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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

JESSIE DELGADO, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

MOSAIC DENTAL COLLECTIVE, LLC, a
California Limited Liability Corporation; and
DOES 1-50, inclusive.

Defendants.

CASE NO.: 23CV005660

Assigned to Hon. Lauri A. Damrell, Dept. 22

**DECLARATION OF MEHRDAD
BOKHOUR IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

HEARING INFO

Date: May 30, 2025

Time: 1:30 p.m.

Dept.: 22

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1 5. I am an active member of the California Employment Lawyers Association (“CELA”)
2 and have attended numerous Continuing Legal Education programs focused on employee advocacy.
3 My firm has the experience, resources, and capacity necessary to provide adequate representation as
4 Class Counsel to the aggrieved employees. Currently, my firm serves as lead counsel in at least
5 twenty-five wage-and-hour class actions and as co-counsel in at least twenty additional cases.

6 6. I was selected as a “Super Lawyer Rising Star” in Employment Litigation each year
7 from 2017 through 2022, and as a “Super Lawyer” in 2023-2025—a distinction awarded to no more
8 than 2.5% of attorneys practicing in the field..

9 7. Through a contested but productive mediation, Plaintiff and Defendant Mosaic Dental
10 Collective, LLC (“Defendant”) (collectively, the “Parties”) entered into a Class Action and PAGA
11 Settlement Agreement (“Settlement Agreement” or “Settlement”), resolving the wage and hour
12 claims asserted on behalf of the Settlement Class. A true and correct copy of the Settlement
13 Agreement is attached hereto as **Exhibit “A”**.

14 8. The Settlement Agreement provides for a full and final release of claims asserted in
15 this Action in exchange for Defendant’s agreement to pay a non-reversionary Gross Settlement
16 Amount of \$240,000. The Settlement is structured on a non-claims-made basis, meaning that each
17 Settlement Class Member who does not opt out will automatically receive their share of the Net
18 Settlement Amount without the need to submit a claim form or take any affirmative action.

19 9. Plaintiff seeks to represent a Class of all persons who are or were previously employed
20 by Defendant in California and classified as non-exempt employees at any time from July 28, 2019,
21 through December 31, 2024 (the “Class” or “Class Members”). Likewise, the PAGA Members
22 include all persons who are or were previously employed by Defendant in California and classified
23 as non-exempt employees at any time from July 26, 2022, through December 31, 2024. (“PAGA
24 Members”).

25 10. Under the terms of the Settlement Agreement, Defendant will not oppose Class
26 Counsel’s application for a reasonable award of attorney’s fees not to exceed one-third of the
27 Settlement Amount, Class Counsel’s litigation costs not to exceed \$20,000, Settlement
28 Administration Costs not to exceed \$10,000, PAGA penalties of \$10,000 (of which \$7,500 or 75%

will be paid to the LWDA and the remaining \$2,500 or 25% will be paid to the PAGA Members), and a Service Award not to exceed \$10,000 to the Class Representative. S.A. ¶ 3 *et seq.*, as follows:

	Total Amount
<i>Gross Settlement Amount</i>	\$240,000
Class Counsel Litigation Expenses Payment	\$80,000
Class Counsel Fees Payment	\$20,000.00
Administration Expenses Payment	\$7,500.00
PAGA Penalties to LWDA	\$7,500.00
PAGA Penalties to PAGA Members	\$2,500.00
Class Representative Service Awards	\$10,000.00
<i>Net Settlement Amount</i>	\$112,500

11. The Settlement Class consists of approximately 438 non-exempt employees who worked for Defendant in California during the Class Period. Plaintiff alleges that, regardless of job title or position, all non-exempt employees were subject to the same wage and hour policies and practices. Accordingly, Individual Settlement Payments will be distributed pro-rata, calculated according to the number of workweeks each Class Member worked during the Class Period. Based on the estimated Class size of 438 individuals, the average payment is approximately **\$256.85**, with the highest estimated individual payment of approximately **\$1,081**. Class Members who worked more workweeks will receive proportionally larger payments.

