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Attorneys for Plaintiff Lori Dentinger
and Proposed Class Counsel

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

LORI DENTINGER, on behalf of herself
and all "aggrieved employees" pursuant to
Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

PROFESSIONAL EVALUATIONS &
DEVELOPMENTAL SERVICES, LLC, a
California limited liability company, and
DOES 1 through 10, inclusive,

Defendants.

CASE NO: STK-CV-UOE-2022-11016

Assigned to the Hon. Erin Guy Castillo, Dept. 10B

CLASS ACTION

**DECLARATION OF DANIEL F. GAINES IN
SUPPORT OF UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

**Date: November 2, 2023
November 3, 2023
November 7, 2023**

**Time: 9:00 a.m.
Dept.: 10B**

Complaint Filed: November 30, 2022

1 I, DANIEL F. GAINES, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I am
3 a shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Lori Dentinger ("Dentinger" or
4 "Plaintiff") and proposed Class Counsel in this action. I have personal knowledge of the facts set
5 forth herein and if called as a witness to testify to them, I could and would do so competently.

6 **Education and Experience:**

7 2. I obtained my BS degree from the University California at Berkeley in 2003. I
8 majored in Business Administration at the Haas School of Business.

9 3. Thereafter, I attended the University of Virginia School of Law. At Virginia, I was
10 a member of the editorial board of the Virginia Tax Review. I was also the recipient of the Lacy
11 Armour Scholarship, awarded to recognize academic excellence. At Virginia, I focused my
12 studies on tax and real estate. I earned my JD and became a member of the California Bar in 2007.

13 4. Until his retirement, I practiced law with my partner/father, Kenneth, at Gaines &
14 Gaines, APLC. My father practiced law in California for over 40 years, emphasizing litigation for
15 the vast majority of his career. Our current practice specializes in litigation, with an emphasis in
16 employment disputes like this one. Over 95% of our practice is devoted to complex employment
17 litigation.

18 5. My firm has represented employees in complex employment matters such as this
19 one, with an emphasis in wage and hour issues. I have participated in and have been certified as
20 class counsel in dozens of class action matters since my admission to the Bar. A list of the cases
21 in which I have been appointed as class counsel is attached hereto as **Exhibit A**.

22 **Factual and Procedural Background:**

23 6. On September 22, 2022, Plaintiff Dentinger exhausted the pre-filing requirements
24 of the Labor Code Private Attorneys General Act of 2004 ("PAGA").

25 7. On November 30, 2022, Plaintiff Dentinger initiated her Action in the San Joaquin
26 County Superior Court by filing a complaint, pursuant to PAGA, on behalf of herself and all other
27 aggrieved employees.

1 8. As set forth in the operative First Amended Complaint, the Action assert claims
2 against Defendant for (1) failure to pay all wages due (Labor Code §§ 226.7, 246, 510, 512, 1194,
3 and 1194.2; IWC Wage Order 4-2001); (2) failure to provide compliant meal periods or correct
4 compensation in lieu thereof (Labor Code §§ 226.7, 510, 512, 1174, 1174.5, 1194, and 1198; IWC
5 Wage Order 4-2001); (3) failure to provide compliant rest periods or correct compensation in lieu
6 thereof (Labor Code § 226.7; IWC Wage Order 4-2001); (4) failure to reimburse all business-
7 related expenses (Labor Code § 2802); (5) failure to comply with itemized employee wage
8 statement provisions (Labor Code § 226(a), (e)); (6) failure to timely pay wages due at the
9 separation of employment (Labor Code §§ 201-203); (7) violation of Business and Professions
10 Code § 17200 for underlying violations of the Labor Code as set forth in the Action; and (8) civil
11 penalties pursuant to PAGA for underlying violations of the Labor Code as set forth in the Action.

12 9. Defendant denies any liability or wrongdoing of any kind associated with the claims
13 alleged in the Action, and further denies that the Action are appropriate for class treatment for any
14 purpose other than this settlement. Defendant contends that it has complied at all times with the
15 California Labor Code. It is Defendant's position that, if this case were to be litigated, class
16 certification would be inappropriate because Plaintiff is not an adequate Class Representative,
17 Plaintiff's claims are not typical of putative class members, and individual issues predominate
18 over class issues, among other defenses. The Action, the negotiation and execution of this
19 Settlement Agreement, and all acts performed or documents executed pursuant to or in furtherance
20 of this Settlement Agreement (i) shall not be used as an admission, or as evidence of wrongdoing
21 by the Defendant, or for any other purpose whatsoever; (ii) shall not be an admission or evidence
22 of fault on behalf of Defendant in any action before a civil court, criminal court, administrative
23 agency of any type, or other tribunal; and (iii) shall not be deemed to be, and may not be used as,
24 an admission or evidence of the appropriateness of these or similar claims for class certification
25 in the Action or with respect to any other proceeding whatsoever.

26 10. The Class Representative contends that Defendant violated the California Labor
27 Code and Industrial Welfare Commission Wage Order(s), and that this case is appropriate for class
28 certification.

1 **Investigation and Settlement Discussions**

2 11. My colleagues and I have conducted a thorough investigation into the facts and law
3 during the prosecution of this class action case, including the exchange of extensive informal
4 discovery and the review and verification of statistical data and other facts and information
5 provided by Defendant. My colleagues and I investigated the applicable law as applied to the facts
6 discovered regarding the alleged claims of Plaintiff and potential defenses thereto, and the
7 damages and other losses claimed by Plaintiff.

8 12. On July 28, 2023, following our exchange of information and documents regarding
9 the Settlement Class and the claims and defenses asserted by the Parties, the Parties engaged in
10 arm's-length negotiations with the assistance of an experienced wage and hour mediator, Brandon
11 McKelvey, Esq., where the Parties were able to reach the resolution of the Action set forth herein.

12 **Class Counsel's Assessment of the Fairness of the Settlement and the Risks of Continued**

13 **Litigation:**

14 13. Based on our own independent investigation and evaluation, my colleagues and I
15 are of the opinion that settlement for the consideration and on the terms set forth in the Settlement
16 Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class in
17 light of all known facts and circumstances, including the risk of significant delay, the risk the
18 Settlement Class will not be certified by the Court, and the defenses asserted by Defendant.

19 14. The Parties agree that the Settlement Class may be certified for settlement purposes
20 only and that any motion for approval seeking, *inter alia*, certification of the Settlement Class is
21 for purposes of the settlement only. If for any reason the settlement is not approved, the
22 certification will have no force or effect and will immediately be revoked. The Parties further
23 agree that certification for purposes of the settlement is in no way an admission that class
24 certification is proper under the more stringent standard applied for litigation and that evidence of
25 this limited Settlement Agreement for settlement purposes only will not be admissible for any
26 purpose in this or any other proceeding.

1 15. The parties jointly prepared the Settlement Agreement and Release of Claims
2 ("Settlement Agreement", "Settlement", or "Stip."). A true and correct copy of the Settlement is
3 attached hereto as **Exhibit B**.

4 16. Defendant paid Class Members once a month until shortly after this Action was
5 filed. Not only were Class Members paid only once a month, they were paid late, typically issued
6 wages fifteen or more days after the end of the monthly payroll period. Labor Code §§ 204 and
7 210 authorize penalties for the late payment of wages exceeding \$67,000 here. Gaines Decl. ¶ __.

8 17. Plaintiff alleges that Defendant failed to pay Plaintiff and non-exempt Class
9 Members all wages due in numerous ways. First, non-exempt Class Members were paid a flat rate
10 of \$2.25 for drive time between clients and a flat rate of \$10 for supervision, no matter how many
11 minutes/hours were actually spent, and both of which are allegedly insufficient to cover the
12 applicable minimum wage. Next, Defendant required non-exempt Class Members to work off-
13 the-clock, without compensation. Non-exempt Class Members were only paid for time spent with
14 Defendant's clients and for specific limited report writing. They were not paid for time spent: (1)
15 preparing notes and charting, (2) responding to work-related phone calls and text messages, and
16 (3) washing and maintaining equipment to be used with Defendant's clients. Third, Defendant
17 compensated non-exempt Class Members for only 15 minutes of pay when its clients cancelled or
18 were a "no show," notwithstanding the fact that non-exempt Class Members were subject to
19 Defendant's control and scheduled to work during this time. Defendant is required to pay non-
20 exempt Class Members for half the usual or scheduled day's work, but in no event for less than
21 two hours at the employee's regular rate of pay. Fourth, Defendant also allegedly paid non-
22 exempt Class Members bonuses and shift differential wages that were not included in their regular
23 rate of pay for purposes of paying them meal and rest period premiums, sick pay, and overtime
24 wages at the correct rates. Defendant purportedly failed to properly blend these bonuses and shift
25 differential wages and instead paid non-exempt Class Members meal and rest period premiums,
26 sick pay wages, and overtime wages based only on the base hourly rate of pay, thus depriving non-
27 exempt Class Members of all wages earned.

1 18. Plaintiff further alleges that non-exempt Class Members were routinely unable to
2 take a proper meal period when they worked shifts in excess of five hours in duration. When they
3 were able to take a meal period, they were oftentimes late, cut-short, or on-duty. Plaintiff regularly
4 ate her lunch while driving between clients. Defendant never required employees to record their
5 meal periods.

6 19. Plaintiff further contends that non-exempt Class Members were denied, and
7 therefore unable to take, 10-minute rest periods for every four hours of work or major fraction
8 thereof, but were not paid premium wages of one hour's pay for each missed, denied and
9 unauthorized rest period. Plaintiff was too busy and not authorized to take her legally entitled
10 rest periods and was never paid premium wages for missed rest periods. Defendant had no
11 procedure in place for employees to be relieved to take their rest periods. As with meal periods,
12 Defendant failed to maintain any written rest period policy.

13 20. Class Members were required to incur expenses in the performance of their job
14 duties for which they were allegedly not fully reimbursed, in violation of Labor Code § 2802.
15 Defendant required Class Members to use their personal cell phones and home internet while
16 working for Defendant, for work-related purposes, but failed to reimburse them for their
17 use. Defendant also failed to reimburse Class Members for their mileage and instead paid only a
18 flat wage of \$2.25 for each drive. Defendant has shown no evidence of reimbursement of these
19 expenses.

