Class Counsel agrees to be solely responsible for any claims, liens or other
11 demands from persons or entities who previously represented Plaintiffs and may seek to be
12 compensated out of the Gross Settlement Amount for attorneys' fees and/or legal costs arising from
13 prosecution of the Action against Defendant.

14 7.4 **Settlement Administration Costs:** From the Gross Settlement Amount,
15 Settlement Administration Costs shall be paid in an amount expected not to exceed Twenty-Nine
16 Thousand Dollars (\$29,000.00), subject to approval from the Court.

17 7.5 **Enhancement Payments to Plaintiffs:** From the Gross Settlement Amount,
18 Defendant agrees to pay to each Plaintiff, subject to Court approval, an Enhancement Payment of
19 up to Ten Thousand Dollars (\$10,000.00). Plaintiffs shall be issued an Internal Revenue Service
20 Form 1099 for any Enhancement Payment approved by the Court. Plaintiffs hereby acknowledge
21 that they have obtained no tax advice from Defendant and that neither Defendant nor its attorneys
22 have made any representation concerning tax consequences, if any, of the Enhancement
23 Payments. Plaintiffs agree that they are solely responsible for the tax consequences of the
24 Enhancement Payments.

25 7.5.1 In the event that the Court (or any appellate court) awards less than the
26 amount requested for the Enhancement Payments, only the awarded amount shall be paid and
27 shall constitute satisfaction of those obligations and full payment thereunder, and any remaining
28 or unawarded portion of the requested Enhancement Payments shall be made a part of the Net

1 Settlement Amount.

2 7.5.2 The Enhancement Payment, if approved by the Court, is in addition to the
3 Plaintiffs' Individual Class Settlement Payments and Individual PAGA Payments.

4 7.6 **PAGA Penalties; LWDA Payment; Net Settlement Amount:** The PAGA
5 Penalties are the \$850,000 that the Parties have allocated for settlement of Plaintiffs' PAGA
6 Claim.

7 7.6.1 Pursuant to California Labor Code § 2699(i), 75% of the PAGA Penalties
8 will be paid to the LWDA as the "LWDA Payment."

9 7.6.2 The remaining 25% of the PAGA Penalties will be the fund from which
10 Individual PAGA Payments are made.

11 7.6.3 Individual PAGA Payments will be calculated *pro rata* based on the
12 number of Eligible Workweeks each Aggrieved Employee has during the PAGA Period
13 according to Defendant's records. Individual PAGA Payments will be paid to Aggrieved
14 Employees in the form of a Settlement Check.

15 7.7 **Taxes on Individual PAGA Payments:** Individual PAGA Payments will be
16 treated as non-wage penalties and interest, reportable to the Internal Revenue Service on Form
17 1099. Defendant shall not be responsible for tax payments on any portion of the Gross Settlement
18 Amount. The Parties further understand that the Plaintiffs and any Aggrieved Employee who
19 receives any Individual PAGA Payment pursuant to this Agreement shall be solely responsible
20 for any and all tax obligations associated with such receipt.

21 7.8 **Calculation of Defendant's Corporate Payroll Obligations:** Defendant's
22 corporate payroll tax obligation shall be calculated by the Settlement Administrator and paid in
23 addition to the GSA. Defendant's corporate payroll taxes are estimated to be approximately
24 \$358,332.

25 7.9 **Payment of Individual Class Settlement Payments:** Individual Class Settlement
26 Payments will be made from the Net Settlement Amount. Individual Class Settlement Payments
27 will be calculated *pro rata* based on the number of Eligible Workweeks each Settlement Class
28 Member has during the Class Period according to Defendant's records. Individual Class

1 Settlement Payments will be paid to Settlement Class Members in the form of a Settlement
2 Check.

3 **7.10 Taxes on Individual Class Settlement Payments:** Individual Class Settlement
4 Payments will be treated 50% as wages, reportable to the Internal Revenue Service on Form W-2
5 and subject to withholdings, and 50% as interest and penalties, reportable to the Internal Revenue
6 Service on Form 1099. Defendant shall not be responsible for tax payments on any portion of the
7 Gross Settlement Amount. The Parties further understand that the Plaintiffs and any Settlement
8 Class Member who receives any Individual Class Settlement Payment pursuant to this Agreement
9 shall be solely responsible for any and all tax obligations associated with such receipt.

10 **VIII. ADMINISTRATION OF THE SETTLEMENT**

11 **8.1 Motion for Preliminary Approval of Settlement Agreement:** Class Counsel has
12 agreed to draft and file the Motion for Preliminary Approval and Motion for Final Approval. At
13 least five (5) Court days before the filing deadline for the Motion for Preliminary Approval,
14 Plaintiffs will provide drafts of the Memorandum of Points and Authorities and supporting
15 documents to Defendant so that Defendant has an opportunity to review and provide commentary.
16 Defendant will provide commentary or any feedback within five (5) calendar days of receiving
17 the draft of the Motion for Preliminary Approval and supporting documents. If Defendant does
18 not provide commentary by that time, Defendant will have waived the right to review and
19 comment.

20 **8.2 Motion for Final Approval of Settlement Agreement:** At least five (5) Court
21 days before the filing deadline for the Motion for Final Approval, Plaintiffs will provide drafts of
22 the Memorandum of Points and Authorities and supporting documents to Defendant so that
23 Defendant has an opportunity to review and provide commentary. Defendant will provide
24 commentary or any feedback within five (5) calendar days of receiving the draft of the Motion for
25 Final Approval and supporting documents. If Defendant does not provide commentary by that
26 time, Defendant will have waived the right to review and comment.

