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Attorneys for Plaintiff Fatima Monseratt Mendoza, individually,
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO**

FATIMA MONSERATT MENDOZA,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

BEACON ORAL SPECIALISTS
MANAGEMENT LLC; and DOES 1 through 20,
inclusive,

Defendants.

Case No. CU23-00866

*Assigned for All Purposes to:
Judge Alesla F. Jones
Dept. 22*

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

1 CHRISTOPHER A. BRAHAM (SBN 293367)

cbraham@mwe.com

2 MADELINE HASSELL (SBN 347161)

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3 **MCDERMOTT WILL & EMERY LLP**

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7 Attorneys for Defendant

BEACON ORAL SPECIALISTS MANAGEMENT LLC

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1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Fatima Monseratt Mendoza
7 (“Named Plaintiff”) and the Class Members, on the one hand, and Defendant BEACON ORAL
8 SPECIALISTS MANAGEMENT LLC (“Defendant”), on the other hand. Named Plaintiff and
9 Defendant collectively are referred to in this Agreement as “the Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the settlement amount of Four Hundred Thirty-Five
12 Thousand Dollars and Zero Cents (\$435,000.00) as provided in Section 3.06(a) below (“Gross
13 Settlement Amount”) pursuant to the terms and conditions of this Agreement and for the
14 consideration set forth herein, including but not limited to, a release of all claims by Named Plaintiff
15 and the Class Members as set forth herein.

16 ARTICLE I

17 DEFINITIONS

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the
19 meanings ascribed to them as set forth below:

20 a. “Action” means the action described as follows: *Mendoza v. Beacon Oral Specialists*
21 *Management, LLC*; and DOES 1 through 20, inclusive,” Case No. CU23-00866, commenced on
22 April 18, 2023, in the Superior Court of the State of California for the County of Solano.

23 b. “Agreement” means this Joint Stipulation of Class Action Settlement, including the
24 attached Exhibit(s).

25 c. “Class” means all current and former non-exempt employees who are or were
26 employed by Defendant in California at any time during the Class Period.

27 d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:
28

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e. “Class List” means a list based on Defendant’s business records that identifies each Class Member’s name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, and the number of Qualifying Workweeks worked during the Class Period.

f. “Class Member(s)” means all members of the Class.

g. “Class Period” means from October 22, 2018 through the earlier of December 31, 2023, or the date the Court grants final approval of the settlement.

h. “Court” means the California Superior Court for the County of Solano, where the Action is currently pending.

i. “Date of Finality” means the later of the following: (1) the date the Final Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final.

j. “Defendant” means Defendant BEACON ORAL SPECIALISTS MANAGEMENT LLC.

k. “Defense Counsel” means counsel for Defendant:

MCDERMOTT WILL & EMERY LLP

Christopher A. Braham
Madeline Hassell
2049 Century Park East, Suite 3200
Los Angeles, CA 90067-3206
Telephone: +13102774110
Facsimile: + 1 310 277 4730

1 l. “Disposition” means the method by which the Court approves the terms of the
2 Settlement and retains jurisdiction over its enforcement, implementation, construction,
3 administration, and interpretation.

4 m. “Final Order Approving Settlement of Class Action” or “Final Order” means the final
5 formal court order signed by the Court following the Final Fairness and Approval Hearing in
6 accordance with the terms herein, approving this Agreement.

7 n. “Gross Settlement Amount” means Four Hundred Thirty-Five Thousand Dollars and
8 Zero Cents (\$435,000.00) to be paid by Defendant as provided by this Agreement to settle this
9 Action. All payments to the Class, administration costs, attorney’s fees and costs, and Incentive
10 Award, pursuant to Section 3.06(a) below, shall be paid out of the Gross Settlement Amount. The
11 employer’s share of payroll taxes arising from the payments made under this settlement shall be paid
12 by Defendant separate from and in addition to the Gross Settlement Amount. The Gross Settlement
13 Amount is subject to a pro rata increase pursuant to Section 3.04(e) below. No part of the Gross
14 Settlement Amount shall revert to Defendant.

15 o. “Incentive Award” means a monetary amount of up to Ten Thousand Dollars
16 (\$10,000.00) for Named Plaintiff, subject to Court approval, in recognition of her effort and work in
17 prosecuting the Action on behalf of Class Members, and for her general release of claims.

18 p. “Individual Settlement Payment(s)” means each Participating Class Member’s
19 respective share of the Net Settlement Amount assigned to the Class Action Settlement. Individual
20 Settlement Payments will be determined by the calculations provided in this Agreement.

21 q. “LWDA” means The State of California Labor and Workforce Development Agency.

22 r. “LWDA Payment” means 75% of the \$20,000 allocated to the settlement of PAGA
23 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of
24 this Agreement, as provided for below.

25 s. “Motion for Final Approval” means Named Plaintiff’s submission of a written
26 motion, including any evidence as may be required for the Court to conduct an inquiry into the
27 fairness of the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval
28 Hearing, and to enter a Final Order in this Action.

1 t. "Motion for Preliminary Approval" means Named Plaintiff's submission of a written
2 motion, including any evidence as may be required for the Court to grant preliminary approval of
3 the Settlement as required by Rule 3.769 of the California Rules of Court.

4 u. "Named Plaintiff" means Fatima Mendoza.

5 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved
6 administration costs, Class Counsels' attorney's fees and costs, Incentive Award, and LWDA
7 Payment, pursuant to Section 3.06(a)-(f) below.

8 w. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the
9 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
10 to Section 3.04(b) below.