12. The Settlement is non-reversionary, and Settlement Class Members are not required to submit Claim Forms to receive payment. Each Settlement Class Member will be mailed a Class Notice containing information about their estimated Individual Settlement Amount, the opportunity to dispute the number of Workweeks credited to them during the Class Period, and instructions on how to submit a Request for Exclusion or an Objection to the Settlement. All Settlement Class Members who do not timely submit a valid Request for Exclusion will automatically receive their Individual Settlement Payment after the Court grants Final Approval. PAGA Members eligible for payments under the PAGA portion of the Settlement may not opt out and will receive their share of the PAGA Amount regardless of participation in the class settlement(attached hereto as **Exhibit B**).

1 13. Because the Settlement is fair, reasonable, and the result of arm's-length negotiations
2 between experienced counsel with the assistance of an experienced mediator, following an
3 appropriate and thorough exchange of relevant information and documents, it warrants preliminary
4 approval. Plaintiff respectfully requests that the Court enter an order: (1) preliminarily approving the
5 Settlement; (2) conditionally certifying the Settlement Class pursuant to California Code of Civil
6 Procedure § 382 for settlement purposes only; (3) approving the form and content of the proposed
7 Class Notice; (4) appointing Plaintiff's counsel as Class Counsel; (5) appointing ILYM Group, Inc.
8 as the Settlement Administrator; and (6) scheduling a Final Approval Hearing.

9 14. Defendant Mosaic is a dental services organization managing approximately 40
10 different practices at multiple locations across general dentistry, periodontics, orthodontics,
11 endodontics, prosthodontics, and oral surgery.

12 15. Plaintiff worked for Defendants as a "surgical assistant" from around March 15, 2022,
13 until her separation of employment on or about May 9, 2023. Plaintiff and other non-exempt
14 employees (including, but not limited to, front office staff, receptionists, hygienists, surgical
15 assistants, coordinators, and all other non-exempt positions) were responsible for all aspects of
16 Defendant's business operations in California. However, in performing these duties, Plaintiff and
17 other non-exempt employees were not consistently afforded all rights and protections guaranteed by
18 the California Labor Code and applicable wage orders.

19 16. On July 28, 2023, Plaintiff filed suit in Sacramento County Superior Court, asserting
20 claims based on Mosaic Dental's alleged: (1) failure to pay all overtime and sick wages; (2) failure
21 to provide meal periods; (3) failure to provide rest breaks; (4) failure to provide accurate itemized
22 wage statements; (5) failure to pay all wages due upon separation of employment; (6) failure to
23 reimburse necessary business expenses; and (7) violation of California's Unfair Competition Law,
24 Business & Professions Code 17200 *et seq.* ("UCL"). On September 29, 2023, Plaintiff filed a First
25 Amended Complaint ("FAC") alleging a cause of action of the Private Attorneys General Act of
26 2004, Labor Code section 2698 *et. seq.*

27 17. Throughout the investigation and litigation, Defendant denied Plaintiff's allegations
28 and indicated it would vigorously defend against them. However, before engaging in protracted

1 litigation, the Parties agreed to explore early resolution through private mediation.

2 18. The Parties conducted a thorough investigation into the facts and legal issues in this
3 Action. This included interviews with putative class members, an investigation of Defendant's
4 operations and pay practices, and the informal but extensive exchange of discovery materials,
5 including Defendant's written policies and practices, as well as a representative randomized sampling
6 of payroll and timekeeping records for Settlement Class Members and PAGA Members. Class
7 Counsel has extensive experience in wage and hour litigation and has conducted substantial research
8 regarding the legal claims and potential defenses at issue. Class Counsel has diligently investigated
9 the claims asserted on behalf of the Settlement Class Members and PAGA Members.

10 19. Based on this investigation and their own independent evaluation, Class Counsel
11 believes that the proposed Settlement is fair, reasonable, and adequate, and is in the best interests of
12 the Settlement Class Members and PAGA Members, especially in light of the risks and uncertainties
13 associated with continued litigation, Defendant's asserted defenses, and potential appellate issues.