27 **8.3 Settlement Administrator:** The Parties agree to jointly utilize a third-party
28 Settlement Administrator to distribute the Gross Settlement Amount as outlined in this

1 Agreement. The Parties have selected CPT Group to administer the Settlement, but may jointly
2 select a different settlement administrator subject to the approval of the Court. Settlement
3 Administration Costs are expected not to exceed Twenty-Nine Thousand Dollars (\$29,000). If the
4 actual cost of settlement administration is less than the amount approved by the Court, the
5 remaining amount shall be added to the Net Settlement Amount and distributed accordingly.
6 Settlement Administration Costs as approved by the Court shall come out of the Gross Settlement
7 Amount. The Settlement Administrator's duties shall include the following: distribute payments
8 for Attorneys' Fees and Litigation Expenses to Class Counsel; distribute Plaintiffs' Enhancement
9 Payments to Plaintiffs; make payment to the LWDA for its 75% share of the PAGA Penalties;
10 update addresses for Class Members via the USPS National Change of Address database and
11 perform a skip tracing process to determine the best, most recent address prior to distribution of
12 any Settlement Checks; calculate Defendant's corporate payroll tax obligation; determine
13 Individual Class Settlement Payment amounts for each Settlement Class Member; determine
14 Individual PAGA Payment amounts for each Aggrieved Employee; mail Settlement Checks; re-
15 mail undeliverable Settlement Checks; redistribute funds from uncashed settlement checks to
16 participating Class Members who cashed their checks; pay to the Cy Pres Recipient any funds
17 remaining in the QSF; and perform related tax, accounting, and administration services.

18 **8.4 Establishment and Funding of the QSF:** The Parties agree that the QSF is
19 intended to be a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code
20 and Treasury Regulation § 1.468B-1 (26 C.F.R. § 1.468B-1 *et seq.*) and will be administered by
21 the Settlement Administrator as such. With respect to the QSF, the Settlement Administrator
22 shall: (1) open and administer a settlement account in such a manner as to qualify and maintain
23 the qualification of the QSF as a "Qualified Settlement Fund" under Section 468B of the Internal
24 Revenue Code and Treasury Regulation § 1.468B-1; (2) satisfy all federal, state and local income
25 and other tax reporting, return, and filing requirements with respect to the QSF; (3) calculate,
26 withhold, remit and report each Settlement Class Member's share of applicable payroll taxes
27 (including, without limitation, federal, state, and local income tax withholding, FICA, Medicare,
28 and any state or local employment taxes); and (4) satisfy out of the QSF all fees, expenses and

costs, including the employer's share of applicable federal, state, and local employment taxes on applicable settlement payments incurred in connection with the opening and administration of the QSF and the performance of its duties and functions as described in this Agreement. The aforementioned taxes, fees, expenses, and costs shall be treated as and included in the costs of administering the QSF and as Settlement Administration Costs. The Parties and the Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and such election statement shall be attached to the appropriate returns as required by 26 C.F.R. § 1.468B-1(j)(2)(ii). The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this section of the Agreement.

8.5 **Employee Settlement Data**: For each Class Member, Defendant will provide the Settlement Administrator with the following data from its records, to the extent available: (1) name, (2) social security number, (3) last known residential address, (4) last known telephone number, and (5) number of Eligible Workweeks worked during the Class Period. For each Aggrieved Employee, Defendant will provide the Settlement Administrator with the following data from its records, to the extent available: (1) name, (2) social security number, (3) last known residential address, (4) last known telephone number, and (5) number of Eligible Workweeks worked during the PAGA Period. Defendant will provide, in Microsoft Excel or Microsoft Word form, the Employee Settlement Data to the Settlement Administrator within 10 calendar days (or, if that date falls on a weekend or holiday, the next business day thereafter) after the Court enters an order granting preliminary approval of the Settlement. The Settlement Administrator shall utilize Reasonable Address Verification Measures which may include running the mailing addresses provided through the National Change of Address database and using Updated Addresses for each Class Member when mailing Class Notices.

8.6 **Distribution of Class Notice**: Within ten (10) calendar days of receiving the Employee Settlement Data, the Settlement Administrator will send Class Members, by first-class mail, at their last known address, the Court-approved Class Notice, notifying them of the lawsuit and of their estimated share of the Settlement and the number of Eligible Workweeks they

1 worked during the Class Period. The Settlement Administrator will take reasonable steps to
2 ensure that the Class Notice packet is received by as many Class Members as possible, including
3 by use of the National Change of Address Database and skip tracing to review the accuracy of
4 and (if possible and as needed) updating mailing addresses.