11 x. "Notice Packet" means the Notice of Proposed Class Action Settlement in a form
12 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

13 y. "PAGA" means the California Private Attorneys General Act of 2004, which is
14 codified in California Labor Code §§ 2698 *et seq.*

15 z. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount
16 allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties have
17 agreed that the PAGA Settlement Amount is Twenty Thousand Dollars (\$20,000), subject to Court
18 approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment, and the
19 remaining 25% will be distributed to PAGA Group Members.

20 aa. "PAGA Group Members" means all Class Members employed by Defendant at any
21 time between April 18, 2022 and runs through the earlier of December 31, 2023, or the date the Court
22 grants final approval of the settlement ("PAGA Period").

23 bb. "PAGA Group Payment" means 25% of the \$20,000 allocated to the settlement of
24 PAGA claims which, subject to Court approval, will be paid to PAGA Group Members pursuant to
25 Section 3.06(e) of this Agreement, as provided for below. PAGA Group Members cannot opt out
26 from receiving the PAGA Group Payment.

27 cc. "Participating Class Member(s)" is defined as a Class Member who does not timely
28 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net

1 Settlement Amount automatically without the need to return a claim form. Each Participating Class
2 Member will be paid his/her Individual Settlement Payment.

3 dd. "Preliminary Approval Date" means the date the Court preliminarily approves the
4 Settlement embodied in this Agreement.

5 ee. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury
6 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
7 Administrator for the benefit of Participating Class Members.

8 ff. "Qualifying Workweeks" means the number of weeks that Class Members worked
9 for Defendant as non-exempt employees during the Class Period.

10 gg. "Released Parties" means Defendant and Defendant's current and former related
11 entities, directors, officers, members, and investors.

12 hh. "Response Deadline" means the deadline by which Class Members must postmark or
13 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
14 Response Deadline will be forty-five (45) calendar days after the initial mailing of the Notice Packet
15 by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or
16 federal holiday, in which case the Response Deadline will be extended to the next day on which the
17 U.S. Postal Service is open. The Response Deadline will be extended as set forth herein if there is a
18 re-mailing.

19 ii. "Settlement Administration Costs" means all costs incurred by the Settlement
20 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
21 the class, calculation of Individual Settlement Payments, generation of Individual Settlement
22 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation
23 of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiff for her Incentive Award,
24 and to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement
25 Amount.

26 jj. "Settlement Administrator" means Phoenix Settlement Administrators, Inc., which
27 the Parties have agreed will be responsible for the administration of the Individual Settlement
28

1 Payments to be made by Defendant from the Gross Settlement Amount and related matters under
2 this Agreement.

3 **ARTICLE II**

4 **CONTINGENT NATURE OF THE AGREEMENT**

5 **Section 2.01: Stipulation of Class Certification for Settlement Purposes**

6 Because the Parties have stipulated to the certification of the Class with respect to all causes
7 of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and
8 final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.
9 This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality
10 does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement
11 to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification
12 of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to
13 certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date
14 of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the
15 Class as to Defendant will be vacated and Named Plaintiff, Defendant, and the Class will be returned
16 to their positions with respect to the Action as if the Agreement had not been entered into. In the
17 event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving
18 certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall
19 not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in
20 this Agreement, the fact that Defendant did not oppose the certification of a Class under this
21 Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used
22 or cited thereafter by any person or entity, including in any manner whatsoever, including without
23 limitation any contested proceeding relating to the certification of any class. If the Date of Finality
24 does not occur, this Agreement shall be deemed null and void, shall be of no force or effect
25 whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly
26 reserves the right to challenge the propriety of class certification in the Action for any purpose, if the
27 Date of Finality does not occur.

1 The Parties and their respective counsel shall take all steps that may be requested by the Court
2 relating to the approval and implementation of this Agreement and shall otherwise use their
3 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not
4 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
5 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
6 resolution, the Parties agree to seek the assistance of mediator Monique Ngo-Bonnici to resolve the
7 dispute.

8 **ARTICLE III**

9 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

10 The procedure for obtaining Court approval of and implementing this Agreement shall be as
11 follows:

12 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

13 Named Plaintiff will bring a motion before the Court for an order conditionally certifying the
14 Class to include all claims pled in the Action based on the preliminary approval of this Agreement.
15 The date that the Court grants preliminary approval of this Agreement will be the "Preliminary
16 Approval Date."

17 **Section 3.02: The Settlement Administrator**

18 The Named Plaintiff has chosen Phoenix Settlement Administrators, Inc. to administer this
19 Settlement and to act as the Settlement Administrator, including but not limited to distributing and
20 responding to inquiries about the Notice Packet, determining the validity of exclusions/opt-outs,
21 calculating the Net Settlement Amount and the Individual Settlement Payments, issuing the
22 Individual Settlement Payment checks and distributing them to Participating Class Members,
23 establishing and maintaining the QSF, and issuing the payment to Class Counsel for attorneys' fees
24 and costs, the Incentive Award checks to Named Plaintiff, and the employer payroll taxes to the
25 appropriate taxing authorities. The Settlement Administrator shall expressly agree to all of the terms
26 and conditions of this Agreement.

27 All costs of administering the Settlement, including but not limited to all costs and fees
28 associated with preparing, issuing and mailing any and all notices to Class Members and/or

Participating Class Members, all costs and fees associated with computing, processing, reviewing, and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency, all costs and fees associated with preparing any other checks, notices, reports, or filings to be prepared in the course of administering disbursements from the Net Settlement Amount, and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement Administrator from the Gross Settlement Amount.