14 20. Prior to mediation, Plaintiff obtained from Defendant, through informal, but extensive,
15 discovery, information sufficient to meaningfully evaluate the claims at issue in the Action, including
16 applicable written documents regarding Defendant's wage and hour policies and practices in effect
17 during the relevant period, Plaintiff's personnel file, and a randomized sample of time and
18 corresponding payroll records for roughly twenty percent (20%) of Class Members and Aggrieved
19 Employees.

20 21. On June 20, 2024, the Parties participated in an all-day mediation presided over by David A.
21 Lowe, Esq., an experienced and neutral class and PAGA action mediator, which led to this Agreement
22 to settle this matter.

23 22. Plaintiff alleges various wage and hour violations on behalf of non-exempt employees
24 who worked for Defendant in California during the Class Period (i.e., Settlement Class Members).

25 23. First, Plaintiff alleges that Defendant failed to pay all overtime wages due to its
26 implementation of an unlawful and invalid Alternative Workweek Schedule. Plaintiff further
27 contends that Defendant failed to properly calculate and pay overtime and sick pay wages by
28 excluding non-discretionary bonuses and other forms of remuneration from the regular rate of pay.

1 24. Additionally, Plaintiff alleges that Defendant maintained deficient meal and rest break
2 policies and practices that failed to provide Class Members with timely, duty-free, and compliant
3 meal periods, or premium wages in lieu thereof. Plaintiff also asserts that Class Members were not
4 provided with duty-free rest periods of at least ten (10) minutes for every four (4) hours worked, or
5 major fraction thereof, due to unlawful policies that required employees to remain on duty and/or on
6 the premises during rest periods.

7 25. Plaintiff further alleges that Defendant failed to pay all final wages upon separation of
8 employment and did not furnish accurate, itemized wage statements in compliance with Labor Code
9 § 226. Finally, Plaintiff brings representative claims under the Private Attorneys General Act
10 (“PAGA”) for civil penalties based on the alleged Labor Code violations described above.

11 26. Defendant contested and denied all material allegations raised by Plaintiff, both on the
12 merits and with respect to the propriety of class certification and PAGA representative treatment.

13 27. First, Defendant argued that its implementation of an Alternative Workweek Schedule
14 (“AWS”) was lawful and properly adopted in accordance with California law. Defendant denied that
15 the AWS resulted in any failure to pay overtime wages and asserted that all overtime was paid in
16 compliance with applicable Labor Code provisions.

17 28. Defendant further contended that it correctly calculated and paid all overtime and sick
18 pay wages using the appropriate “regular rate of pay,” inclusive of all non-discretionary bonuses and
19 other forms of compensation. Defendant denied excluding any required remuneration from its regular
20 rate calculations.

21 29. Additionally, Defendant maintained that its written meal and rest period policies
22 complied with California law and that, in practice, Settlement Class Members were provided the
23 opportunity to take timely, duty-free, uninterrupted meal and rest periods. Defendant denied having
24 any policy or practice requiring employees to remain on duty or on the premises during rest periods.

25 30. Defendant also argued that Plaintiff’s claims for wage statement violations, waiting
26 time penalties, and PAGA penalties were derivative of other claims it contended were meritless.
27 Accordingly, Defendant denied any violations that would give rise to penalties under Labor Code
28 sections 203 or 226.

1 31. Finally, Defendant asserted that individualized inquiries would be necessary to
2 determine liability, such as whether and why specific employees took shortened or untimely meal
3 periods, and how break compliance was managed by different supervisors. Defendant emphasized
4 that putative Class Members held different positions, performed different duties, worked in various
5 locations, and were subject to diverse managerial practices. Defendant argued that this variability
6 rendered the case unsuitable for class or representative treatment.

7 32. Based upon Plaintiff's and his counsels' independent investigation and detailed data
8 obtained through informal discovery and information exchanges, and factoring in claim certification
9 probabilities and liability probabilities, Class Counsel formulated detailed damages models to
10 evaluate the claims in preparation for mediation and in order to reach a realistic and reasonable
11 resolution as further detailed below.