5 **8.7 Opting Out, Objecting, Disputing Workweeks:** Class Members will have forty-
6 five (45) calendar days from the mailing of the Class Notice to opt out of or object to the non-
7 PAGA portion of the Settlement, or to dispute their Eligible Workweeks, unless extended by the
8 Court (the "Response Deadline"). Class Members may dispute their workweeks by timely
9 submitting information to the Settlement Administrator, and may notify the Settlement
10 Administrator of any objections to the Settlement. The Settlement Administrator will certify
11 jointly to Class Counsel and Defense Counsel any opt-outs or objections received. In the event of
12 a dispute over a Class Member's Eligible Workweeks, the Settlement Administrator shall make
13 the final decision as to which dates should be applied based on Defendant's records and any
14 evidence submitted by the Class Member. Aggrieved Employees may not opt out of the PAGA
15 portion of this Settlement. **Under no circumstances should a Class Member file anything with**
16 **the Court directly.**

17 **8.8 Distribution of Gross Settlement Amount:**

18 8.8.1 No later than five (5) business days after the Effective Date has passed, the
19 Settlement Administrator shall prepare a final list of all Settlement Class Members and Aggrieved
20 Employees. For each person on this list, the Settlement Administrator will calculate the amounts
21 due to each Settlement Class Member and Aggrieved Employee using the methodology set forth in
22 this Agreement.

23 8.8.2 No later than ten (10) calendar days after the Effective Date has passed (or,
24 if that date falls on a weekend or holiday, the next business day thereafter), Defendant shall transfer
25 to the Settlement Administrator the Gross Settlement Amount of \$8,500,000.00. Defendant will
26 wire the funds requested by the Settlement Administrator into the QSF set up and controlled by the
27 Settlement Administrator.

28 8.8.3 No later than ten (10) calendar days after receipt of the Gross Settlement

1 Amount from Defendant, the Settlement Administrator will (1) pay from the Gross Settlement
2 Amount the Settlement Administration Costs, as approved by the Court; (2) pay from the Gross
3 Settlement Amount to Class Counsel the Attorneys' Fees and Litigation Expenses, as approved by
4 the Court; (3) pay from the Gross Settlement Amount to Plaintiffs the Enhancement Payments, as
5 approved by the Court; (4) pay from the Gross Settlement Amount the LWDA Payment; (5) pay
6 from the Gross Settlement Amount the Individual PAGA Payments; and (6) pay from the Gross
7 Settlement Amount the Individual Class Settlement Payments, less applicable deductions and
8 withholdings.

9 8.8.4 Settlement Checks will remain negotiable for one hundred eighty (180)
10 calendar days from the original date of mailing. Any checks returned as non-deliverable on or
11 before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the
12 forwarding address affixed thereto. If no forwarding address is provided, the Settlement
13 Administrator will promptly utilize Reasonable Address Verification Measures to attempt to
14 determine the correct address using a skip-trace, or other search using the name, address, or Social
15 Security number of the Settlement Class Member or Aggrieved Employee involved and will then
16 perform a single re-mailing using an Updated Address, if available. The Settlement Administrator
17 shall mail a check-cashing reminder postcard to those recipients who have not negotiated their
18 Settlement Checks within ninety (90) days of mailing. Funds represented by Settlement Checks
19 returned as undeliverable and those settlement checks remaining uncashed for more than 180 days
20 after the original date of mailing shall be redistributed to participating Class Members who cashed
21 their checks. Funds represented by these redistributed Settlement Checks that remain uncashed for
22 more than 180 days after the redistribution date shall be paid to Legal Aid At Work. Both Plaintiff
23 and Defendant, and their respective Counsel represent that they do not have any relationship or
24 involvement with Legal Aid At Work.

25 8.8.5 After the Settlement Checks have been mailed and any payment to the Cy
26 Pres Recipient has been made, the Settlement Administrator will provide an accounting in a signed
27 declaration to the Parties of all amounts paid out in connection with this Settlement.
28

1 **IX. RELEASED CLAIMS**

2 9.1 **Release by Settlement Class Members:** When the Court's final approval order
3 and judgment becomes final and upon funding of the Gross Settlement Amount, the Settlement
4 Class Members shall release the Released Parties from the Class Released Claims.

5 9.2 **Release by Aggrieved Employees:** When the Court's final approval order and
6 judgment becomes final and upon funding of the Gross Settlement Amount, the Aggrieved
7 Employees shall release and be barred from acting as a proxy of the State of California to allege
8 any of the PAGA Released Claims against the Released Parties.

9 9.3 **Agreement As Evidence of Res Judicata:** Any Party to this Settlement
10 Agreement may use the Settlement Agreement to assert that this Settlement Agreement and the
11 Judgment to be entered by the Court following Final Approval of this Settlement Agreement bar
12 any later-filed action asserting any Class Released Claims or PAGA Released Claims against any
13 of the Released Parties. The provisions of this paragraph apply regardless of whether Plaintiffs,
14 Settlement Class Members, and/or Aggrieved Employees cash their Settlement Checks.

15 9.4 **General Release by Plaintiffs:** As consideration for the Enhancement Payments,
16 upon the Effective Date, Plaintiffs, on behalf of themselves and each of their respective heirs,
17 representatives, successors, assigns, and attorneys, shall be deemed to have, and by operation of
18 the Judgment shall have, fully, finally, and forever released, relinquished, and discharged the
19 Released Parties from all claims or causes of action of any type whatsoever, whether known or
20 unknown, arising out of or related to the Action or Plaintiffs' employment with or separation of
21 employment from Defendant, including but not limited to any and all claims for wrongful
22 discharge; termination in violation of public policy; discrimination; harassment; retaliation; failure
23 to provide reasonable accommodation; failure to engage in a good faith interactive process; breach
24 of contract, both express and implied; breach of covenant of good faith and fair dealing, both
25 express and implied; promissory estoppel; negligent or intentional infliction of emotional distress;
26 fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract
27 or prospective economic advantage; unfair business practices; defamation; libel; slander;
28 negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion;