Section 3.03: Notice to Class Members

No later than fourteen (14) calendar days after the Preliminary Approval Date, Defendant will provide the Settlement Administrator with a “Class List” in electronic format based on its business records, identifying the names of the Class Members, their last known home addresses, Social Security numbers or, as applicable, other taxpayer identification number, their dates of employment and weeks worked during the Class Period.

Within fourteen (14) calendar days of receiving a Class List from Defendant, the Settlement Administrator will send Class Members, by first-class mail, at their last known address, the Court approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate share of the Net Settlement Amount. Class Members will have forty-five (45) days from the date of mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the Settlement Administrator will check all Class Member addresses against the National Change of Address database and shall update any addresses before mailing. The Settlement Administrator will skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the Class Member shall have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class Members shall not be required to submit claim forms in order to receive a proportional share of the Net Settlement Amount.

1 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
2 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
3 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
4 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
5 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
6 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
7 that reasonable means be used to locate Class Members and that the Settlement Administrator be
8 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
9 Individual Settlement Payments to all Participating Class Members.

10 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
11 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
12 status report provided to the Parties.

13 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
14 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
15 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
16 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
17 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
18 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
19 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
20 procedures set forth in Section 3.06(g) below.

21 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
22 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
23 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
24 for and re-sending of any returned Notice Packets, as well as the number of valid requests for
25 exclusion and objections that the Settlement Administrator received.

26 **Section 3.04: Responses to Notice**

27 **a. Class Member Disputes**

28 If any Class Member or PAGA Group Member disagrees with Defendant's records as to his

1 or her Qualifying Workweeks and/or the number of pay periods worked during the PAGA Period as
2 reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks
3 or pay periods he/she claims to have worked during the Class Period and/or PAGA Period and submit
4 such writing to the Settlement Administrator by the Response Deadline, along with any supporting
5 documentation. The Notice will also provide a method for the Class Member or PAGA Group
6 Member to challenge the employment data on which his or her Individual Settlement Payment is
7 based. The Settlement Administrator shall contact the Parties regarding the dispute and the Parties
8 and the Settlement Administrator will work in good faith to resolve it. If the Parties and the
9 Settlement Administrator are unable to resolve the dispute, the Court will be the final arbiter of the
10 Qualifying Workweeks or number of pay periods for each Class Member or PAGA Group Member
11 during the Class Period and/or PAGA Period, respectively, based on the information provided to it.

12 **b. Requests for Exclusion from Class**

13 In order for any Class Member to validly exclude himself or herself from the Class and the
14 Class Action Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by
15 the Class Member or his or her authorized representative, and must be sent to the Settlement
16 Administrator, postmarked no later than the Response Deadline (or fifteen (15) days after the
17 Settlement Administrator re-mails the Notice to the Class Member, whichever is later). The Notice
18 Packet shall contain instructions on how to validly exclude himself or herself from the Class and this
19 Settlement (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of
20 the initial mailing of the Notice Packet, and the date the signed request for exclusion was postmarked,
21 shall be conclusively determined according to the records of the Settlement Administrator. Any Class
22 Member who timely and validly requests exclusion from the Class and the Class Action Settlement
23 will not be entitled to any Individual Settlement Payment, will not be bound by the terms and
24 conditions of this Agreement as it relates to the class settlement, and will not have any right to object,
25 appeal, or comment thereon. However, the Class Member will be subject to the terms and conditions
26 of this Agreement as it relates to the PAGA settlement and their PAGA Group Payment.

27 Any Class Member who fails to timely submit a request for exclusion shall automatically be
28 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are

determined by the Court's Final Order Approving Settlement of Class Action, and by the other rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action and/or released in this Agreement will be extinguished.

c. Objections to Settlement

For any Class Member to object to this Agreement, or any term of it, the person making the objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later), a written statement of the grounds of objection, signed by the objecting Class Member or his or her attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and the date the signed objection was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. The Settlement Administrator shall send any objections it receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class Members may also appear at the final approval hearing to object. The Court retains final authority with respect to the consideration and admissibility of any Class Member objections.

d. Encouragement of Class Members

The Parties to this Agreement and the counsel representing such Parties shall not, directly or indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from the Settlement Class (opt out), or to object to it. However, Class Counsel may respond to inquiries from Class Members.

e. Right of Plaintiff to Adjust Gross Settlement Amount

Defendant has estimated the number of Qualifying Workweeks is 19,000 between October 22, 2018 through May 1, 2023. If the number of Qualifying Workweeks increases by more than 10% (which is more than 20,900 Qualifying Workweeks) between October 22, 2018 through May 1, 2023, there will be a pro rata adjustment to the Gross Settlement Amount per additional Qualifying Workweek.

f. Right of Defendant to Withdraw Settlement

If 10% or more of Class Members have submitted valid and timely requests to opt out of the Agreement, Defendant may withdraw from the Agreement and all actions taken in its furtherance will be thereby null and void. Defendant must exercise this right of withdrawal, in writing, to Class Counsel, within seven (7) calendar days after the Settlement Administrator notifies the Parties of the final total number of opt outs. If the option to rescind is exercised, then any Settlement Administrator costs incurred to that point shall be paid by Defendant.

Section 3.05: Final Fairness and Approval Hearing

On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement and determine whether the Court should give it final approval, and (2) consider any objections made and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a Proposed Final Order Approving Settlement of Class Action.