20 21. Defendant failed to issue Class Members accurately itemized wage statements.
21 Specifically, non-exempt Class Members were not paid all wages due, as detailed above. As a
22 result, the wage statements issued by Defendant to non-exempt Class Members fail to accurately
23 state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in
24 violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5),
25 and all applicable hourly rates in effect during the pay period and the corresponding number of
26 hours worked at each hourly rate, in violation of Labor Code § 226(a)(9). Moreover, and
27 independent of the above allegations, the wage statements issued to Class Members allegedly
28 failed to set forth the address of the legal entity that is the employer, in violation of Labor Code §

1 226(a)(8). In addition, the wage statements allegedly fail to state how many hours Class Members
2 worked during the pay period, in violation of Labor Code § 226(a)(2).

3 22. Defendant allegedly failed to pay certain non-exempt Class Members all wages due
4 upon separation of employment, in violation of Labor Code §§ 201-203. As Defendant failed to
5 pay them all wages due during the course of their employment, as described above, these wages
6 were due and owing upon separation of employment yet went unpaid.

7 23. Although the value of the claims asserted by Plaintiff could easily exceed
8 \$2,000,000, they were not without risk, and the compromise reached here reflects that. Class
9 certification is a difficult hurdle to overcome, particularly in a case like this one where Defendant
10 argued nearly all of Plaintiff's claims could require individualized inquiries as to liability and
11 damages. Defendant argued it paid employees all wages due and issued legally compliant wage
12 statements pursuant to legally compliant policies and practices. It maintained that it offered all
13 meal and rest breaks required by law, and that employees had sufficient time in their daily
14 schedules to always take their required breaks. Defendant strongly contends that its policies and
15 practices do not violate any laws.

16 24. Perhaps the best defense proffered by Defendant is that it is a small operation that
17 could not withstand a substantial judgment or the costs required to vigorously defend this Action.
18 Settlement negotiations were primarily focused on Defendant's limited financial resources, and
19 the settlement sum reflects this inability to pay issue.

20 25. When the costs and risks of non-certification and loss on the merits are considered,
21 my colleagues and I are of the opinion that the settlement reached is clearly a favorable one.

22 26. The settlement for each Class Member is fair, reasonable and adequate, given the
23 inherent risk of litigation, the risk relative to class certification and the costs of pursuing such
24 litigation. The settlement shall finally resolve all claims of the Class Members as alleged in the
25 Action.

26 **Class Certification Requirements:**

1 27. To date, no class has been certified. The Stipulation of Settlement contains a
2 provision pursuant to which we stipulate to the Court's provisional certification of the
3 approximately 83-member Settlement Class, but do so for purposes of this settlement only.

4 28. In this case, the Class Members are identifiable from Defendant's employment and
5 payroll records. Further, the Settlement Class is sufficiently numerous to warrant certification.
6 According to Defendant's records, the Class comprises approximately 83 members.

7 29. The Class Members' claims all stem from a common source: members of the
8 Settlement Class allege that Defendant violated the same Labor Code provisions in connection
9 with their employment in non-exempt positions. All members of the Class seek the same relief
10 under the same California laws (related to unpaid wages, unpaid meal and rest period premiums,
11 inaccurate or incomplete wage statements, failure to reimburse expenses, failure to timely pay
12 wages due upon separation, and derivative claims). Under these circumstances, the commonality
13 requirement is satisfied for purposes of certifying the Settlement Class for settlement purposes.

14 30. In this case, named Plaintiff and proposed Class Representative is a former non-
15 exempt employee who worked for Defendant in the State of California during the Class Period.
16 She contends that Defendant failed to timely pay all wages due, failed to provide meal and rest
17 periods, failed to comply with itemized employee wage statement provisions, failure to reimburse
18 expenses, and failed to timely pay wages at the separation of employment, in violation of Labor
19 Code §§ 201, 202, 204, 210, 226(a), 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1198,
20 2698, 2699, and 2802, among other Labor Code provisions. She has the same claims as those that
21 the members of the Settlement Class would reasonably be expected to bring based on the course
22 of conduct alleged herein.

23 31. Plaintiff has also demonstrated that he will aggressively and competently assert the
24 interests of the proposed Settlement Class; she has taken an active role in the litigation and has no
25 apparent conflicts with other class members.

1 **Settlement of Claims Pursuant to Labor Code § 2699 et seq. (PAGA)**

2 32. Concurrently with the filing of this Motion, my office is transmitting the Settlement
3 Agreement (and these approval documents) to the LWDA, in compliance with Labor Code §
4 2699(1)(2). Evidence of submission is attached hereto as **Exhibit C**.

5 I declare, under penalty of perjury, under the laws of the State of California, that the
6 foregoing is true and correct. Executed this 20th day of September, 2023 at Westlake Village,
7 California.

8 *Daniel F. Gaines*
9 _____
10 DANIEL F. GAINES
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EXHIBIT A

Adams v. Newell Rubbermaid, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Agredano v. GS Brothers, Inc., Los Angeles County Superior Court, Case No. BC445561

Allen v. Toms Sierra Company, Nevada County Superior Court, Case No. CU18-082823

Allen v. Valley Inventory Service, Inc., Solano County Superior Court, Case No. FCS034682

Alvarez v. Pilot Travel Centers, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

Alonzo v. Camblin Steel Service, Inc., Placer County Superior Court, Case No. SCV0034165

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Andre v. Newell Rubbermaid, Inc., San Bernardino County Superior Court, Case No. CIVVS1200282

Anduha v. ABC Phones of North Carolina, Inc., Stanislaus County Superior Court, Case No. 2022729

Anslow v. Wellington Energy, Inc., USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Batmanghelich v. Sirius XM Radio Inc., USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Brandt v. Sacramento Auto Insurance Center, Inc., San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

Brown v. 22nd District Agricultural Association, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

Brown v. Sierra Central Credit Union, Sutter County Superior Court, Case No. CVCS18-0002161

Burgess v. Blue Cross and Blue Shield of South Carolina, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

Burgess v. Strategic Retail Solutions, LLC, Los Angeles County Superior Court, Case No. BC413791

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Caporicci v. Owens & Minor Distribution, Inc., San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

Carl v. Advanced Call Center Technologies, LLC, Sacramento County Superior Court, Case No. 34-2013-00148310

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrete v. Gamestop, Inc., Imperial County Superior Court, Case No. ECU08501

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Caudillo v. Aegis Treatment Centers, LLC, Merced County Superior Court, Case No. 18CV-0744

Cerami v. Metlife, Inc., USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

Charles v. Aaron's Inc., Los Angeles County Superior Court, Case No. BC431468

Charles v. Nursefinders, LLC, Imperial County Superior Court, Case No. ECU07422

Cheifer v. JetBlue Airways Corporation, Los Angeles County Superior Court, Case No. BC451887

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Chong, et al. v. Crescent Northwoods Inn, Inc., Del Norte County Superior Court, Case No. CVUJ-2018-1133

Church v. GameStop, Inc., et. al., USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

Clothier v. Spar Marketing Services, Inc., Alameda County Superior Court, Case No: RG12-639317

Coleman v. Wireless Lifestyle, Inc., USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

Colombo-Beyeler, et al. v. Viking River Cruises, Inc., San Bernardino County Superior Court, Case No. CIVDS1611608

Conlee v. Clark Pacific Corporation, Yolo County Superior Court, Case No. CV14-1409

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Corona v. Yosemite Meat & Locker Service, Inc., Stanislaus County Superior Court, Case No. 2006828

Cortellessa v. Dotnext, Inc., Alameda County Superior Court, Case No. RG09429971

County v. Ingram Mirco, Inc., San Bernardino Superior Court, Case No. CIVRS 1304445

Covarrubias, et al. v. Petersendean Builder Group, Inc., Kern County Superior Court, Case No. BCV-16-101122

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cruz-Garcia v. Lemonade Restaurant Group, LLC, Los Angeles County Superior Court, Case No. BC478205

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Diaz, et al. v. Seaworld Entertainment, Inc., Imperial County Superior Court, Case No. ECU10046

Diggs v. Western Waterproofing Company, Inc., San Francisco County Superior Court, Case No. CGC-14-539281

Dismuke v. Rhodes Retail Services, Inc., Sacramento County Superior Court, Case No. 34-2011-00105001

Dorsette v. TA Operating, LLC, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

Duran v. The Image of California, Inc., Kern County Superior Court, Case No. S-1500-CV-284056 DRL

Edwards v. Trans World Entertainment Corp., San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Escobar v. SMSSI of California, Inc., San Francisco Superior Court, JCCP No. 4776

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Estrada v. Net Source Communications, Inc., Los Angeles County Superior Court, Case No. BC431169

Estrada v. OS Restaurant Services, LLC, Santa Clara County Superior Court, Case No. 16CV293249

Estupinan v. Global Development Strategies, Inc., Santa Clara County Superior Court, Case No. 110CV178898

Fadhl. v. Siemens Healthcare Diagnostics Inc., Sacramento County Superior Court, Case No. 34-2017-00209518

Fernandez v. The Regents of the University of California, Los Angeles County Superior Court, Case No. BC656256

Ferrer v. Dish Network Corporation, Los Angeles County Superior Court, Case No. BC441354

Findora v. Barry Callebaut USA LLC, Napa County Superior Court, Case No. 19CV000219

Flores v. Cintas Corporation, Los Angeles County Superior Court, Case No. BC400422

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Galarza v. Bayou Well Services, LLC, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

Galarza v. C & H Testing Service LLC, Kern County Superior Court, Case No. BCV-15-100008 SPC

Garcia v. Old Dominion Freight Line, Inc., San Bernardino County Superior Court, Case No. CIVDS1404636

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gibbs v. M. Lehmann Enterprises, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

Gilles v. Schaefer Ambulance Service Inc., Imperial County Superior Court, Case No. ECU07970