1 and disability benefits; any and all claims for violation of any federal, state, or municipal statute,
2 including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991;
3 Section 1981 of U.S.C. Title 42; the Rehabilitation Act of 1973; the Americans with Disabilities
4 Act of 1990; the Equal Pay Act; the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 216 et seq.,
5 except as prohibited by law; the Fair Credit Reporting Act; the Employee Retirement Income
6 Security Act of 1974 (regarding unvested benefits); the Worker Adjustment and Retraining
7 Notification Act; the Family and Medical Leave Act, except as prohibited by law; the Sarbanes-
8 Oxley Act of 2002; the National Labor Relations Act; the Uniform Services Employment and
9 Reemployment Rights Act; the Genetic Information Nondiscrimination Act; the Immigration
10 Reform and Control Act; the California Family Rights Act; the California Labor Code; the
11 California Industrial Welfare Commission Wage Orders; the California Business & Professions
12 Code; and the California Fair Employment and Housing Act; any and all claims for violation of the
13 federal, or any state, constitution; any and all claims arising out of any other laws and regulations
14 relating to employment or employment discrimination, harassment or retaliation; any and all claims
15 for monetary recovery and personal or individual relief, except as prohibited by law; and any
16 premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory
17 relief, or accounting based on the claims (the "Plaintiffs Released Claims"). Nothing in this
18 Agreement shall be construed to prohibit Plaintiffs from (i) filing a charge or complaint with the
19 Equal Employment Opportunity Commission or any other federal, state or local administrative or
20 regulatory agency, or (ii) participating in any investigation or proceedings conducted by the Equal
21 Employment Opportunity Commission or any other federal, state or local administrative or
22 regulatory agency. However, Plaintiffs expressly waive the right to any relief of any kind in the
23 event that the Equal Employment Opportunity Commission or any other federal, state or local
24 administrative or regulatory agency pursues any claim on Plaintiffs' behalf that Plaintiffs have
25 released in this Agreement. Furthermore, this general release of claims excludes, and Plaintiffs do
26 not waive, release or discharge any unwaivable rights Plaintiffs may have under the California
27 Labor Code, claims under state workers' compensation or unemployment laws or indemnification
28 rights Plaintiffs have against Released Parties and/or any claims by Plaintiffs that cannot be released

1 by a private settlement agreement.

2 9.3 With regard to the Plaintiffs' Released Claims, Plaintiffs expressly waive all rights
3 under California Civil Code section 1542, which states:

4 **A general release does not extend to claims that the creditor or releasing party**
5 **does not know or suspect to exist in his or her favor at the time of executing**
6 **the release and that, if known by him or her, would have materially affected**
7 **his or her settlement with the debtor or released party.**

8 Plaintiffs may hereafter discover facts in addition to or different from those which they
9 now know or believe to be true with respect to the subject matter of the Plaintiffs Released
10 Claims, but they shall be deemed to have, and by operation of the Judgment shall have, fully,
11 finally, and forever settled and released any and all Plaintiffs Released Claims, known or
12 unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or
13 hidden, which then exist, or heretofore have existed upon any theory of law or equity now
14 existing, including, but not limited to, conduct which is negligent, intentional, with or without
15 malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or
16 existence of such different or additional facts.

16 **X. RIGHT TO REVOKE**

17 10.1 **Right to Revoke**: Defendant has the right in its sole and exclusive discretion to
18 terminate this Agreement and withdraw from the Settlement at any time prior to date the Court
19 enters the Final Approval Order on this Settlement if: (a) the Settlement is construed in such a
20 fashion that Defendant is required to pay more than the Gross Settlement Amount, except as
21 pursuant to the Escalator Clause in Section 8.2; (b) any court, following the signing of this
22 Agreement but before the Court enters the Final Approval Order, certifies, whether on a
23 conditional basis or not, a class, collective, or representative action involving a claim described in
24 the Action by potential Class Members or Aggrieved Employees covered by this Settlement; or
25 (c) 7.5% or more of the Class Members opt out of the Settlement. If for any reason the Settlement
26 does not become final, or if Defendant withdraws from the Settlement for any of the reasons set
27 forth in this section, this Agreement and any related settlement documents shall be null and void.
28 In such an event, neither the Agreement, nor the settlement documents, nor the negotiations

1 leading to the Settlement may be used as evidence for any purpose, and Defendant shall retain the
2 right to challenge all claims and allegations in the Action, to assert all applicable defenses, and to
3 dispute the propriety of class or representative treatment on all applicable grounds.

4 **10.2 Non-Approval of Settlement Agreement:** Because settlement of the Action requires
5 Court approval, the Settlement Agreement is conditional and contingent upon approval and entry
6 of the Final Approval Order and Judgment. If the conditions of the Settlement set forth in this
7 Agreement are not satisfied, or if Defendant terminates and withdraws from the Agreement, or if
8 the Court does not enter the Final Approval Order and Judgment, or if appellate review is sought
9 and on such review the Court's Final Approval Order is materially modified or reversed, then this
10 Settlement shall be canceled, terminated, and shall have no force or effect. If the Effective Date
11 does not occur (due to the failure of the Court to grant approval or otherwise), or if this
12 Settlement is terminated, revoked, or canceled pursuant to its terms, the Parties to this Settlement
13 shall be deemed to have reverted to their respective status as of the date and time immediately
14 prior to the execution of this Settlement. A reduction by the Court or on appeal as to the amount
15 of Attorneys' Fees and Litigation Expenses, and/or to the amount of Plaintiff's Enhancement
16 Payments does not provide a basis for terminating this Settlement.