Section 3.06: Settlement Payment Procedures

a. Settlement Amount

In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount in the amount of Four Hundred Thirty-Five Thousand Dollars and Zero Cents (\$435,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e). The Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement Amount, and the Incentive Award.

Within fourteen (14) calendar days after the Court signs the Final Order, Defendant shall transfer the Gross Settlement Amount plus Defendant's share of employer-side payroll taxes, as set forth herein, into a QSF established by the Settlement Administrator either directly or by sending the funds to the Settlement Administrator to be deposited and distributed. The Settlement Administrator will use these funds to fund payment of the Individual Settlement Payments to Participating Class

Members, Class Counsel's attorneys' fees and costs, the Incentive Award, the LWDA Payment, and the Settlement Administration Costs.

Within ten (10) calendar days after receiving Defendants' payment of the Gross Settlement Amount, funding the Gross Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the Incentive Award, and employer and employee tax withholdings applicable to the Net Settlement Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct for any known or identifiable address changes.

b. Payment of Attorneys' Fees and Costs

Class Counsel shall submit an application for an award of attorneys' fees of up to one-third of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is One Hundred Forty Five Thousand Dollars (\$145,000.00). Class Counsel shall submit an application for an award of costs not to exceed Twenty Thousand Dollars (\$20,000.00). Such application for attorneys' fees and costs shall be heard by the Court at the Final Fairness and Approval Hearing. Defendant shall not object to or oppose any such application in these amounts. Class Counsel shall serve Defendant with copies of all documents submitted in support of their application for an award of attorneys' fees and costs.

Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys' fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs, and expenses related to the investigation, prosecution, and settlement of the Action incurred through the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees and/or costs that Class Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

c. Payment of Settlement Administration Costs

1 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
2 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
3 Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00).

4 **d. Payment of Incentive Award to Named Plaintiff**

5 Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to Ten
6 Thousand Dollars (\$10,000.00), the request for which Defendant will not object to or oppose. The
7 Incentive Award shall be paid out of the Gross Settlement Amount and shall not constitute payment
8 to any Participating Class Member(s) other than Named Plaintiff. To the extent that the Court
9 approves less than the amount of incentive award that Class Counsel request, the difference between
10 the requested and awarded amounts will be reallocated to the Net Settlement Amount.

11 Because it is the intent of the Parties that the Incentive Award represents payment to Named
12 Plaintiff for her service to the Class Members, and not wages, the Settlement Administrator will not
13 withhold any taxes from the Incentive Award. The Incentive Award will be reported on a Form 1099,
14 which the Settlement Administrator will provide to Named Plaintiff and to the pertinent taxing
15 authorities as required by law.

16 **e. Payment to the Labor and Workforce Development Agency**

17 In consideration of claims made under PAGA, Class Counsel will request that the Court
18 approve allocation of Twenty Thousand Dollars (\$20,000) of the Gross Settlement Amount to these
19 claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and
20 Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will be paid
21 to the PAGA Group Members through PAGA Group Payments. Defendant will not oppose this
22 request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount. The
23 Court's adjustment, if any, of the amount allocated to Named Plaintiff's PAGA claim in the Action,
24 will not invalidate this Agreement.

25 **f. Payment of Individual Settlement Payments to Participating Class Members**
26 **and PAGA Group Payments to PAGA Group Members**

27 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
28 Payments. The Parties agree that the Net Settlement Amount shall be divided between all

1 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
2 each Class Member. To calculate the minimum amount each Class Member will receive based on
3 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total
4 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated
5 on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class
6 Member's approximate Individual Settlement Payment amount will be included in his or her Notice
7 Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to
8 Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the
9 individual Qualifying Workweeks worked during the Class Period by each Participating Class
10 Member.

11 PAGA Group Payments will be paid from the PAGA Settlement Amount and distributed to
12 PAGA Group Members. PAGA Group Payments shall be divided between all PAGA Group
13 Members in proportion to the number of pay periods that each PAGA Group Member worked during
14 the PAGA Period. To calculate the minimum amount each PAGA Group Member will receive based
15 on their individual pay periods, 25% of the PAGA Settlement Amount (or \$5,000) will be divided
16 by the total number of pay periods by all PAGA Group Members during the PAGA Period and then
17 allocated on a pro rata basis. Pay periods will be rounded up to the next whole integer. Each PAGA
18 Group Member's approximate Individual PAGA Settlement Payment will be included in his or her
19 Notice Packet. After final approval by the Court, the PAGA Settlement Amount will be dispersed to
20 all PAGA Group Members on a pro rata basis based on the number of pay periods worked during the
21 PAGA Period by each PAGA Group Member. PAGA Group Members cannot opt out of the PAGA
22 Group Payments and will receive PAGA Group Payments regardless of whether PAGA Group
23 Members opt out of the Settlement Class.

24 Each Individual Settlement Payment will represent wages and penalties allocated using the
25 following formula: 33% allocated to wages; 33% allocated to penalties; and 34% allocated to interest
26 and fees. Payments for the PAGA Settlement Amount will be allocated as 100% penalties. The
27 amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's
28 wages and all other authorized and required withholdings and shall be reported by W-2 forms. The

1 employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The
2 amounts paid as penalties and interest shall be subject to all authorized and required withholdings
3 other than the tax withholdings customarily made from employees' wages and shall be reported by
4 IRS 1099 forms.