Goldman, et al. v. Defender's, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

Gomez v. Low Desert Empire Pizza, Inc., San Bernardino County Superior Court, Case No. CIVVS900392

Gomez v. Pizza Hut of Southeast Kansas, Inc., San Bernardino County Superior Court, Case No. CIVVS900679

Gonzalez v. Harris Farms, Inc., USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Gutierrez v. Linkus Enterprises, Inc., Madera County Superior Court, Case No. MCV065774

Gutierrez v. Shiekh, LLC, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

Hairston v. Stanislaus Surgical Hospital, Stanislaus County Superior Court, Case No. CV-19-000651

Hindman v. Service Quick, Inc., San Bernardino County Superior Court, Case No. CIVDS1724229

Hogan v. iMobile of CA LLC, San Bernardino County Superior Court, Case No. CIVDS1409263

Hogan v. Wireless Evolution Inc., Riverside County Superior Court, Case No. MCC1300669

Hogan v. Wireless That's It! LLC, Riverside County Superior Court, Case No. RIC1201997

Holmes v. Bottling Group, LLC, Stanislaus County Superior Court, Case No. 2022584

Hooper, et al. v. URS Midwest, Inc., et al., San Bernardino Superior Court, Case No. CIVDS1607489

Humphrey v. Freedomroads, LLC, Shasta County Superior Court, Case No. 178228

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Hyde v. Dent Wizard International Corporation, Sacramento County Superior Court, Case No. 34-2015-00173882

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Id-deen v. Educational Services of America, Solano County Superior Court, Case No. FCS040803

Isherwood v. Mason Dixon Intermodal, Inc., San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

Jahanbin v. Pacific Mercantile Bank, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Johnson v. The Goodyear Tire & Rubber Company, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

Jolin v. Bay Cities Recovery, Inc., El Dorado County Superior Court, Case No. PC20100458

Jordan v. Sutter Memorial Hospital, Stanislaus County Superior Court, Case No. 2023344

Keebaugh v. Mike Thompson Recreational Vehicles, San Bernardino County Superior Court, Case No. CIV-DS-1500718

Kelly v. Robin's Enviro Vac, Inc., Kern County Superior Court, Case No. S-1500-CV-282277
DRL

King v. Levy Premium Foodservice Limited Partnership, Alameda County Superior Court, Case No. HG15786353

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lee, et al. v. Foster Dairy Farms, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

Lemus, et al. v. Eastridge Workforce Technology, Inc., San Bernardino County Superior Court, Case No. CIV-DS-1611470

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Lemus v. On Assignment Staffing Services, San Bernardino County Superior Court, Case No. CIV-DS-1600497

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lopez v. Creative Communication Technologies, Inc., Imperial County Superior Court, Case No. ECU07851

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Lopez v. Truck Accessories Group, LLC, Yolo County Superior Court, Case No. CV13798

Ludlow v. Prince Telecom, LLC, Stanislaus County Superior Court, Case No. 684239

Luna v. Express Locations, LLC, Imperial County Superior Court, Case No. ECU09779

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Maldonado v. Hardwood Flooring Liquidators, Inc., Los Angeles County Superior Court, Case No. BC642170

Mansfield v. Cambridge Real Estate Services, Inc., Butte County Superior Court, Case No. 160175

Martinez v. DPI Specialty Foods West, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

Martinez v. Styles For Less, Inc., San Bernardino County Superior Court, Case No. CIVVS1203057

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Maze v. Bulldog Freightway, Inc., Imperial County Superior Court, Case No. ECU08716

McCormick v. G & O Body Shop, Inc., El Dorado Superior Court, Case No. PC20130291

McCrary v. Campbell Soup Supply Company, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

McDaniel v. Vancary, Inc., Tulare County Superior Court, Case No. 268036

Melgar-Farela v. Guardian Compliance, Inc., Los Angeles County Superior Court, Case No. BC481865

Mendiola v. Tyco Electronics Corporation, Riverside County Superior Court, Case No. RIC1400721

Mettler v. Les Schwab Tire Centers of California, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

Miller v. California Subshine, Inc., Los Angeles County Superior Court, Case No. BC637754

Miller v. Southwest Airlines Co., USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

Mitchell v. Crossmark, Inc., USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

Moghrabi v. Vitaligent, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Moore v. Horizon Solar Power, Inc., San Bernardino County Superior Court, Case No. CIVDS1410001

Murray v. Select Media Services, LLC, Los Angeles County Superior Court, Case No. BC424506

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Navarro v. Mariana Packing Co., Inc., Solano County Superior Court, Case No. FCS045935

Nehrlich, et al. v. RPM Mortgage, Inc., Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

Overton v. Hat World, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

Perez v. Alcatel-Lucent USA Inc., Imperial County Superior Court, Case No. ECU07977

Perez v. Major Gloves and Safety, Inc., San Bernardino County Superior Court, Case No. CIVDS1710445

Perry v. Cardinal Health 200, LLC, Solano County Superior Court, Case No. FCS035303

Phraxayavong-Briones v. RSM, Inc., Sacramento County Superior Court, Case No. 34-2012-00117524

Pugh v. Wi Spa, LLC, Imperial County Superior Court, Case No. ECU07932

Quist v. Knight Transportation, Inc., San Bernardino Superior Court, Case No. CIVDS 1615414

Quitco v. Aviation Fuel Systems Repair, Inc., San Bernardino Superior Court, Case No. CIVRS1302311

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Rees v. Advantel, Incorporated, Santa Clara County Superior Court, Case No. 16-CV-292219

Renfrow v. Janra Enterprises, Inc., Sacramento County Superior Court, Case No. 3402010-00080471

Reynolds v. Diamond Pet Food Processors of Ripon, San Joaquin County Superior Court, Case No. 39-2014-00310818

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Richardson v. TEC Equipment, Inc., et al., Los Angeles County Superior Court, Case No. VC065536

Robles v. North County Health Project Incorporated, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

Rodas v. Monetary Management of California, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

Rodriguez v. 20/20 Plumbing & Heating, Inc., San Bernardino County Superior Court, Case No. CIVDS1705362

Rodriguez v. Commerce Distribution Company, Los Angeles County Superior Court, Case No. BC656259

Rodriguez v. Valley Oak, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Russell v. Bradshaw International, Imperial County Superior Court, Case No. ECU00853

Rutledge, et al. v. Healthport Technologies, LLC, Alameda County Superior Court, Case No. RG16835813

Sabala v. Econtactlive, Inc., Stanislaus County Superior Court, Case No. 684981

Sabatier v. Picture Perfect Installation, Inc., Riverside County Superior Court, Case No. RIC10004953

Salameh v. Sonomaidence OPCO, LLC, Sonoma County Superior Court, Case No. SVC264228

Salazar v. Tag-3 Medical Investment Group, LLC, Los Angeles County Superior Court, Case No. BC527698

Salbeck v. Ingredion Incorporated, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

Sampson v. Healthnet of California Inc., Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

Sanchez v. Don Roberto Jewelers, Inc., Imperial County Superior Court, Case No. ECU06819

Sanders v. Lionakis, Sacramento County Superior Court, Case No. 34-2017-00223601

Santana v. United Staffing Associates, LLC, Tulare County Superior Court, Case No. 249338

Schrader v. Adidas Promotional Retail Operations, Inc., Los Angeles County Superior Court, Case No. BC414168

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Trical, San Benito County Superior Court, Case No. CU-16-00218

Simler v. Polly's Inc., Riverside County Superior Court, Case No. RIC 1117862

Sipin, Scott v. Salesforce.com, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

Skuro v. BMW of North America, LLC, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solomon v. City of Los Angeles, Los Angeles County Superior Court, Case No. BC570345

Solano v. Vozzcom, Inc., Imperial County Superior Court, Case No. ECU09519

Smith, et al. v. Sente Development, Inc., Sacramento County Superior Court, Case No. 34-2016-00196614

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Solowitz v. BakeMark USA LLC, Los Angeles County Superior Court, Case No. BC467838

Spampinato v. Wind & Sea Restaurants, Inc., San Bernardino County Superior Court, Case No. CIVVS1205154

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVDS1712220

Stephens v. C.S., Inc., Riverside County Superior Court, Case No. PSC1301224

Stevenson v. Harvest Management Sub LLC, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tigas v. Ajilon Communications, Los Angeles County Superior Court, Case No. BC409737

Torres v. Coastal Employment Inc., Los Angeles County Superior Court, Case No. BC529207

Tran v. CSP Fiber Services, San Bernardino County Superior Court, Case No. CIVDS172758

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Van Son v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC494747

Vasquez v. Schurman Fine Papers, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

Velasquez v. Modesto Ventures, LLC, Sacramento County Superior Court, Case No. 32-2012-00126159

Victoria v. Bali Limousines Inc., San Mateo County Superior Court, Case No. CIV507774

Victorian v. Vision X, Inc., Los Angeles County Superior Court, Case No. BC400333

Wade v. Frito Lay, Kern County Superior Court, Case No. BCV-17-102014

Walls v. E. & J. Gallo, Stanislaus County Superior Court, Case No. 2015874

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

Waybright v. EAH, Inc., Stanislaus County Superior Court, Case No. 2011677

Weiss v. C.A.R. Enterprises, Inc., Riverside County Superior Court, Case No. RIC1113165

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Williams v. Dennis Dillon RV, LLC, San Bernardino County Superior Court, Case No. CIVDS 16006879

Williams v. Closet World, Inc., Los Angeles County Superior Court, Case No. BC400178

Williams v. Progress Rail Services Corporation, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

Wing v. Three Group, Inc., Los Angeles County Superior Court, Case No. BC643883

Wilson v. ALSCO, Inc., Imperial County Superior Court, Case No. ECU07406

Wilson v. Michael C. Stead, Inc., Contra Costa Superior Court, Case No. C1400135

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woody v. WBN Home Design, San Bernardino County Superior Court, Case No. CIVDS1613367

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Woodyard v. Bellus ALC Acquisition, LLC, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

Ybarra v. New Legend, Inc., Sutter County Superior Court, Case No. CVCS-16-2097

Zaragoza v. Center Automotive, Inc., Los Angeles Superior Court, Case No. BC505194

EXHIBIT B

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7 Attorneys for Plaintiff Lori Dentinger, on behalf of herself and all "aggrieved employees"
8 pursuant to Labor Code § 2698 *et seq.*

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **IN AND FOR THE COUNTY OF SAN JOAQUIN**

11 LORI DENTINGER, on behalf of herself
12 and all "aggrieved employees" pursuant to
13 Labor Code § 2698 *et seq.*,

14 Plaintiffs,

15 v.