17 **XI. COOPERATION**

18 **11.1** The Parties shall cooperate fully with one another in seeking the Court's approval
19 of this Agreement and to use their respective best efforts to consummate the Settlement and cause
20 the Final Approval Order and Judgment to be entered and to become final. The Parties therefore
21 agree to cooperate in good faith to promptly prepare, execute and finalize all Settlement-related
22 documents, seek all necessary Court approvals, and do all other things necessary to consummate
23 the Settlement.

24 **11.2** Plaintiffs, Class Counsel, Settlement Class Members, the LWDA, and Aggrieved
25 Employees hereby waive appeals of an order granting approval of this Settlement or entering
26 Judgment in the Action as to Defendant so long as such order is consistent with the material terms
27 of this Agreement.
28

1 **XII. MISCELLANEOUS PROVISIONS**

2 12.1 All of the Parties have been represented by counsel throughout all negotiations that
3 preceded the execution of this Agreement, and this Agreement is made with the consent and
4 advice of counsel.

5 12.2 This Agreement may not be modified or amended, except in a writing that is
6 signed by the respective counsel of record for the Parties and approved by the Court.

7 12.3 This Agreement and Exhibit A (Class Notice) attached hereto constitute the entire
8 agreement between the Parties concerning the subject matter hereof, and supersede and replace all
9 prior negotiations, understandings, memoranda of understanding and proposed agreements,
10 written and oral, relating thereto. No extrinsic oral or written representations or terms shall
11 modify, vary, or contradict the terms of the Agreement unless made in writing, signed by duly
12 authorized representatives of all Parties, and approved in writing by a final order of the Court. No
13 waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise,
14 in any one or more instance shall be deemed to be or construed as a further or continuing waiver
15 of any such term, provision or condition.

16 12.4 This Agreement shall be subject to, governed by, construed, enforced, and
17 administered in accordance with the laws of the State of California, without giving effect to the
18 principles of conflict of laws, both in its procedural and substantive aspects, and shall be subject
19 to the continuing jurisdiction of the Court. This Agreement shall be construed as a whole
20 according to its fair meaning and intent, and not strictly for or against any party, regardless of
21 who drafted (or was principally responsible for drafting) this Agreement or any specific term or
22 condition thereof. In any construction to be made of the Agreement, the Agreement shall not be
23 construed against any party and the canon of contract interpretation set forth in California Civil
24 Code section 1654 shall not be applied.

25 12.5 The Settlement shall be binding upon and inure to the benefit of the settling
26 Parties' respective successors, assigns, heirs, spouses, marital communities, executors,
27 administrators and legal representatives.

28 12.6 Consistent with Section 664.6 of the California Code of Civil Procedure and Rule

1 3.769(h) of the California Rules of Court, the Parties agree the Court shall retain jurisdiction with
2 respect to the interpretation, implementation and enforcement of the terms of the Agreement, and
3 all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and
4 enforcing the terms of the Agreement. Before raising an issue before the Court with respect to
5 interpretation of the Agreement, the Parties agree to attempt to resolve the issue first by
6 consulting with mediator Jeff Ross.

7 12.7 This Agreement may be executed in one or more counterparts, each of which shall
8 be deemed an original and together shall constitute one and the same instrument. When each of
9 the Parties has signed at least one such counterpart, this Agreement shall become binding as to all
10 of the Parties as of the day and year last executed. Fax and/or electronically scanned signatures
11 shall be deemed as effective as originals.

12 12.8 The Parties hereto represent, covenant, and warrant that they have not directly or
13 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
14 person or entity any portion of any liability, claim, demand, action, cause of action or rights
15 herein released and discharged except as set forth herein.

16 12.9 Each individual signing this Agreement warrants that he or she has the authority
17 and is expressly authorized to enter into this Agreement on behalf of the party(ies) for which that
18 individual signs.

19 12.10 Any notices or other documents that must or may be transmitted to Class Counsel
20 and/or Defendant's Counsel, pursuant to any section of this Agreement, shall be transmitted to the
21 addresses set forth in the definitions of Class Counsel and Defendant's Counsel, respectively, set
22 forth above.

23 12.11 The Parties and all counsel acknowledge and agree that for the purposes of any
24 claims, actions, and/or proceedings arising out of this Agreement, notice provided to Class
25 Counsel shall be deemed to be notice to the Plaintiffs.

26 12.12 The Parties believe this Settlement Agreement is a fair, adequate, and reasonable
27 settlement of the Actions, acknowledging that the Court "may award a lesser amount than the
28 maximum civil penalty amount specified by "PAGA" if, based on the facts and circumstances of

1 the particular case, to do otherwise would result in an award that is unjust, arbitrary and
2 oppressive, or confiscatory." Lab. Code § 2699(e)(2). The Parties have arrived at this Settlement
3 Agreement after arm's-length negotiations by experienced counsel. The Parties further
4 acknowledge that they are each represented by competent counsel and that they have had an
5 opportunity to consult with their counsel regarding the fairness and reasonableness of this
6 Settlement Agreement.

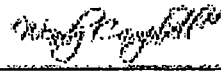
7 IN WITNESS THEREOF, the Parties each acknowledge that they have read the
8 foregoing Settlement Agreement, accept and agree to the provisions contained in this Settlement
9 Agreement, and hereby execute it voluntarily and with full understanding of its consequences.