5 No later than ten (10) business days after receiving the Gross Settlement Amount from
6 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
7 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
8 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
9 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
10 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the
11 extent required by law for the interest and penalty portions of the Individual Settlement Payments.
12 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
13 checks and Individual PAGA Settlement Payment checks are dated to cash their Settlement checks.
14 Any checks that are not cashed upon the expiration of that 180-day time period will be void, and the
15 uncashed funds shall be paid to the State Controller Unclaimed Property Fund in the name of the
16 Class Member for whom the funds are designated.

17 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
18 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
19 a mass search on LexisNexis or a comparable databases based on set criteria and, if another address
20 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the
21 Settlement Administrator is unable to obtain a valid mailing address through this process, the
22 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
23 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

24 **g. Default on Payment.**

25 Defendant's failure to fund the Gross Settlement Amount within ten (10) calendar days after
26 the date that the Court grants final approval of the Settlement shall be considered a default. In the
27 event Defendant fails to timely fund the Gross Settlement Amount, the Settlement Administrator will
28 provide notice to Class Counsel and Defendant's counsel within three (3) business days of the missed

1 payment. Thereafter, Defendant will have seven (7) days to cure the default and tender payment to
2 the Settlement Administrator. In the event Defendant fails to cure the default within the times set
3 forth herein, Named Plaintiff may elect to enter judgment against Defendant, on an ex parte basis,
4 for the balance of the unpaid Gross Settlement Amount to date, and Named Plaintiff will be entitled
5 to recover interest at ten percent (10%) per year from the due date for such payment and reasonable
6 attorneys' fees and costs.

7 **h. No Credit Toward Benefit Plans.**

8 The Individual Settlement Payments made to Participating Class Members under this
9 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
10 calculate any additional benefits under any benefit plans to which any Class Members may be
11 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
12 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
13 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class
14 Members may be entitled under any benefit plans.

15 **ARTICLE IV**

16 **LIMITATIONS ON USE OF THIS SETTLEMENT**

17 **Section 4.01: No Admission**

18 Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a
19 Class should not have been certified in the Action. This Agreement is entered into solely for the
20 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
21 construed as an admission of liability or wrongdoing by Defendant.

22 **Section 4.02: Non-Evidentiary Use**

23 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
24 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
25 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,
26 including but not limited to, evidence of a presumption, concession, indication, or admission by any
27 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
28 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further

proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims released through this Agreement.

Section 4.03: Nullification

The Parties have agreed to the certification of the Class encompassing all claims alleged in the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to stipulate to class certification of all causes of action pled in the Action as part of the Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether the Class should be certified by the Court in a non-settlement context in this Action or any other action, and in any of those events, Defendant expressly reserves the right to oppose certification of the Class.

In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the Gross Settlement Amount shall not be distributed pending the completion of the appeal.

ARTICLE V

RELEASES

Section 5.01: Released Claims by Class Members

Upon the date of funding the Gross Settlement Amount, Named Plaintiff and Participating Class Members who do not opt out of the Settlement Class release the Released Parties from any and all claims made in the Second Amended Complaint or all claims, demands, liabilities, damages, attorney's fees, costs, and penalties that reasonably could have been alleged based on the factual allegations contained in the Second Amended Complaint, including but not limited to all of the following claims for relief: (1) failure to pay minimum and straight time wages; (2) failure to pay

overtime wages; (3) failure to provide meal periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5) failure to timely pay final wages at termination; (6) failure to provide complete and accurate itemized wage statements; (7) failure to indemnify for necessary business expenditures; (8) civil penalties under the Private Attorneys General Act ("PAGA"); and (9) unfair business practices ("Released Claims").

Section 5.02: Released Claims by PAGA Group Members

Upon the date of funding the Gross Settlement Amount, the State of California and PAGA Group Members release the Released Parties from all claims exhausted in Plaintiff's notices sent to the LWDA on April 18, 2023 and October 5, 2023 and alleged in the Second Amended Complaint, or all claims that reasonably could have been alleged based on the factual allegations contained in Plaintiff's notices sent to the LWDA on April 18, 2023 and October 5, 2023 and alleged in the Second Amended Complaint, which arose during the PAGA Period, regardless of whether PAGA Group Members opt out of the Settlement Class.

Section 5.03: Named Plaintiff's Release of Unknown Claims

Upon the date of funding the Gross Settlement Amount, Named Plaintiff waives, releases, acquits, and forever discharges the Released Parties from any and all claims, actions, charges, complaints, grievances, and causes of action, of any nature arising from Named Plaintiff's employment with Defendant, whether known or unknown, which exist or may exist as of the Parties' execution of this Agreement.

Section 1542 of the California Civil Code provides as follows:

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

Plaintiff's general release provided herein is made with an express waiver and relinquishment of any claim, right, or benefit under California Civil Code § 1542.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01: Amendments or Modification

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel, and approved by the Court.

Section 6.02: Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

Section 6.03: Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, without regard to conflicts of laws.

Section 6.04: Entire Agreement

This Agreement, including the Exhibits referred to herein, which form an integral part hereof, contains the entire understanding of the Parties with respect to the subject matter contained herein. In case of any conflict between text contained in Articles I through VI of this Agreement and text contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be controlling, unless the Exhibits are changed by or in response to a Court order. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties with respect to the settlement of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of prior agreements or proposals.

1 **Section 6.05: Waiver of Compliance**

2 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
3 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
4 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
5 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
6 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
7 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

8 **Section 6.06: Counterparts and Fax/PDF Signatures**

9 This Agreement, and any amendments hereto, may be executed in any number of counterparts
10 and any Party and/or their respective counsel may execute any such counterpart, each of which when
11 executed and delivered shall be deemed to be an original. All counterparts taken together shall
12 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
13 signature.