12 33. First, Plaintiff alleged that Defendant's use of an unlawful and invalid Alternative
13 Workweek Schedule ("AWS") at various facilities resulted in the systemic underpayment of
14 overtime wages in violation of California law. Plaintiff contends that the AWS was not properly
15 adopted in accordance with the Labor Code and applicable Wage Orders, and therefore any hours
16 worked in excess of eight per day should have been paid at the applicable overtime rate. Based on
17 Plaintiff's analysis of the timekeeping and payroll records produced during informal discovery,
18 Plaintiff estimates that approximately 5,592 hours of overtime were underpaid due to the AWS, at
19 an average hourly overtime rate of \$30. This results in an estimated maximum value of \$97,355 in
20 unpaid overtime wages attributable to the AWS claim.

21 34. However, this maximum figure does not account for Defendant's defenses to
22 Plaintiff's AWS claim. Defendant asserted that the AWS was properly adopted pursuant to
23 applicable Labor Code requirements and that all overtime was paid in compliance with California
24 law. Defendant also argued that individualized inquiries would be required to determine the hours
25 worked and whether any overtime was, in fact, unpaid for each employee, undermining the
26 suitability of the claim for class certification. Based on this argument and other related risks,
27 Plaintiff assigned a 30% risk that the Court would deny class certification of the AWS claim.
28 Therefore, Plaintiff estimates a risk-adjusted value of \$68,148 for the AWS Claim.

1 35. Next, Plaintiff alleged that Defendant failed to properly calculate the “regular rate of
2 pay” by excluding non-discretionary bonuses, commissions, and other incentive payments when
3 paying overtime and sick pay wages. Plaintiff contends that these exclusions resulted in a systemic
4 underpayment of compensation, in violation of California law. Based on a review of the payroll and
5 paystub data produced in discovery, Plaintiff estimates that Defendant’s failure to include all required
6 forms of remuneration in the regular rate of pay led to underpayment of both overtime and sick pay
7 wages across the Class.

8 36. In response, Defendant argued that many of the incentive payments at issue were
9 discretionary and therefore properly excluded from regular rate calculations. Defendant further
10 asserted that all overtime and sick pay was lawfully calculated and paid in good faith, and that any
11 potential underpayment, if it occurred, was minimal and non-systemic.

12 37. While Plaintiff maintains that the bonuses and incentive payments at issue were non-
13 discretionary and therefore required to be included in the regular rate of pay, Plaintiff also
14 acknowledges the litigation risks associated with this claim. These risks include the possibility that
15 the Court could deny class certification based on individual variations in pay structures and the nature
16 of the bonuses. Additionally, there is risk on the merits, including the potential for summary judgment
17 or an unfavorable outcome at trial. In light of these risks, Plaintiff applied a discount to the estimated
18 value of the claim to account for the potential that certification may be denied or the claim may not
19 succeed on the merits.

20 38. Plaintiff also alleged that Defendant failed to timely pay all wages due at separation
21 of employment, entitling former employees to waiting time penalties under Labor Code §§ 201–203.
22 Based on Defendant’s records, there were approximately 122 Settlement Class Members who
23 separated from their employment during the applicable statutory period. Using the statutory
24 maximum of 30 days, with an assumed 8-hour workday and an average hourly rate of \$30, the total
25 maximum potential exposure for waiting time penalties is approximately \$874,400 (122 employees
26 $\times$ 8 hours/day $\times$ \$30/hour $\times$ 30 days).

27 39. Defendant disputed this claim and asserted that any failure to pay wages at separation
28 was not willful and, therefore, did not give rise to waiting time penalties under the Labor Code.

1 Defendant also contended that it maintained facially neutral and compliant payroll practices and
2 would defeat any underlying wage claims on the merits or at class certification.

3 40. To account for these risks, Plaintiff applied an equitable discount reflecting the risk of
4 denial at class certification, as well as an additional discount for the risk of defeat at summary
5 judgment or trial. Applying a combined 75% discount, Plaintiff estimates a risk-adjusted value of
6 \$219,600 for the waiting time penalty claim.