10 11/29/2023
11 Dated: November __, 2023



Marianne Ramirez, Plaintiff

13 11/28/2023
14 Dated: November __, 2023



Wendy Campbell, Plaintiff

18
19 Dated: November __, 2023

Delta Dental of California

21 By: _____
22 Mike Castro
23 Chief Executive Officer
24 Delta Dental of California

25
26 APPROVED AS TO FORM AND CONTENT:
27
28

1 Dated: November 30, 2023

2 By: D. Han

3 Douglas Han, Esq.
4 Shunt Tatavos-Gharajeh, Esq.
5 Christopher K. Petersen, Esq.
6 Lizette Rodriguez, Esq.
7 Justice Law Corporation
8 *Attorneys for Plaintiffs*

9
10
11 Dated: November __, 2023

12 By: _____

13 Erin Connell, Esq.
14 Alexandra Stathopoulos, Esq.
15 Kayla Grundy, Esq.
16 Scott Morrison, Esq.
17 **Orrick, Herrington & Sutcliffe, LLP**
18 *Attorneys for Defendant*

the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Lab. Code § 2699(e)(2). The Parties have arrived at this Settlement Agreement after arm’s-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement Agreement, accept and agrees to the provisions contained in this Settlement Agreement, and hereby execute it voluntarily and with full understanding of its consequences.

Dated: December __, 2023

Marianne Ramirez, Plaintiff

Dated: December __, 2023

Wendy Campbell, Plaintiff

12/10/2023
Dated: December __, 2023

Delta Dental of California

By: Mike Castro

Mike Castro
Chief Executive Officer
Delta Dental of California

APPROVED AS TO FORM AND CONTENT:

1 Dated: December __, 2023

2 By: _____

3 Douglas Han, Esq.
4 Shunt Tatavos-Gharajeh, Esq.
5 Christopher K. Petersen, Esq.
6 Lizette Rodriguez, Esq.
7 Justice Law Corporation
8 *Attorneys for Plaintiffs*

9
10
11 Dated: December __, 2023

By: _____

12 Erin Connell, Esq.
13 Alexandra Stathopoulos, Esq.
14 Kayla Grundy, Esq.
15 Scott Morrison, Esq.
16 **Orrick, Herrington & Sutcliffe, LLP**
17 *Attorneys for Defendant*

Certificate Of Completion

Envelope Id: A5011301C609417389EAB5475DDE94D7

Status: Completed

Subject: Complete with DocuSign: Ramirez_Delta Dental - FINAL Third Amended Settlement Agreement.pdf

Source Envelope:

Document Pages: 29

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Scott Morrison

AutoNav: Enabled

405 Howard ST

Envelope Stamping: Enabled

San Francisco, CA 94105

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

scott.morrison@orrick.com

IP Address: 136.226.64.181

Record Tracking

Status: Original

Holder: Scott Morrison

Location: DocuSign

12/8/2023 2:22:30 PM

scott.morrison@orrick.com

Signer Events

Signature

Timestamp

Erin Connell

econnell@orrick.com

Security Level: Email, Account Authentication
(None)

Erin Connell

Sent: 12/8/2023 2:26:04 PM

Viewed: 12/8/2023 2:41:51 PM

Signed: 12/8/2023 2:41:58 PM

Signature Adoption: Pre-selected Style
Using IP Address: 165.225.242.166

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Mike Castro

mcastro@delta.org

CEO

Security Level: Email, Account Authentication
(None)

Mike Castro

Sent: 12/8/2023 2:26:04 PM

Viewed: 12/10/2023 8:30:03 AM

Signed: 12/10/2023 8:30:27 AM

Signature Adoption: Pre-selected Style
Using IP Address: 12.219.101.67
Signed using mobile

Electronic Record and Signature Disclosure:
Accepted: 12/10/2023 8:30:03 AM
ID: e95d9f17-0c81-432b-be1f-b69dd5c10d89

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Ara Alikian

aalikian@delta.org

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 12/8/2023 2:26:05 PM

Electronic Record and Signature Disclosure:
Accepted: 2/28/2023 11:52:00 AM
ID: 60b85f80-869f-4e6f-ad3c-d8a93915fa8e

Carbon Copy Events	Status	Timestamp
Michael Hankinson mhankinson@delta.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/25/2023 4:27:06 AM ID: 22073b0d-aab5-42b2-980a-8b44b95140f9	COPIED	Sent: 12/8/2023 2:26:05 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/8/2023 2:26:05 PM
Certified Delivered	Security Checked	12/10/2023 8:30:03 AM
Signing Complete	Security Checked	12/10/2023 8:30:27 AM
Completed	Security Checked	12/10/2023 8:30:27 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

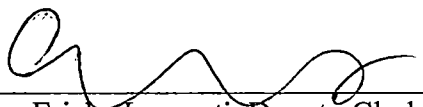
I, Ericka Larnauti, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On May 2, 2024, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: May 2, 2024

Brandon E. Riley, Clerk

By: _____


Ericka Larnauti, Deputy Clerk

FILED
San Francisco County Superior Court

MAY 02 2024

CLERK OF THE COURT
BY: [Signature]
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 613

MARIANNE RAMIREZ and WENDY
CAMPBELL, individually and on behalf of other
members of the general public similarly situated,

Plaintiffs,

v.