14 **Section 6.07: Meet and Confer Regarding Disputes**

15 Should any dispute arise among the Parties or their respective counsel regarding the
16 implementation or interpretation of this Agreement, a representative of Class Counsel and a
17 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
18 to submitting such disputes to the Court.

19 **Section 6.08: Agreement Binding on Successors**

20 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
21 of each of the Parties.

22 **Section 6.09: Cooperation in Drafting**

23 The Parties have cooperated in the negotiation and preparation of this Agreement. This
24 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
25 was the drafter or participated in the drafting of this Agreement.

26 **Section 6.10: Fair and Reasonable Settlement**

27 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
28 the Action and have arrived at this Agreement through arm's-length negotiation and in the context

of adversarial litigation, taking into account all relevant factors, current and potential. The Parties further believe that the Settlement is and is consistent with public policy, and fully complies with applicable law.

Section 6.11: Headings

The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement and shall not be considered in interpreting this Agreement.

Section 6.12: Notice

Except as otherwise expressly provided in the Agreement, all notices, demands, and other communications under this Agreement must be in writing and addressed as follows:

To Named Plaintiff and the Class:

Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Joseph M. Szilagyi
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251

And

To Defendant:

MCDERMOTT WILL & EMERY LLP

Christopher A. Braham
Madeline Hassell
2049 Century Park East, Suite 3200
Los Angeles, CA 90067-3206
Telephone: +13102774110
Facsimile: + 1 310 277 4730

Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction

To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court

1 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the
2 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
3 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
4 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest
5 extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more
6 of the Parties institutes any legal action or other proceeding against any other Party or Parties to
7 enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover
8 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
9 fees incurred in connection with any enforcement actions.

10 **Section 6.14: Mutual Full Cooperation**

11 The Parties agree fully to cooperate with each other to accomplish the terms of this
12 Agreement, including but not limited to the execution of such documents, and the taking of such
13 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
14 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its
15 terms. In the event the Parties are unable to reach agreement on the form or content of any document
16 needed to implement the Settlement, or on any supplemental provisions that may become necessary
17 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

18 **Section 6.15: Authorization to Act**

19 Class Counsel warrants and represents that they are authorized by Named Plaintiff, and
20 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action
21 required to effectuate the terms of this Agreement, except for signing documents, including but not
22 limited to this Agreement, that are required to be signed by the Parties themselves. Defendant
23 represents and warrants that the individual executing this Agreement on its behalf has the full right,
24 power, and authority to enter into this Agreement and to carry out the transactions contemplated
25 herein.

26 **Section 6.16: No Reliance on Representations**

27 The Parties have made such investigation of the facts and the law pertaining to the matters
28 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,

on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of entering into and executing this Agreement, or with respect to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 12/11/2023

FATIMA MONSERATT MENDOZA

DocuSigned by:
Fatima Mendoza
By: 7257468E0E27497...
Named Plaintiff

Dated:

BEACON ORAL SPECIALISTS
MANAGEMENT LLC

By: (Signature)
(Printed Name)
(Title)

1 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
2 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
3 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
4 to any other matters. No representations, warranties, or inducements, except as expressly set forth
5 herein, have been made to any party concerning this Agreement.

6 EXECUTION BY PARTIES AND COUNSEL

7 The Parties and their counsel hereby execute this Agreement.

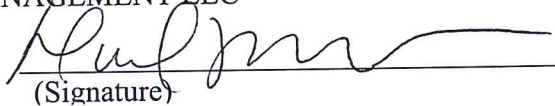
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9
10 Dated: _____

FATIMA MONSERATT MENDOZA

11 By: _____
12 Named Plaintiff

13
14
15 Dated: December 12, 2023

BEACON ORAL SPECIALISTS
MANAGEMENT LLC

16 By: 
(Signature)

17
18 Michael Friguletto
(Printed Name)

19 CEO
20 (Title)

1 **APPROVED AS TO FORM ONLY:**

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Dated: 12/11/2023

AEGIS LAW FIRM, PC

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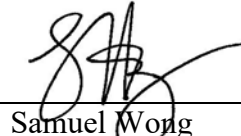
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Dated:

By:



Samuel Wong

Joseph M. Szilagyi

Attorneys for Named Plaintiff

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By:

Christopher A. Braham

Attorneys for Defendant

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APPROVED AS TO FORM ONLY:

Dated: _____

AEGIS LAW FIRM, PC

By: _____

Samuel Wong
Joseph M. Szilagyi

Attorneys for Named Plaintiff

Dated: _____
December 12, 2023

MCDERMOTT WILL & EMERY LLP

By:  _____

Christopher A. Braham
Attorneys for Defendant

EXHIBIT A

THIS IS AN IMPORTANT COURT APPROVED NOTICE. READ CAREFULLY.

Fatima Monseratt Mendoza v. Beacon Oral Specialists Management LLC
Solano County Superior Court, Case No. CU23-00866

If you worked for Beacon Oral Specialists Management LLC as a non-exempt employee, in California at any time from October 22, 2018 through [INSERT], the settlement of this class action lawsuit may affect your rights.

This is a court-authorized notice. It is not a solicitation from a lawyer.