7 41. With respect to Plaintiff's meal and rest period claims, the Class Members collectively
8 worked approximately 91,204 shifts during the Class Period. Based on Plaintiff's analysis of a
9 representative sample of Defendant's timekeeping and payroll records produced prior to mediation,
10 Plaintiff applied an estimated 20% violation rate for meal periods and 33% violation rate for rest
11 periods. Using the applicable premium rate of \$30 per missed break, the maximum potential damages
12 are estimated at approximately \$547,224 for the meal period claim ($91,204 \text{ shifts} \times 20\% \times \$30$) and
13 \$902,919 for the rest period claim ($91,204 \text{ shifts} \times 33\% \times \$30$).

14 42. Defendant contested liability for both claims, asserting that meal and rest period issues
15 presented individualized questions inappropriate for class certification. Defendant maintained that its
16 written policies were facially compliant with California law and that employees were provided
17 flexibility to take breaks at their discretion. It further argued that manager-specific practices, job
18 duties, and employee choices varied significantly, requiring individualized inquiries into whether
19 breaks were missed or voluntarily skipped. Based on these risks, Plaintiff acknowledged that there
20 was a significant chance that the Court could deny class certification.

21 43. Defendant also asserted that, even if certification were granted, it would prevail on the
22 merits by showing that it either provided compliant breaks or paid the required premium
23 compensation. Defendant contended that Plaintiff would be unable to present reliable, representative
24 evidence sufficient to establish liability or support a classwide damages award. In light of these risks,
25 Plaintiff acknowledged the risks and incorporated a 80% reduction, and calculates a risk-adjusted
26 value of \$109,444 for the meal period claims and \$180,583 for the rest period claims.

27 44. Finally, Plaintiff alleged that Defendant issued noncompliant wage statements in
28 violation of Labor Code § 226, based on the same facts underlying Plaintiff's claims for unpaid

1 wages, meal and rest period premiums, and failure to include all forms of compensation in the regular
2 rate of pay. Plaintiff estimates that approximately 4,529 allegedly violative wage statements were
3 issued during the Class Period. In calculating Defendant's maximum potential exposure, Plaintiff
4 conservatively assumed that only the "initial" penalty of \$50 per violation would apply, in accordance
5 with Labor Code § 226(e) and case law holding that higher penalties apply only after an employer
6 has been notified of the violations. See *Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1207
7 (2008). This results in a maximum potential penalty of \$226,450 (4,529 × \$50).

8 45. Defendant disputed this claim and asserted that its wage statements fully complied
9 with the requirements of Labor Code § 226. Defendant further argued that, even if there were any
10 errors, they were not "knowing and intentional," and that Plaintiff could not establish the required
11 element of injury. Defendant also relied on its defenses to the underlying wage and hour claims and
12 to class certification.

13 46. In light of these risks, Plaintiff applied a reasonable discount of 75% to account for
14 the possibility of denial at the class certification stage, as well as an additional discount for the risk
15 of loss on the merits. Applying these risk adjustments, Plaintiff calculates a risk-adjusted value of
16 \$56,612 for the wage statement penalty claim.

17 47. Plaintiff also sought civil penalties under the Private Attorneys General Act of 2004
18 ("PAGA") for each Labor Code violation for which such penalties are available, and alleged that
19 these penalties could be assessed on a cumulative or "stacked" basis. See *Gonzalez v. Corecivic of*
20 *Tennessee, LLC*, No. 1:16-cv-01891-DAD-JLT, 2018 WL 4388425, at *12 (E.D. Cal. Sept. 12, 2018)
21 ("'stacking' PAGA penalties is not inappropriate under California law"). Assuming application of
22 the default penalty of \$100 per pay period pursuant to Labor Code § 2699(f)(2), and that penalties
23 are not subject to reduction or judicial discretion, the maximum potential exposure for PAGA
24 penalties could reach approximately \$452,900 (4,529 pay periods × \$100).