16 PROFESSIONAL EVALUATIONS &
17 DEVELOPMENTAL SERVICES, LLC, a
California limited liability company, and
DOES 1 through 10, inclusive,

18 Defendants.

CASE NO: STK-CV-UOE-2022-11016

Assigned to the Hon. Erin Guy Castillo, Dept. 10B

**SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

Complaint filed: November 30, 2022

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SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

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SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Settlement Agreement") is made and entered into by and between Plaintiff Lori Dentinger ("Dentinger," "Plaintiff," or "Class Representative"), individually and on behalf of all others similarly situated, and Defendant Professional Evaluations & Developmental Services, LLC ("Defendant"), subject to the terms and conditions herein and the Court's approval.

A. Definitions.

1. Plaintiff, the Settlement Class (as defined below), Aggrieved Employees and Defendant are collectively referred to herein as "the Parties."

2. Daniel F. Gaines and Alex P. Katofsky of Gaines & Gaines, APLC are counsel of record for Plaintiff Lori Dentinger. For purposes of this Settlement Agreement only, Gaines & Gaines, APLC shall be designated as "Class Counsel."

3. The "Action" means *Lori Dentinger v. Professional Evaluations & Developmental Services, LLC*, San Joaquin County Superior Court Case. No. STK-CV-UOE-2022-11016 (the "Action").

4. The "Settlement Class" shall be defined as "all non-exempt employees of Defendant Professional Evaluations & Developmental Services, LLC in California at any time between November 30, 2018 and the earlier of (1) the date of preliminary approval of this Settlement or (2) September 26, 2023 (the "Class Period End Date)". Defendant represents that this Class contains no more than approximately 83 Class Members who worked no more than 13,500 workweeks during the Class Period (defined below).

5. The "Class Period" shall be defined as the time period between November 30, 2018 and the Class Period End Date.

6. The "Aggrieved Employees" shall be defined as "all non-exempt employees of Defendant Professional Evaluations & Developmental Services, LLC in California at any time between September 22, 2021 and the Class Period End Date (the "PAGA Period").

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1 7. Members of the Settlement Class shall collectively be referred to as a "Class
2 Member" or "Class Members." Any Class Member who files a timely request for exclusion, as
3 detailed below, will be excluded from the final Settlement Class.

4 8. The "Effective Date" is defined as the date the Court signs an order granting final
5 approval of the settlement and entering judgment thereon (the "Effective Date") If objections to
6 the settlement are filed that are not subsequently withdrawn, the Effective Date of the settlement is
7 the sixty-fifth (65th) day after notice of the final approval order is mailed, unless an appeal is filed,
8 in which case the Effective Date is the day after (1) the settlement is upheld by the Court of Appeals,
9 or (2) all appeals are dismissed.

10 **B. General.**

11 1. On September 22, 2022, Plaintiff Dentinger exhausted the pre-filing requirements
12 of the Labor Code Private Attorneys General Act of 2004 ("PAGA").

13 2. On November 30, 2022, Plaintiff Dentinger initiated her Action in the San Joaquin
14 County Superior Court by filing a complaint, pursuant to PAGA, on behalf of herself and all other
15 aggrieved employees.

16 3. As set forth in the First Amended Complaint, the Action assert claims against
17 Defendant for (1) failure to pay all wages due (Labor Code §§ 226.7, 246, 510, 512, 1194, and
18 1194.2; IWC Wage Order 4-2001); (2) failure to provide compliant meal periods or correct
19 compensation in lieu thereof (Labor Code §§ 226.7, 510, 512, 1174, 1174.5, 1194, And 1198; IWC
20 Wage Order 4-2001); (3) failure to provide compliant rest periods or correct compensation in lieu
21 thereof (Labor Code § 226.7; IWC Wage Order 4-2001); (4) failure to reimburse all business-
22 related expenses (Labor Code § 2802); (5) failure to comply with itemized employee wage
23 statement provisions (Labor Code § 226(a), (e)); (6) failure to timely pay wages due at the
24 separation of employment (Labor Code §§ 201-203); (7) violation of Business and Professions
25 Code § 17200 for underlying violations of the Labor Code as set forth in the Action; and (8) civil
26 penalties pursuant to PAGA for underlying violations of the Labor Code as set forth in the Action.

27 4. Defendant denies any liability or wrongdoing of any kind associated with the claims
28 alleged in the Action, and further denies that the Action are appropriate for class treatment for any

1 purpose other than this settlement. Defendant contends that it has complied at all times with the
2 California Labor Code. It is Defendant's position that, if this case were to be litigated, class
3 certification would be inappropriate because Plaintiff is not an adequate Class Representative,
4 Plaintiff's claims are not typical of putative class members, and individual issues predominate over
5 class issues, among other defenses. The Action, the negotiation and execution of this Settlement
6 Agreement, and all acts performed or documents executed pursuant to or in furtherance of this
7 Settlement Agreement (i) shall not be used as an admission, or as evidence of wrongdoing by the
8 Defendant, or for any other purpose whatsoever; (ii) shall not be an admission or evidence of fault
9 on behalf of Defendant in any action before a civil court, criminal court, administrative agency of
10 any type, or other tribunal; and (iii) shall not be deemed to be, and may not be used as, an admission
11 or evidence of the appropriateness of these or similar claims for class certification in the Action or
12 with respect to any other proceeding whatsoever.

13 5. The Class Representative contends that Defendant violated the California Labor
14 Code and Industrial Welfare Commission Wage Order(s), and that this case is appropriate for class
15 certification.

16 6. Class Counsel represent that they have conducted a thorough investigation into the
17 facts and law during the prosecution of this class action case, including the exchange of extensive
18 formal and informal discovery and the review and verification of statistical data and other facts and
19 information provided by Defendant. Counsel for the Parties also represent that they have
20 investigated the applicable law as applied to the facts discovered regarding the alleged claims of
21 Plaintiff and potential defenses thereto, and the damages and other losses claimed by Plaintiff.

22 7. On July 28, 2023, following their exchange of information and documents regarding
23 the Settlement Class and the claims and defenses asserted by the Parties, the Parties engaged in
24 arm's-length negotiations with the assistance of an experienced wage and hour mediator, Brandon
25 McKelvey, Esq., where the Parties were able to reach the resolution of the Action set forth herein.

26 8. Based on their own independent investigation and evaluation, Class Counsel are of
27 the opinion (and will so represent to the Court) that settlement for the consideration and on the
28 terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best

1 interest of the Settlement Class in light of all known facts and circumstances, including the risk of
2 significant delay, the risk the Settlement Class will not be certified by the Court, and the defenses
3 asserted by Defendant. Defendant and its counsel also agree (and will so represent to the Court)
4 that this settlement is fair and in the best interest of the Settlement Class.

5 9. The Parties agree that the Settlement Class described herein may be certified for
6 settlement purposes only and that any motion for approval seeking, *inter alia*, certification of the
7 Settlement Class is for purposes of the settlement only. If for any reason the settlement is not
8 approved, the certification will have no force or effect and will immediately be revoked. The
9 Parties further agree that certification for purposes of the settlement is in no way an admission that
10 class certification is proper under the more stringent standard applied for litigation and that
11 evidence of this limited Settlement Agreement for settlement purposes only will not be admissible
12 for any purpose in this or any other proceeding.

13 **C. Terms of Settlement.**

14 1. The financial terms of the Settlement Agreement are as follows:

15 (a) **Gross Settlement Amount:** The Parties agree to settle the Action for a Gross
16 Settlement Amount of **Five Hundred Twenty-Five Thousand U.S. Dollars (\$525,000)** ("the
17 Gross Settlement Amount"), subject to any increase based on the escalator provision in paragraph
18 H(16) herein. The Gross Settlement Amount includes the attorneys' fees of Class Counsel;
19 litigation costs and expenses (which includes, without limitation, all such fees and costs incurred
20 to date, as well as such fees and costs to be incurred in documenting the settlement, providing any
21 notices required as part of the settlement, securing Court approval of the settlement, and obtaining
22 judgment in the Action); the Service Payment to the Class Representative, as approved by the
23 Court; the payment to the California Labor and Workforce Development Agency ("LWDA"); and
24 all costs of administration, including, without limitation, settlement administration fees and
25 expenses. All employer payroll tax obligations due on wage payments made from the Net
26 Settlement Proceeds shall be paid by Defendant separately and apart from, and in addition to, the
27 Gross Settlement Amount.

1 (b) **Net Settlement Proceeds:** "Net Settlement Proceeds" is defined as the
2 Gross Settlement Amount less the amounts approved and awarded by the Court for: attorneys' fees
3 and documented litigation costs and expenses incurred or advanced by Class Counsel; the Service
4 Payment to the Class Representative; the payment to the LWDA pursuant to PAGA; and the costs
5 of administering the settlement.

6 (c) **Calculation of the Individual Payment Amounts:** "Individual Payment
7 Amount" means the portion of the Net Settlement Proceeds distributable to each Class Member
8 who participates in the Class Settlement (i.e., who does not submit a valid request for exclusion
9 form) and each Aggrieved Employee, whether they participate in the Class Settlement or not. As
10 to participating Class Members, the class portion of the Individual Payment Amount will be
11 determined by dividing the Net Settlement Proceeds, less the \$10,000 PAGA allocation, by the
12 total number of hours worked as a non-exempt employee in California by the entire Settlement
13 Class during the Class Period, net of opt outs, resulting in the class hour value; and then multiplying
14 the class hour value by the number of hours worked as a non-exempt employee in California by
15 each participating Class Member during the Class Period. As to the Aggrieved Employees, the
16 PAGA portion of the Individual Payment Amount will be determined by dividing the PAGA
17 settlement amount (\$10,000) by the total number of pay periods worked as a non-exempt employee
18 in California by all Aggrieved Employees during the PAGA Period, resulting in the PAGA pay
19 period value; and then multiplying the PAGA pay period value by the number of pay periods
20 worked by each Aggrieved Employee as a non-exempt employee in California during the PAGA
21 Period.