- A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Fatima Monseratt Mendoza v. Beacon Oral Specialists Management, LLC*, Case No. CU23-00866 (Solano County Superior Court) (the “Lawsuit”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the Settlement.
- The Court has preliminarily approved a class action settlement with Defendant Beacon Oral Specialists Management LLC (“Defendant”), which will affect all non-exempt employees who worked for Defendant in California at any time from October 22, 2018 through [INSERT].
- If the Court grants final approval of the Settlement, there may be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Give up certain rights. By doing nothing, you become part of the Class and will be entitled to a settlement award as detailed below. But, you will not be able to bring your own lawsuit against Defendant for violations that relate to the claims brought in this Lawsuit.
OBJECT TO THE SETTLEMENT	Stay in this Lawsuit. Object. Receive a payment. Give up certain rights. If you object to the settlement, you will remain a member of the Class. If the Court approves the settlement, you will be entitled to collect a settlement award and be bound by the terms of the settlement in the same way as Class Members who do not object.
ASK TO BE EXCLUDED	Get out of this Lawsuit. Receive no payment from the class settlement. Keep your rights. If you ask to be excluded from the Settlement, you will not receive any payment from the settlement award. But, you keep your right to sue Defendant separately for the legal claims raised in this Lawsuit.

- **Regardless of the option you choose, you will not be retaliated against.**
- Your options are explained in this notice. To object to the settlement or to ask to be excluded, you must act before _____.

- **Any questions?** Read on or contact Class Counsel or the Settlement Administrator listed below.

BASIC INFORMATION

1. Why did I get this notice?

Defendant's records show that you worked for Defendant as a non-exempt employee in California at some point between October 22, 2018 through [INSERT].

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement may be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this Settlement. Judge Alesla F. Jones of the Superior Court of the State of California, County of Solano, is overseeing this lawsuit.

2. What is this lawsuit about?

In this Lawsuit, Plaintiff Fatima Monseratt Mendoza ("Plaintiff") claims that Defendant: (1) failed to pay minimum wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to permit rest breaks; (5) failed to provide accurate itemized wage statements; (6) failed to pay all wages due upon separation of employment and within the required time; (7) failed to reimburse necessary business expenses; (8) violated California's Unfair Competition laws; and (9) that these violations entitle Plaintiff to recover civil penalties on behalf of the State of California under Labor Code § 2698 et. seq ("PAGA").

No court has made a ruling on the merits of the claims alleged in any of the Actions and there has been no trial on the merits relating to any of the claims referenced above. Throughout the litigation, Defendant has denied—and continues to deny—the factual and legal allegations in the Lawsuit. Defendant denies any wrongdoing and asserts that its conduct at all times complied with the law. Plaintiffs and Defendant have agreed to settle, resolve and compromise the claims alleged in the Actions in order to avoid the costs and risks of litigation.

3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are referred to as a "Class" or "Class Members." The person who is the Class Representative is also called the plaintiff. The company being sued is called the defendant. In class action litigation, a Court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

This class action also includes a "Private Attorneys General Act" ("PAGA") claim, where the Plaintiff is attempting to recover civil penalties on behalf of the State of California. In a PAGA action, the State receives 75% of any recovered civil penalties, and the employees receive 25%. This Settlement will resolve all claims by the State for civil penalties arising from the claims made by Plaintiff in the Lawsuit during the period of April 18, 2022 through [INSERT] ("PAGA Period").

4. Why is this Lawsuit a class action?

For settlement purposes, Plaintiff and Defendant agreed that this case can proceed as a class action and have agreed to ask the Court to approve the class action Settlement. The Court has not ruled on the merits of the claims in the Lawsuit.

5. What are the terms of the proposed Settlement?

The major terms of the settlement are as follows:

1. Defendant has agreed to pay \$435,000.00 to settle the claims in this Lawsuit. This amount is also known as the “Gross Settlement Amount.”
2. Plaintiff has agreed to release all of his claims in this this Lawsuit against Defendant.
3. Plaintiff seeks the following deductions from the \$435,000.00 Gross Settlement Amount:
 - a. Up to one-third (33%) of the Gross Settlement Amount (which is currently equal to \$145,000.00) for Class Counsel’s attorneys’ fees.
 - b. Up to \$20,000.00 for reimbursement of Class Counsel’s litigation costs.
 - c. An Incentive Award of up to \$10,000.00 to the Plaintiff for filing the Lawsuit, performing work in connection with the Lawsuit, and the risks associated with filing the Lawsuit.
 - d. Up to \$12,500.00 to cover the costs of the Settlement Administrator.
 - e. A PAGA Settlement Amount of up to \$20,000.00 for the release of PAGA claims. The PAGA Settlement Amount shall be allocated 75% (\$15,000.00) to the California Labor and Workforce Development Agency and 25% (\$5,000.00) to the non-exempt employees that worked for Defendant in California at any time during the PAGA Period (“PAGA Group Members”).

After making the above requested deductions from the Gross Settlement Amount, the remaining funds will be referred to as the “Net Settlement Amount.” The Net Settlement Amount will be distributed to Class Members who do not opt-out according to the number of weeks they worked for Defendant in California during the Class Period.

PAGA Settlement Payments. 25% of the PAGA Settlement Amount (\$5,000.00) (“PAGA Group Payment”) will be paid to PAGA Group Members based on the number of pay periods they work for Defendant in California during the PAGA Period. If you are a PAGA Group Member, you will receive a pro rata share of the PAGA Group Payment regardless of whether you opt-out of the class settlement.

Check Cashing Period. If a settlement check remains uncashed after 180 days from the date it is issued, the check will become void and the amount of the uncashed check will be sent to the California State Controller’s Unclaimed Property Fund, to be held in your name.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The “Class” includes: all current and former non-exempt employees who are or were employed by Defendant in California at any time from October 22, 2018 through [INSERT] (the “Class Period”).