DELTA DENTAL OF CALIFORNIA, a
California Corp.; and DOES 1-100 inclusive,

Defendant.

Case No. CGC-21-589648

ORDER GRANTING MOTION FOR
ATTORNEY'S FEES, COSTS, AND
SERVICE AWARDS

Before the Court is a motion by Marianne Ramirez and Wendy Campbell for attorney's fees, costs, and service awards. The motion came on for hearing together with their motion for final approval of the settlement of class wage-and-hour claims and a related claim for PAGA penalties on May 2, 2024, at 10:30 a.m. in Department 613, the Honorable Andrew Y.S. Cheng presiding. Douglas Han (Justice Law Corporation) appeared for Plaintiffs. Scott Morrison (Orrick, Herrington & Sutcliffe LLP) appeared via CourtCall for Defendant. The motion is unopposed and no class members objected in writing or independently appeared at the hearing, either *pro se* or through counsel, to discuss or object to the motion. The Court has thoroughly reviewed and analyzed all of the briefing and evidence along with the oral arguments of counsel. On that basis, the Court **GRANTS** the motion for attorney's fees, costs, and service awards in the amounts below and **ORDERS** as follows.

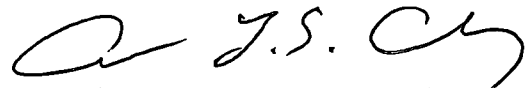
1 **1. Attorney's Fees:** The Court awards attorney's fees to Class Counsel in the total amount of
2 **\$2,125,000.** The Court finds \$2,125,000 rather than the amount proposed by Plaintiffs, to be reasonable
3 based on a consideration of the following factors: (1) the results obtained by Class Counsel in this case;
4 (2) the risks and legal issues involved in this case; (3) the fees' contingency upon success; (4) the range of
5 awards made in similar cases; (5) the time spent and work performed in litigating the case; and (6) a
6 lodestar cross-check. In reaching this conclusion, the Court finds the expert declaration of Mr. Pearl to be
7 unhelpful. The declaration is, in actuality, duplicative legal argument dressed up as expert testimony and
8 lacks sufficient detail and explanation to the extent there is any proper and helpful subject for the
9 testimony. The extent of the materials relied upon by Mr. Pearl, particularly as to the question of the
10 reasonable hours spent, is unclear. And, as just one example, it is unclear whether any lodestar cross-
11 check he performed accounted for the reasonableness (or lack thereof) of hours spent fixing substantial
12 issues with the earlier settlement structure and preliminary approval briefing. The Court disagrees that a
13 lodestar multiplier of 2.69 is appropriate based on the facts and circumstances of this case. Instead, the
14 need for a 2.69 multiplier to reach the percentage of the fund requested suggests that the percentage
15 requested is too high and is not reasonable. The Court find \$2,125,000 to be the appropriate and
16 reasonable amount for an award of attorney's fees.

17 **2. Class Representative Service Awards:** The proposed service awards in the total amount of
18 \$20,000 are disproportionate and unjustified. (See *Cellphone Termination Fee Cases* (2010) 186
19 Cal.App.4th 1380, 1394–95.) The Court awards **\$5,000** each to Marianne Ramirez and Wendy Campbell.

20 **3. Class Counsel Expenses:** Class Counsel shall be reimbursed for litigation expenses in the total
21 amount of **\$36,362.22**, which is the amount requested less \$1,000 in "anticipatory" travel expenses that
22 the Court does not find reasonable and actually incurred under the circumstances.¹

23 IT IS SO ORDERED.

24 Dated: May 2, 2024



25 ANDREW Y.S. CHENG
26 Judge of the Superior Court

27
28 ¹ The Court has not been provided with any anticipated breakdown of these expenses or information such as a flight or hotel reservation.

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

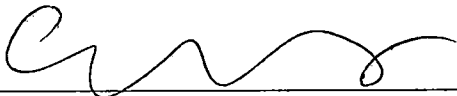
I, Ericka Larnauti, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On May 2, 2024, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: May 2, 2024

Brandon E. Riley, Clerk

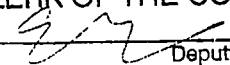
By: _____


Ericka Larnauti, Deputy Clerk

FILED
San Francisco County Superior Court

MAY 02 2024

CLERK OF THE COURT

BY:  Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

DEPARTMENT 613

MARIANNE RAMIREZ and WENDY
CAMPBELL, individually and on behalf of other
members of the general public similarly situated,

Plaintiffs,

v.

DELTA DENTAL OF CALIFORNIA, a
California Corp.; and DOES 1-100 inclusive,

Defendant.

Case No. CGC-21-589648

JUDGMENT

On May 2, 2024, this Court entered separate concurrent orders granting final approval of the settlement of this class and PAGA action and awarding attorney's fees, costs, and service awards (collectively, "Final Approval Orders"). **IT IS HEREBY ORDERED, ADJUDGED, AND**

DECREED THAT:

1. Judgment is hereby entered in accordance with this Court's Final Approval Orders.
2. The Settlement Class is defined as follows:

All current and former hourly-paid or non-exempt Professional and Clerical employees who are or were employed by Defendant Delta Dental of California ("Defendant") within the state of California at any time during the period from August 10, 2016 to February 8, 2023 ("Class Period"), which includes the following job titles:

Office Service Generalist, Secretary, Account Manager, Account Services Coordinator, Accounting Specialist, Accounts Payable Analyst, Accounts Payable Specialist, Accounts Receivable Specialist, Administrative Assistant, Administrative Coordinator Delta Federal Services, Appeal