22 (d) For tax purposes, the class portion of each Individual Payment Amount will
23 be apportioned (a) 20% as wages (reported on an IRS Form W-2 and subject to applicable
24 withholdings); and (b) 80% equally as penalties and interest (reported on an IRS Form 1099, if
25 required). The PAGA portion of each Individual Payment Amount will be apportioned 100% as
26 penalties (reported on an IRS Form 1099, if required). All Individual Payment Amounts paid to
27 Class Members and Aggrieved Employees will be subject to any applicable wage garnishments,
28 liens, or other legally mandated treatment as required by law.

1 (e) **PAGA Payments:** The Parties agree that Forty Thousand Dollars (\$40,000)
2 shall be allocated to settle Plaintiff' claims brought pursuant to PAGA. Of this amount, Seventy-
3 Five percent (75%), or Thirty Thousand Dollars (\$30,000), shall be paid to the LWDA, and the
4 remaining Twenty-Five percent (25%), or Ten Thousand Dollars (\$10,000), shall be paid to
5 Aggrieved Employees as part of the Net Settlement Proceeds.

6 (f) **Service Payment and General Release Payment to Class Representative:**
7 The amount awarded to the Class Representative as a Service Payment and in exchange for a
8 general release, as set forth in Paragraph D(2), below, will be set by the Court in its discretion, not
9 to exceed Fifteen Thousand Dollars (\$15,000). This amount will be deducted from the Gross
10 Settlement Amount. An IRS Form 1099 will be issued to the Class Representative for her Service
11 Payment. Defendant agrees not to dispute or otherwise object to the Service Payment if Plaintiff
12 requests \$15,000 or less.

13 (g) **Attorneys' Fees:** An award to Class Counsel of attorneys' fees will be
14 deducted from the Gross Settlement Amount in an amount to be set by the Court taking into account
15 the settlement award that has been made available for the Settlement Class by the efforts of Class
16 Counsel. The amount awarded shall not exceed 35% of the Gross Settlement Amount (i.e., One
17 Hundred Eighty-Three Thousand Seven Hundred Fifty Dollars (\$183,750)). An IRS Form 1099
18 will be issued to Class Counsel with respect to its award of attorneys' fees. Defendant agrees not
19 to dispute or otherwise object to the attorneys' fee award requested by Class Counsel so long as the
20 request does not exceed 35% of the Gross Settlement Amount.

21 (h) **Attorneys' Costs and Expenses:** Class Counsel will be reimbursed from
22 the Gross Settlement Amount in an amount to be set by the Court for documented out-of-pocket
23 litigation costs and expenses, not to exceed Twelve Thousand Dollars (\$12,000). An IRS Form
24 1099 will be issued to Class Counsel with respect to its award of costs and expenses. Defendant
25 agrees not to dispute or otherwise object to the attorneys' cost award requested by Class Counsel
26 so long as the request does not exceed \$12,000.

27 (i) **Settlement Administration Costs:** The fees and other charges of the
28 Settlement Administrator to administer the Settlement are expected to total no more than Five

1 Thousand Dollars (\$5,000.00) and will be paid from the Gross Settlement Amount. These fees
2 shall include any costs associated with the required tax reporting on any Individual Payment
3 Amounts, and the issuing of any and all W-2 and 1099 forms. Subject to approval of the Court, the
4 Parties have agreed that Phoenix Settlement Administrator will serve as a neutral third-party
5 claims' administrator ("Settlement Administrator") to perform all acts related to providing notice
6 to the Settlement Class. Settlement Administrator shall be responsible for (a) printing and
7 distributing the Court-approved Notice of Class Action Settlement ("Class Notice") to all Class
8 Members; (b) administering the settlement; (c) processing exclusions, objections, and field
9 inquiries from Class Members; (d) resolving disputes; (e) calculating the Individual Payment
10 Amount each Participating Class Members is eligible to receive; (f) distributing the Gross
11 Settlement Amount as directed by the Court and set forth herein; (g) tax reporting; (h) providing
12 necessary weekly status reports; and (i) other duties and responsibilities set forth herein.

13 (j) **No Warranty by Defendant:** Plaintiff understands and agrees that
14 Defendant is not providing Plaintiff or Class Members with tax or legal advice and that Defendant
15 makes no representations regarding tax obligations or consequences, if any, related to this
16 Settlement Agreement.

17 **D. Release of Claims.**

18 1. Upon the Effective Date, and subject to Defendant's full payment of the Gross
19 Settlement Amount and all associated employer payroll tax obligations, Plaintiff and all Settlement
20 Class Members who do not timely opt-out of the Settlement will be deemed to have fully released
21 and discharged Defendant Professional Evaluations & Developmental Services, LLC, and its
22 present and former officers, directors, members, owners, managers, shareholders, agents,
23 operators, partners, joint ventures, subsidiaries, parent companies, related entities, consultants,
24 attorneys, successors or assignees ("Released Parties") from any and all Released Class Claims
25 which arose during their employment in a non-exempt position in California during the Class
26 Period.

27 2. Upon the Effective Date, and subject to Defendant's full payment of the Gross
28 Settlement Amount and all associated employer payroll tax obligations, Plaintiff and all Aggrieved

1 Employees will be deemed to have fully released and discharged the Released Parties from any and
2 all Released PAGA Claims which arose during their employment in a non-exempt position in
3 California during the PAGA Period.

4 3. "Released Class Claims" means any and all claims and/or causes of action which
5 accrued during the Class Period during employment in a non-exempt position in California, that
6 are alleged, or that could have been alleged in the Action based on the facts set forth in the First
7 Amended Complaint (which includes direct class action claims under Labor Code §§ 201, 202,
8 226(a), 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1198, and 2802 and under Business &
9 Professions Code section 17200 *et seq.* predicated on the underlying Labor Code claims alleged).
10 No PAGA claims are encompassed in the Released Class Claims.

11 4. "Released PAGA Claims" means any and all PAGA claims and/or causes of action
12 which accrued during the PAGA Period during employment in a non-exempt position in
13 California, that are alleged in the First Amended Complaint on file in the Action, or that could
14 have been alleged in the Action based on the facts set forth in the First Amended Complaint,
15 including Labor Code §§ 201, 202, 204, 210, 226(a), 226.3, 226.7, 246, 510, 512, 558, 1174,
16 1174.5, 1194, 1198, and 2802. No Aggrieved Employee may opt out of the PAGA portion of the
17 Settlement.

18 5. Upon the Effective Date, and subject to Defendant's full payment of the Gross
19 Settlement Amount and all associated employer payroll tax obligations, Plaintiff Dentinger shall
20 be deemed to have fully, finally, and forever released the Released Parties from any and all claims,
21 obligations, demands, Action, rights, causes of action, and liabilities against the Released Parties,
22 of whatever kind and nature, character, and description, whether in law or equity, whether
23 sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common
24 law, or other source of law, whether known or unknown, and whether anticipated or unanticipated,
25 including unknown claims covered by Civil Code Section 1542, arising through the date of her
26 signature hereon, for any type of relief, including, without limitation, claims for wages, damages,
27 unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation
28 costs, restitution, or equitable relief. These claims include, but are not limited to, the Released

1 Class Claims and Released PAGA Claims, as well as any other claims under any provision of the
2 California Labor Code or any applicable California Industrial Welfare Commission Wage Orders,
3 and claims under local, state, or federal discrimination statutes, including, without limitation, the
4 California Fair Employment and Housing Act, California Government Code §§ 12940 et seq.; the
5 Unruh Civil Rights Act, California Civil Code §§ 51 et seq.; the California Constitution; Title VII
6 of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 et seq.; the Americans with Disabilities Act,
7 42 U.S.C. §§ 12101 et seq.; the Employee Retirement Income Security Act of 1974, 29 U.S.C.
8 §§ 1001 et seq.; and all of their implementing regulations and interpretive guidelines. With respect
9 to these Released Claims as described in this Section, Plaintiff Dentinger shall be deemed to have
10 expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights,
11 and benefits he may otherwise have had pursuant to Section 1542 of the California Civil Code,
12 which provides as follows:

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

17 Notwithstanding Section 1542, Plaintiff understands and agrees that this Agreement shall
18 act as a release of all future claims that may arise from Plaintiff Dentinger's employment or
19 separation from employment with Defendant, or any other matters that existed between Plaintiff
20 Dentinger and the Released Parties up to the date of this Agreement, whether such claims are
21 currently known or unknown, and that Plaintiff intentionally waives any rights she may have under
22 the provisions of Section 1542, as well as under any other statutes or common law principles of
23 similar effect in the State of California or in any other state.

24 **E. Notice and Exclusion Process.**

25 1. Within ten (10) calendar days after entry of the order granting preliminary approval
26 of this Settlement, Defendant shall provide to the Settlement Administrator a list of all Class
27 Members, including their last known addresses, telephone numbers, social security numbers, and
28 their dates of employment, total hours worked in a non-exempt position in California during the
Class Period and the total pay periods worked in a non-exempt position in California during the

1 PAGA Period ("Settlement Class Information"). The names, addresses, telephone numbers, and
2 Social Security numbers will only be disclosed to the Settlement Administrator and not to Plaintiff
3 Counsel. All information provided to the Settlement Administrator will be marked
4 CONFIDENTIAL. This information shall be kept confidential and shall not be disclosed, either in
5 writing or orally, by the Settlement Administrator. The Settlement Administrator shall use due care
6 with respect to the storage, custody, use, and/or dissemination of the confidential information. Such
7 information must be stored in a secure fashion and all persons who access the data must agree to
8 keep it confidential.