7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting Phoenix Settlement Administrators, Inc., the “Settlement Administrator”, at the designated phone number for this matter at _____ or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 19.

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendant, the total number of weeks you worked in California for Defendant as a non-exempt employee during the Class Period is _____. The total number of pay periods you worked in California for Defendant as a non-exempt employee during the PAGA Period is _____.

Based on information provided above, anticipated court-approved deductions, and preliminary calculations Qualified Workweeks, it is estimated your share of the settlement will be \$_____, less applicable taxes and withholdings. This amount includes your share of the PAGA Group Payment, which is estimated to be \$_____.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

If you believe your total weeks worked during the Class Period and/or PAGA Period shown above is not correct, you may contact the Settlement Administrator indicating what you believe is correct no later than _____. You should send any documents or other information that supports your belief that the number of weeks set forth above is incorrect. The Settlement Administrator will attempt to resolve any dispute based upon Defendant’s records and any information you provide. Any dispute not resolved by the Settlement Administrator will be resolved by the Court.

9. What rights am I releasing if I participate in the Settlement?

If the Court grants final approval of the Settlement and you do not exclude yourself from the Settlement, you will be deemed to have released Defendant (the “Released Parties”) from any and all claims made in the Second Amended Complaint or all claims, demands, liabilities, damages, attorney’s fees, costs, and penalties that reasonably could have been alleged based on the factual allegations contained in the

Second Amended Complaint, including but not limited to all of the following claims for relief: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5) failure to timely pay final wages at termination; (6) failure to provide complete and accurate itemized wage statements; (7) failure to indemnify for necessary business expenditures; (8) civil penalties under the Private Attorneys General Act (“PAGA”); and (9) unfair business practices (“Released Class Claims”).

Additionally, PAGA Group Members will be deemed to have released the Released Parties from all claims exhausted in Plaintiff’s notice(s) sent to the LWDA on April 18, 2023 and October 5, 2023 and alleged in the Second Amended Complaint, or all claims that reasonably could have been alleged based on the factual allegations contained in Plaintiff’s notice(s) sent to the LWDA on April 18, 2023 and October 5, 2023 and alleged in the Second Amended Complaint, which arose during the PAGA Period (collectively, “Released PAGA Claims”). You will release these Released PAGA Claims even if you opt-out of the class action settlement.

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, you must not opt-out). To object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. Your written objection must set forth the grounds for your objection and be signed and dated, along with any supporting documents. Any written objection must be mailed to the Settlement Administrator no later than [REDACTED]. You can also appear at the final approval hearing. The information for the hearing is included in Section 17 of this notice.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called “opting-out” of the Class—you will not receive any money or benefits from the class settlement. However, if you opt out, you may then be able to sue or continue to sue Defendant for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court’s ruling in this Lawsuit except for the release by PAGA Group Members. Whether or not you submit a Request for Exclusion, if you are a PAGA Group Member, you will still be entitled to your portion of the PAGA Group Payment.

12. How do I ask to be excluded from the Class?

If you are a Class Member and would like to exclude yourself from the Class (“opt-out”), you, or your authorized representative, need to submit a written statement requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. The statement must contain your name, address, telephone number, and your signature or the signature of your legally authorized representative and must be postmarked on or before [REDACTED]. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any class member who fails to submit a valid and timely request for exclusion will be bound by all terms of the settlement and any final disposition entered in this Class Action if the Settlement is approved by the Court.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Class Counsel:

Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Joseph M. Szilagyi
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
jszilagyi@aegislawfirm.com

The Court has preliminarily decided that Aegis Law Firm, PC is qualified to represent you and all Class Members. The law firm's attorneys are experienced in handling similar cases against other employers. More information about this law firm, their practice, and their lawyers' experience is available at www.aegislawfirm.com.

14. How will the lawyers be paid?

As part of the Settlement, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$145,000.00) in attorneys' fees, plus costs not to exceed \$20,000.00, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

15. How will the Plaintiff be paid?

As part of the Settlement, Class Counsel has requested an incentive award of up to \$10,000 to be paid to the Plaintiff for her efforts in this matter, while serving as Class Representative and taking on the burden and risks of litigation.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

Phoenix Settlement Administrators, Inc.
[address]
[address]
[Telephone]

17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for _____, at _____. in Department 22 of the Superior Court of California, County of Solano, located at 580 Texas Street, Fairfield, CA 94533. You do not need to attend the hearing to be a part of the Settlement. However, if

you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class.

18. When will I get money after the hearing?

The Court will hold a hearing on _____, at _____, to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. If the Court approves the settlement and if you do not opt out, your individual payment set forth in Section 8 above is expected to be distributed after Defendant makes payment to the Settlement Administrator. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

19. Are more details available?

For more information, the pleadings and other records in this litigation, including copies of the Settlement Agreement, may be examined at any time during regular business hours at the office of the Clerk of the Superior Court of the State of California, for Solano, at the Solano County Superior Court, located at 580 Texas Street, Fairfield, CA 94533. You can also view the case records online by registering with the court's website here: <https://portal.solano.courts.ca.gov/>. Click "Case Search" and search by Case Number (CU23-00866) to view the case record.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Settlement Administrator at the address and/or telephone number listed in section 16 of this Notice. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact Class Counsel at the address, telephone number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

PLEASE DO NOT CALL OR WRITE TO THE COURT WITH QUESTIONS ABOUT THIS NOTICE.