Representative, Appeals Specialist, Associate Customer Advocate, Associate Operations Analyst, Associate Quality Analyst, Associate Service Desk Analyst, Audit Review Clerk, Bank Reconciliation Analyst, Benefits Specialist, Billing & Reconciliation Specialist Senior, Billing Analyst, Billing Clerk, Billing Configuration Specialist, Billing Specialist, Billing Specialist Senior, Business Analyst I, Claims Examiner I (NU), Claims Processing Coordinator, Claims Processing Specialist, Claims/Customer Service Auditor, Collection and Group Services Analyst, Communications Clerk, Computation Clerk, Computer Operator II, Computer Operator III, Contracts Analyst, Coordinator Collections & Group Services, Coordinator Marketing, Coordinator Professional Services, Correspondence Clerk, Correspondence Specialist, Customer Relations Analyst, Customer Relations Specialist, Customer Service Associate, Customer Service Clerk, Customer Service Representative, Customer Service Representative I, Customer Service Representative II, Customer Service Representative II – D2C, Customer Support Clerk, Data Entry Operator, Data Entry Operator/Imaging Tech, Dental Auditor, Deskside Support I, Deskside Support II, Desktop Administrator I, Desktop Administrator II, Desktop Engineer II, EDI Analyst, Edit Clerk, eEnrollment Analyst, eEnrollment Specialist, Electronic Data Specialist, Eligibility & Enrollment Clerk, Eligibility Administration Representative, Eligibility Clerk, Eligibility Updater, Enrollment Specialist, Escalation Coordinator, Executive Assistant I, Expeditor, Facilities Assistant, File Clerk, Graphics Clerk, Group Claims Analyst, Group File Analyst – Client Services, Group Records Specialist, Human Resources Assistant, Human Resources Specialist, Imaging Technician, Insert Mail Machine Operator, Intern, Legal Administrator, Legal Specialist, LMS Administrator, Mail Clerk, Mail Clerk II, Mail Clerk III, Mail Machine Operator, Management Expeditor, Messenger, Open Enrollment Assistant, Open Enrollment Benefits Enroller, Operations Analyst, Operations Analyst II, Operations Assistant, OPEX Machine Operator, Ortho Expeditor, Paralegal, Patient Coordinator, Payroll Administrator, Payroll Analyst, People Connect Agent, Printing Assistant, Printing Operator, Problem Correction System Coordinator, Procurement Specialist, Professional Relations Network Liaison, Proposal Development Specialist, Provider Administration Specialist, Provider Concierge Specialist, Publications Specialist, QA/QM Coordinator, Quality Assurance Analyst, Regulatory Complaint Coordinator, Reporting Specialist, Review Assistant, Review Assistant Senior, S/URS Liaison, Sales Assistant, Scanning Clerk, Secretary Executive, Security Engineer I, Senior Grievance & Appeals Coordinator, Service Desk Analyst I, Service Desk Analyst II, Sort Clerk, Sort Entry Clerk, Statistical Clerk, Student Intern, Study Model Clerk, Support Center Analyst I, Systems Analyst I, Tape Librarian II, TASC Analyst II, Team Lead Customer Service, Technical Writer, Telephone Inquiry Specialist, Telephone Representative, Telephone Representative – Bilingual, Telephone Service Center Clerk, Training Assistant, Word Processing Operator, and Workforce Management Coordinator.

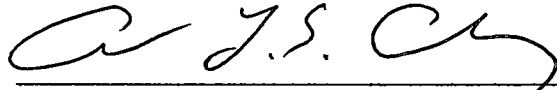
3. The following individuals are excluded from the Settlement Class: (1) Sean Weiner; (2) Sandra L. Brown; (3) Carolyn Marie Ramsing-Contreras; (4) Francine Anderson; and (5) Diana Jones. (Singh Decl., ¶ 12.)

1 4. Plaintiffs, on behalf of themselves and the Settlement Class, shall take nothing from their complaint
2 except as set forth in the Court's Final Approval Orders.

3 5. Pursuant to Code of Civil Procedure section 664.6, and Rule 3.769(h) of the California Rules of
4 Court—and without impacting the finality of this judgment—the Court retains jurisdiction over
5 Plaintiffs, all members of the Settlement Class, and Defendant for the purpose of supervising the
6 implementation, enforcement, construction, administration, and interpretation of the Settlement
7 Agreement and the Final Approval Orders.

8 IT IS SO ORDERED.

9
10 Dated: May 2, 2024



ANDREW Y.S. CHENG
Judge of the Superior Court

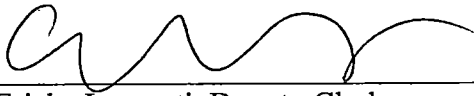
CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

I, Ericka Larnauti, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On May 2, 2024, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: May 2, 2024

Brandon E. Riley, Clerk

By: 
Ericka Larnauti, Deputy Clerk

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On May 3, 2024, I served the foregoing document described as

**ORDER GRANTING MOTION FOR FINAL APPROVAL; ORDER GRANTING
MOTION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS; JUDGMENT**

for the following case: **Ramirez, et al. v. Delta Dental of California**
LWDA/Court Case No.: **LWDA Case No.: CM- 891853-22**
Court Case No.: CGC-21-589648
San Francisco County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 3, 2024, at Pasadena, California.



Mariah Anderson