9 2. A notice of pendency of class action, proposed settlement, and hearing date for
10 Court approval ("Class Notice") in the form attached hereto as **Exhibit 1**, and as approved by the
11 Court, shall be sent by the Settlement Administrator to the Class Members and Aggrieved
12 Employees, by first class mail, within twenty (20) calendar days after entry of the order granting
13 preliminary approval. Attached to the Class Notice will be a request for exclusion form ("Request
14 for Exclusion Form") in the form attached hereto as **Exhibit 2**.

15 3. The Settlement Administrator will make reasonable efforts to ensure that the Class
16 Notice and Request for Exclusion Form are sent to all Class Members and Aggrieved Employees.
17 It will conclusively be presumed that if an envelope has not been returned within thirty (30) days
18 of the mailing that the Class Member or Aggrieved Employee received the Class Notice. In the
19 event of returned or non-deliverable notices, the Settlement Administrator will make reasonable
20 efforts to locate Class Members and Aggrieved Employees and re-send the notices.

21 4. Each Class Member will be fully advised of the settlement, the ability to object to
22 the settlement, and the ability to submit a Request for Exclusion Form. The Class Notice will
23 inform the Class Members of the Court-established deadlines for filing objections and a Request
24 for Exclusion Form. Aggrieved Employees may neither object to, nor exclude themselves from,
25 the PAGA portion of the settlement.

26 5. Each Class Notice will contain personalized information setting forth the number of
27 hours/pay periods that each Class Member and Aggrieved Employee worked for Defendant in
28 California in a non-exempt position during the Class Period and PAGA Period and their estimated

1 Individual Payment Amount. To the extent a Class Member or Aggrieved Employee disputes any
2 of the information listed on his or her Class Notice, he or she may produce evidence to the
3 Settlement Administrator showing such information the individual contends should be reflected in
4 the Class Notice. Defendant's records will be presumed determinative, however, and the
5 Settlement Administrator's decision on these matters will be final. The Class Notice will also set
6 forth IRS W-9 information if required.

7 6. All Class Members who do not submit a Request for Exclusion Form will be eligible
8 to receive an Individual Payment Amount and all Aggrieved Employees will be eligible to receive
9 a share of the PAGA allocation from the Net Settlement Proceeds, which shall be mailed to them
10 if the Effective Date occurs.

11 7. In order to elect not to participate in the Settlement, a Class Member must submit a
12 Request for Exclusion Form, and mail it to the Settlement Administrator no later than forty-five
13 (45) calendar days after the initial mailing of the Class Notice and Request for Exclusion Form to
14 Class Members, unless the Court requires a longer period, in which case the Court ordered
15 exclusion period will apply. The date of the postmark shall be deemed the date of submission. The
16 timeliness of submitted Request for Exclusion Forms will be determined by valid postmark. If the
17 45th day falls on a Sunday or federal holiday, the time to request exclusion will be extended to the
18 next day on which the U.S. Postal Service is open.

19 8. The deadline for submission of Exclusion Forms shall be extended once by 30 days
20 for those Class Members whose Class Notice and Exclusion Form are returned as "undeliverable."
21 If the 30th day falls on a Sunday or federal holiday, this deadline will be extended to the next day
22 on which the U.S. Postal Service is open.

23 9. The Settlement Administrator will search for additional addresses on returned mail
24 and will re-mail the Class Notice and Exclusion Form to an updated address (if any) within 15 days
25 of receipt of the returned mail. The 30-day extended time limit will run from the date of the second
26 mailing for those Class Members. To the extent a Class Notice from the initial mailing is not
27 returned within 30 days, it shall be deemed to have been sent to a valid address even if it is thereafter
28 returned. It is the intent of the Parties that reasonable, but not extraordinary, efforts be used to

1 locate Class Members. If the initial Class Notice and Request for Exclusion Form is returned, the
2 Settlement Administrator will search using the social security number for a more current address.
3 If no address is found within 10 days, no further action is required.

4 10. The Settlement Administrator will notify the Parties of the total number of valid
5 Request for Exclusion Forms within ten (10) calendar days after the deadline for receipt of the
6 Request for Exclusion Forms (fifty-five (55) days following the initial mailing of the Class Notice
7 and Request for Exclusion Forms to Class Members and Aggrieved Employees).

8 11. In order to object to the settlement, a Class Member must mail his or her objection
9 to the Settlement Administrator no later than forty-five (45) calendar days after the mailing of the
10 Class Notice and Request for Exclusion Form to Class Members, unless the Court requires a longer
11 period, in which case the Court ordered objection period will apply. If the 45th day falls on a
12 Sunday or federal holiday, the time to object to the settlement will be extended to the next day on
13 which the U.S. Postal Service is open. Under no circumstances shall the objection deadline be
14 extended for any reason.

15 12. The Settlement Administrator shall provide to the Parties, at least twelve (12)
16 calendar days prior to the final approval hearing, or as otherwise ordered by the Court, a declaration
17 of due diligence and proof of mailing with regard to the mailing of the Class Notice and Request
18 for Exclusion Forms. The Settlement Administrator will also provide to the Parties, at least twelve
19 (12) calendar days prior to the final approval hearing, or as otherwise ordered by the Court, a report
20 listing the amount of all payments to be made to each Class Member without names or personal
21 identifying information.

22 13. Defendant shall deposit the Maximum Settlement Amount, plus applicable
23 employer payroll taxes, with the Settlement Administrator as follows:

- 24 (1) 42.86% of the Maximum Settlement Amount (estimated to be Two Hundred
25 Twenty-Five Thousand Dollars (\$225,000)), plus a proportionate share of employer
26 payroll taxes due, no later than the latter of (i) 15 days after the Effective Date or
27 (ii) January 28, 2024; and
28

1 (2) 57.14% of the Maximum Settlement Amount (estimated to be Three Hundred
2 Thousand Dollars (\$300,000)), plus a proportionate share of employer payroll taxes
3 due, no later than December 15, 2024.

4 14. The Settlement Administrator shall disburse proportionate shares of the Gross
5 Settlement Amount within fifteen (15) calendar days after its receipt of each installment thereof,
6 subject to the prior occurrence of the Effective Date. Plaintiff will receive her entire service
7 payment from the first installment disbursement. Class Members and Aggrieved Employees must
8 cash each of their Individual Payment Amount checks within one hundred eighty (180) calendar
9 days after they are mailed by the Settlement Administrator. The value of any checks uncashed more
10 than one hundred eighty (180) days after mailing shall be paid to the State of California Controller's
11 Office -- Unclaimed Property Fund, to be held in the name of the respective Class Member or
12 Aggrieved Employee.

13 **F. Duties of the Parties Prior to Court Approval.**

14 1. Promptly after execution of this Settlement Agreement, Plaintiff shall move the
15 Court for preliminary approval of this settlement and entry of an order accomplishing the
16 following:

17 (a) scheduling a fairness hearing on the question of whether the proposed
18 settlement should be finally approved as fair, reasonable and adequate as to the Class Members
19 and Aggrieved Employees;

20 (b) approving as to form and content the proposed Class Notice;

21 (c) approving as to form and content the proposed Request for Exclusion
22 Form;

23 (d) preliminarily certifying the Settlement Class for purposes of approving
24 the Settlement Agreement;

25 (e) preliminarily approving the PAGA payment of \$30,000 to the LWDA;

26 (f) preliminarily setting attorneys' fees and costs payable to Class Counsel;

27 (g) preliminarily setting the Service Payment to the Class Representative; and
28

1 (h) preliminarily approving Phoenix Settlement Administration as the
2 Settlement Administrator and its estimated fees and costs of \$5,000.

3 2. The Parties shall submit this Settlement Agreement to the Court and the LWDA
4 in support of Plaintiff's unopposed motion for preliminary approval of the settlement.

5 **G. Duties of the Parties in Connection with and Following Final Court Approval.**

6 1. In connection with the hearing on final approval of the settlement, the Parties will
7 submit a proposed final order no later than ten (10) calendar days prior to the scheduled date of
8 the hearing on final approval (unless otherwise ordered by the Court):

9 (a) approving the settlement, adjudging the terms thereof to be fair, reasonable
10 and adequate, and directing consummation of its terms and provisions;

11 (b) approving Class Counsel's application for an award of attorneys' fees and
12 reimbursement of documented litigation costs and expenses, the Service Payment to the Class
13 Representative, the PAGA Payment to the LWDA, and the costs of administering the settlement;
14 and

15 (c) Entering judgment in the Action in accordance with this Settlement
16 Agreement, pursuant to Cal. Rules of Court, Rule 3.769(h).

17 2. Class Counsel shall file an application for attorneys' fees and reimbursement of
18 costs and expenses no later than ten (10) calendar days prior to the scheduled date of the hearing
19 on final approval (unless otherwise ordered by the Court).

20 **H. Miscellaneous Provisions:**

21 1. **Voiding the Agreement.**

22 A failure of the Court to approve any material condition of this Settlement Agreement which
23 effects "a fundamental change of the Parties' settlement," or if the settlement is reversed or
24 materially modified on appellate review, shall render the entire Settlement Agreement voidable and
25 unenforceable as to all Parties herein at the option of any Party.

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1 **2. Parties' Authority.**

2 The signatories hereto represent that they are fully authorized to enter into this Settlement
3 Agreement and bind the Parties hereto to the terms and conditions hereof.

4 **3. Mutual Full Cooperation.**

5 The Parties agree to fully cooperate with each other to accomplish the terms of this
6 Settlement Agreement, including but not limited to, execution of such documents and such other
7 action as may reasonably be necessary to implement the terms of this Settlement Agreement. The
8 Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated
9 by this Settlement Agreement and any other efforts that may become necessary by order of the
10 Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As
11 soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the
12 assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the
13 Court's preliminary and final approval of the settlement.

14 **4. No Prior Assignments.**

15 The Parties hereto represent, covenant, and warrant that they have not directly or indirectly,
16 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or
17 entity any portion of any liability, claim, demand, action, cause of action or rights released and
18 discharged by this Settlement Agreement.

19 **5. No Admission.**

20 Nothing contained herein, nor the consummation of this Settlement Agreement, is to be
21 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part
22 of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
23 Settlement Agreement with the intention of avoiding further disputes and litigation with the
24 attendant inconvenience and expenses. This Settlement Agreement is a settlement document and
25 shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408
26 and/or any other similar law, be inadmissible in evidence in any proceeding, except an action or
27 proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement.

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1 **6. Construction.**

2 The Parties hereto agree that the terms and conditions of this Settlement Agreement are the
3 result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement
4 Agreement shall not be construed in favor of or against any Party by reason of the extent to which
5 any Party or her or its counsel participated in the drafting of this Settlement Agreement.

6 **7. Captions and Interpretations.**

7 Paragraph titles or captions contained herein are inserted as a matter of convenience and for
8 reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement
9 or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a
10 recital.

11 **8. Modification.**

12 This Settlement Agreement may not be changed, altered, or modified, except in writing and
13 signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be
14 discharged except by performance in accordance with its terms or by a writing signed by each of
15 the Parties hereto on their attorneys.

16 **9. Integration Clause.**

17 This Settlement Agreement contains the entire agreement between the Parties relating to
18 the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,
19 understandings, representations, and statements, whether oral or written and whether by a Party or
20 such Party's legal counsel, are merged herein. No rights hereunder may be waived except in
21 writing.

22 **10. Binding on Assigns.**

23 This Settlement Agreement shall be binding upon and inure to the benefit of the Parties
24 hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

25 **11. Governing Law.**

26 All terms of this Settlement Agreement and its exhibits shall be governed by and interpreted
27 according to the laws of the State of California, without giving effect to any conflict of law
28 principles or choice of law principles.

1 **12. Signatures of All Class Members Unnecessary to be Binding.**

2 It is agreed that, because the members of the Settlement Class are numerous, it is impossible
3 or impractical to have each Class Member execute this Settlement Agreement. The Class Notice,
4 attached hereto as Exhibit 1, will advise all Class Members of the binding nature of the release
5 provided herein and such shall have the same force and effect as if this Settlement Agreement was
6 executed by each Class Member.

7 **13. Counterparts.**

8 This Settlement Agreement may be executed in counterparts, and when each Party has
9 signed and delivered at least one such counterpart, each counterpart shall be deemed an original,
10 and when taken together with other signed counterparts, shall constitute one fully-signed Settlement
11 Agreement, which shall be binding upon and effective as to all Parties.

12 **14. Confidentiality**

13 Until Plaintiff files her motion for preliminary approval of the class action settlement of the
14 Action, the Parties and their Counsel agree to maintain confidentiality as to the Settlement,
15 including the amount and terms of the Settlement, except as to spouses, children, parents, tax or
16 financial advisors, attorneys, taxing agencies, or as otherwise required by law.

17 **15. No Publicity**

18 Plaintiff and her Counsel will not contact the media about the Settlement Agreement or
19 respond to any inquiries by the media regarding the Settlement, other than to state that the matter
20 was amicably settled, and the Court did not find Defendant liable. Plaintiff and her Counsel also
21 will not post any information about the Settlement Agreement on social media or their firms'
22 websites.

23 **16. Representation Regarding Class Size; Escalator Provision**

24 Defendant has represented that Class Members worked no more than 13,500 workweeks
25 during the Class Period. Should this number increase, the Gross Settlement Amount will increase
26 proportionately. For example, if there are 14,850 workweeks, the Gross Settlement Amount shall
27 increase by 10%.

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17. Continuing Jurisdiction.

The Parties agree that upon the occurrence of the entry of judgment in this case pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure Section 664.6 and all other applicable law, and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and Class Members to interpret and enforce the terms, conditions and obligation of the Agreement.

18. Default; Notice; Cure; Acceleration; Time is of the Essence.

Time is of the essence with respect to all provisions of this Agreement. If Defendant fails to timely make any payment due hereunder, it shall be in default of its obligations. Plaintiff shall thereafter give notice of default and Defendant must cure said default within ten (10) calendar days thereof. In the event of an uncured default, all unpaid amounts shall be due and payable with interest at the legal rate from the date of default. Time is of the essence with respect to all terms of this Settlement.

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Dated: 09 / 12 / 2023

By: Lori Y. Dentinger
LORI DENTINGER
Plaintiff and Class Representative

Dated: _____

PROFESSIONAL EVALUATIONS &
DEVELOPMENTAL SERVICES, LLC

By: _____
Its: _____

APPROVED AS TO FORM AND CONTENT:

Dated: 9/12/2023

GAINES & GAINES, APLC

By: [Signature]
Daniel F. Gaines, Esq.
Alex P. Kalofsky, Esq.
Counsel for Plaintiff and Class
Representative Lori Dentinger

Dated: _____

KROLOFF, BELCHER, SMART, PERRY &
CHRISTOPHERSON, APLC

By: _____
Jamie Bossuat, Esq.
Paul J. Borges, Esq.
Counsel for Defendant Professional
Evaluations & Developmental Services,
LLC

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Dated: 09 / 12 / 2023

By: Lori Y. Dentinger
LORI DENTINGER
Plaintiff and Class Representative

Dated: _____

PROFESSIONAL EVALUATIONS &
DEVELOPMENTAL SERVICES, LLC

By: _____
Its: _____

APPROVED AS TO FORM AND CONTENT:

Dated: 9/12/2023

GAINES & GAINES, APLC

By: Dan
Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Counsel for Plaintiff and Class
Representative Lori Dentinger

Dated: 9/13/2023

KROLOFF, BELCHER, SMART, PERRY &
CHRISTOPHERSON, APLC

By: Jamie Bossuat
Jamie Bossuat, Esq.
Paul J. Borges, Esq.
Counsel for Defendant Professional
Evaluations & Developmental Services,
LLC

1 The Parties agree that upon the occurrence of the entry of judgment in this case pursuant to
2 the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code
3 of Civil Procedure Section 664.6 and all other applicable law, and the Court shall retain exclusive
4 and continuing equity jurisdiction of this Action over all Parties and Class Members to interpret
5 and enforce the terms, conditions and obligation of the Agreement.

6 **18. Default; Notice; Cure; Acceleration; Time is of the Essence.**

7 Time is of the essence with respect to all provisions of this Agreement. If Defendant fails
8 to timely make any payment due hereunder, it shall be in default of its obligations. Plaintiff shall
9 thereafter give notice of default and Defendant must cure said default within ten (10) calendar days
10 thereof. In the event of an uncured default, all unpaid amounts shall be due and payable with interest
11 at the legal rate from the date of default. Time is of the essence with respect to all terms of this
12 Settlement.

13
14 Dated: _____

By: _____

LORI DENTINGER
Plaintiff and Class Representative

15
16
17 Dated: 9-12-23

PROFESSIONAL EVALUATIONS &
DEVELOPMENTAL SERVICES, LLC

18
19 By: Melody Murray
20 Its: _____
21

22 **APPROVED AS TO FORM AND CONTENT:**

23 Dated: _____

GAINES & GAINES, APLC

24 By: _____

25 Daniel F. Gaines, Esq.
26 Alex P. Katofsky, Esq.
27 Counsel for Plaintiff and Class
Representative Lori Dentinger

28 Dated: _____

KROLOFF, BELCHER, SMART, PERRY &

- 19 -

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

EXHIBIT 1

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

LORI DENTINGER, on behalf of herself and all
"aggrieved employees" pursuant to Labor Code
§ 2698 *et seq.*,

Plaintiffs,

v.

PROFESSIONAL EVALUATIONS &
DEVELOPMENTAL SERVICES, LLC, a
California limited liability company, and DOES
1 through 10, inclusive,

Defendants.

CASE NO: STK-CV-UOE-2022-11016

*Assigned to the Hon. Erin Guy Castillo, Dept.
10B*

**NOTICE OF PENDENCY OF PROPOSED
CLASS ACTION SETTLEMENT AND
FINAL HEARING**

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT
PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.**

A California court authorized this notice. This is not a solicitation from a lawyer.

- This Notice may affect your legal right to money you may be entitled to in connection with the settlement of a lawsuit related to your employment with Defendant Professional Evaluations and Developmental Services, LLC. You are not being sued and this lawsuit is not against you. If you do not want to participate in the Settlement, you must complete and return a Request for Exclusion, dated, signed, and postmarked by not later than _____, ___, 2023, or else you will be bound by the Settlement.
- You have been identified as being a settlement class member in a class action because you worked for Professional Evaluations & Developmental Services, LLC as a non-exempt employee at any time between November 30, 2018 and [Class Period End Date].

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If your address has changed, you must notify the Settlement Administrator of your new address. In exchange for the settlement payment, you will release claims against the Defendant, as detailed below.
Exclude Yourself	To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator by the applicable deadline, as detailed below. If you request exclusion, you may receive no money from the Settlement . This is the only option that allows you to ever be part of any other lawsuit against Professional Evaluations & Developmental Services, LLC about the legal claims that were brought in this case.
Object	Write to the Settlement Administrator about why you object to the settlement by the applicable deadline, as detailed below, and/or appear at the Final Approval Hearing to make an oral objection.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement, as detailed below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the Class on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On November 30, 2022, Plaintiff Lori Dentinger ("Plaintiff"), a former employee of Professional Evaluations & Developmental Services, LLC ("PEDS"), filed this lawsuit in the San Joaquin County Superior Court. The lawsuit alleges violations of the California Labor Code and California Business and Professions Code. The lawsuit seeks to certify a class of all current and former non-exempt California employees of Defendant at any time between November 30, 2018 and [the Class Period End Date] ("Class Period"). Specifically, the lawsuit alleges that members of the Class were not provided all wages due; compliant meal and rest periods or premium compensation in lieu thereof; were not reimbursed all business-related expenses; were not timely issued wages during employment and wages upon separation of employment; and were not issued accurate and complete itemized wage statements. The Settlement seeks recovery of wages, business-related expenses incurred, damages, interest, statutory and civil penalties, restitution, attorneys' fees and costs.

PEDS has denied, and continues to deny, all of Plaintiff's claims. The Court has not made a ruling on the merits of the case.

The lawyers for the parties are:

Plaintiff's Attorneys

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Gaines & Gaines, APLC
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
Phone: (866) 550-0855

Defendant's Attorneys

Jamie Bossuat, Esq.
Paul J. Borges, Esq.
Kroloff, Belcher, Smart, Perry & Christopherson, APLC
7540 Shoreline Drive
Stockton, CA 95219

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff believes she would have prevailed on her claims at a trial. Defendant does not believe that Plaintiff would have won anything from a trial. There has been no trial. Instead, both sides agreed to a settlement in order to avoid the risks, expenses and business disruption of continued litigation.. The parties participated in settlement discussions, including a full day of mediation on July 28, 2023 with Brandon McKelvey, a highly respected neutral, third-party mediator. As a result of the settlement discussions, the parties reached a settlement that was memorialized in the Settlement Agreement and Release of Claims ("Settlement" or "Settlement Agreement"). The Court has given preliminary approval to the Settlement. The Court believes that the settlement summarized by this notice is fair, reasonable, and adequate and is in the best interests of the Class Members.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by PEDS that the claims in the Class Action have merit or that PEDS has any liability to Plaintiff or to the Class Members. Plaintiff and PEDS and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the settlement is fair, reasonable and adequate, and is in the best interests of the Class Members and PEDS.

B. Who is in the Settlement Class? Who is an Aggrieved Employee?

The Settlement encompasses a class composed of all non-exempt employees of Defendant Professional Evaluations & Developmental Services, LLC in California at any time between November 30, 2018 and [the Class Period End Date]. It also encompasses Aggrieved Employees composed of all non-exempt employees of Defendant Professional Evaluations & Developmental Services, LLC in California at any time between September 22, 2021 and [the Class Period End Date].

C. What does the Settlement provide?

1. Gross Settlement Amount.

The Settlement provides that Defendant will pay \$525,000 (the "Gross Settlement Amount") to settle the lawsuit.

2. Net Settlement Proceeds.

The "Net Settlement Proceeds" is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange

for the release of their class claims. The Net Settlement Proceeds is the Gross Settlement Amount less the following amounts that will be requested at the Final Approval Hearing and are subject to comment or objection by Participating Class Members. The Court will fix these amounts at the Final Approval Hearing.

(a) **Class Counsel's Attorneys' Fees** in an amount set by the Court, not to exceed \$183,750;

(b) **Class Counsel's Documented Litigation Costs/Expenses** in an amount set by the Court, not to exceed \$12,000;

(c) **Service Payment and General Release Payment to the Class Representative** in an amount set by the Court, not to exceed \$15,000 for her service in the lawsuit;

(d) **Settlement Administration Costs** which are currently estimated to not exceed \$5,000, for administering the settlement; and

(e) **PAGA Payment** in the total amount of \$40,000 for the settlement of claims arising under the California Private Attorneys General Act ("PAGA"). 75% or \$30,000, shall be paid to the California Labor and Workforce Development Agency. The remaining 25% or \$10,000, shall be included in the Net Settlement Proceeds for payment to Aggrieved Employees.

3. Individual Payment Amount.

Your share of the Net Settlement Proceeds will be determined by the formula detailed in section E below.

D. What Are You Giving Up To Get A Payment Or Stay In The Class?

Class Settlement Release

Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount, Plaintiff and all Settlement Class Members who do not timely opt-out will be deemed to have fully released and discharged Defendant Professional Evaluations & Developmental Services, LLC, and its present and former officers, directors, members, owners, managers, shareholders, agents, operators, partners, joint ventures, subsidiaries, parent companies, related entities, consultants, attorneys, successors or assignees ("Released Parties") from any and all Released Claims which arose during their employment in a non-exempt position in California during the Class Period.

The "Released Class Claims" means any and all claims and/or causes of action which accrued during the Class Period during employment in a non-exempt position in California, that are alleged, or that could have been alleged in the Action based on the facts set forth in the First Amended Complaint (which includes direct class action claims under Labor Code §§ 201, 202, 226(a), 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1198, and 2802 and under Business & Professions Code section 17200 et seq. predicated on the underlying Labor Code claims alleged). No PAGA claims are encompassed in the Released Class Claims.

PAGA Settlement Release

Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount and all associated employer payroll tax obligations, Plaintiff and all Aggrieved Employees will be deemed to have fully released and discharged the Released Parties from any and all Released PAGA Claims which arose during their employment in a non-exempt position in California during the PAGA Period.

The Released PAGA Claims” means any and all PAGA claims and/or causes of action which accrued during the PAGA Period during employment in a non-exempt position in California, that are alleged in the First Amended Complaint on file in the Action, or that could have been alleged in the Action based on the facts set forth in the First Amended Complaint, including Labor Code §§ 201, 202, 204, 210, 226(a), 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1198, and 2802. No Aggrieved Employee may opt out of the PAGA portion of the Settlement.

E. How Is My Share Of The Settlement Calculated?

Each participating Class Member (those who do not opt out of the Settlement) shall receive an “Individual Payment Amount,” which is distributable to each Class Member who participates in the Settlement (i.e., who does not submit a valid request for exclusion form) and each Aggrieved Employee, whether they participate in the class settlement or not

As to participating Class Members, the class portion of the Individual Payment Amount will be determined by dividing the Net Settlement Proceeds, less the \$10,000 PAGA allocation, by the total number of hours worked as a non-exempt employee in California by the entire Settlement Class during the Class Period, net of opt outs, resulting in the class hour value; and then multiplying the class hour value by the number of hours worked as a non-exempt employee in California by each participating Class Member during the Class Period. As to the Aggrieved Employees, the PAGA portion of the Individual Payment Amount will be determined by dividing the PAGA settlement amount (\$10,000) by the total number of pay periods worked as a non-exempt employee in California by all Aggrieved Employees during the PAGA Period, resulting in the PAGA pay period value; and then multiplying the PAGA pay period value by the number of pay periods worked as a non-exempt employee in California by each Aggrieved Employee during the PAGA Period.

For tax purposes, each Individual Payment Amount will be apportioned (a) 20% as wages (reported on an IRS Form W-2 and subject to applicable withholdings); and (b) 80% equally to penalties and interest (reported on an IRS Form 1099). The PAGA portion of each Individual Payment Amount will be apportioned 100% as penalties (reported on an IRS Form 1099, if required). All Individual Payment Amounts paid to Class Members and Aggrieved Employees will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

Class Payment: According to the records of Defendant, you worked [] hours while employed as a non-exempt employee in California from November 30, 2018 through [the Class Period End Date]. Based on these hours worked, you are entitled to an Individual Payment Amount of approximately \$[]. This amount is subject to change based on the final ruling of the Court.

PAGA Payment: According to the records of Defendant, you worked [] pay periods while employed as a non-exempt employee in California from September 22, 2021 through [Class Period End Date]. Based on these pay periods worked, you are entitled to a PAGA Payment of approximately \$[]. This amount is subject to change based on the final ruling of the Court.

Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than _____, 2023. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendant and will make a final and binding determination without a hearing or right of appeal by you.

F. When Will I Be Paid?

After the Court grants approval of the settlement, you will receive your Individual Payment Amount in two installments, which are expected to be mailed in [the latter of (i) 15 days after the Effective Date or (ii) January 28, 2024] and December 2024. If you move, update your address with the Settlement Administrator by contacting them at _____.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the "Final Settlement Hearing") on _____, at 8:30 a.m., in the Courtroom of Judge Erin Guy Castillo of the San Joaquin County Superior Court, Department 10B, located at [ADDRESS]. The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the settlement; (iv) the amount of the attorneys' fees and costs to be awarded to Plaintiff's Attorneys; and (v) the amount that should be awarded to Plaintiff as an service payment and general release payment. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

WHAT ARE YOUR OPTIONS?

• **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than _____. The Settlement Administrator's address is [Settlement Administrator address].

• **OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator at [Settlement Administrator address]. Written objections must be postmarked no later than _____.

- **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself (“opt out”) from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement (except from your share of the PAGA Settlement, if applicable). You will not be bound by a judgment in this case and you will have the right to file your own lawsuit against the Defendant and pursue your own claims in a separate suit. You can opt out of the Class by completely filling out and mailing the enclosed Request for Exclusion Form to the Settlement Administrator at the above-stated address, such that it is postmarked no later than _____.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed "Settlement Agreement and Release of Claims" which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the San Joaquin County Superior Court, located at 180 E. Weber Ave., Stockton, CA 95202.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [address], [telephone number], or Gaines & Gaines, APLC, Counsel for the Class, at (866) 550-0855.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

**BY ORDER OF THE SUPERIOR COURT OF
THE STATE OF CALIFORNIA**

EXHIBIT 2

REQUEST FOR EXCLUSION

ONLY COMPLETE THIS REQUEST FOR EXCLUSION FORM IF YOU WANT TO OPT OUT OF (NOT PARTICIPATE IN) THE SETTLEMENT OF THE ACTION KNOWN AS *Lori Dentinger v. Professional Evaluations & Developmental Services, LLC*, San Joaquin County Superior Court Case. No. STK-CV-UOE-2022-11016. **IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE SETTLEMENT AMOUNT.**

I confirm that I was employed by Defendant Professional Evaluations & Developmental Services, LLC as a non-exempt employee in California between November 30, 2018 and [Class Period End Date].

I do not wish to receive any payment under the terms of the proposed class action settlement or to otherwise participate in the proposed settlement.

Date: _____

Signature: _____

Print Name: _____

Residence Street Address: _____

City, State and Zip Code: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE [45 days after mailing of Notice]. Send this signed request for exclusion form to the Settlement Administrator:

Professional Evaluations & Developmental Services, LLC
Claims Administrator
c/o Phoenix Settlement Administration

EXHIBIT C