25 48. However, this theoretical maximum does not account for significant legal
26 uncertainties. First, courts are divided on whether stacking PAGA penalties across multiple violations
27 within a single pay period is permissible, particularly where the violations are derivative in nature.
28 Second, Labor Code § 2699(e)(2) grants courts broad discretion to reduce civil penalties where

1 necessary to avoid an award that is “unjust, arbitrary and oppressive, or confiscatory.” See *Cotter v.*
2 *Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016) (approving reduction of PAGA penalties
3 where the employer did not act willfully or negligently, and legal obligations were unclear).

4 49. In recognition of these risks, including the likelihood of judicial reduction and the
5 challenges of prevailing on the merits of the underlying claims, Plaintiff applied significant discounts
6 to the estimated penalty exposure. After accounting for these risks, Plaintiff estimated a reasonable
7 potential value of \$131,420 in PAGA penalties. However, in light of the Parties’ mutual desire to
8 resolve the matter without protracted litigation, they agreed to allocate \$10,000 of the Gross
9 Settlement Amount toward resolution of the PAGA claim, which Plaintiff believes is fair and
10 reasonable under the circumstances.

11 50. In sum, when factoring in defenses and risks of ongoing litigation, Plaintiff estimates
12 the risk-adjusted class recovery as follows:

13	• AWS Claim:	\$68,148
14	• Regular Rate of Pay Claim:	\$0 (discounted)
15	• Labor Code §§ 201 – 203 Claims:	\$219,600
16	• Meal Period Claims:	\$109,444
17	• Rest Break Claims:	\$180,583
18	• Wage Statement Claims:	\$56,612
19	• PAGA Penalties	\$10,000
20	• <u>Total Risk-Adjusted Penalties and Damages:</u>	\$644,387

21 Given the realistic value of Plaintiff’s claims, the \$240,000 Settlement Amount is an excellent
22 result for the Class, considering that the Settlement Amount totals approximately 37% of Plaintiff’s
23 risk-adjusted value of the case. Preliminary approval is appropriate since the Settlement will provide
24 significant monetary relief to the Class.

25 51. The Settlement was the product of extensive arm's-length negotiations between
26 counsel and was facilitated by an experienced wage-and-hour class action mediator. Though cordial
27 and professional, the Settlement negotiations were adversarial and non-collusive in nature. The
28 Settlement reached is the product of substantial effort by the Parties and their counsel. Although

1 Plaintiff and his counsel believe that there was a possibility of certifying the claims, they recognized
2 the potential risk, expense, and complexity posed by litigation, such as unfavorable decisions on class
3 certification, summary judgment, at trial and/or on the damages awarded, and/or on an appeal that
4 can take several more years to litigate. In addition, if Defendant prevailed on any of their defenses,
5 the employees may not have received any substantial monetary recovery.

6 52. The Settlement will result in a fair payment to each Settlement Class Member based
7 on the number of Weeks Worked during the Class Period. As set forth hereinabove, Plaintiff and
8 counsel have diligently investigated the claims and defenses on behalf of the Settlement Class
9 Members and worked to achieve a resolution of the claims to maximize the recovery by avoiding
10 further expenditure of Attorneys' Fees and Costs. After evaluating the significant risks attendant with
11 further litigation described above and weighing them against the benefits of a known compromise
12 and settlement as set forth in the Settlement Agreement, settlement on the terms agreed to is believed
13 to be in the best interest of Plaintiff and the Settlement Class, and is a fair and reasonable resolution
14 of the claims alleged.

15 53. Plaintiff's counsel brought to bear a great deal of collective experience in negotiating
16 the settlement of this case. As detailed herein, Plaintiff's counsel engaged in necessary informal
17 discovery, investigation, sampling, and expert evaluation, making it possible to exercise informed
18 judgment throughout the settlement process, including significant document review (e.g., documents
19 pertaining to Defendant's policies and procedures, personnel documents, wage statements, time
20 records, among others) and conducted an extensive analysis and extrapolation of the sampling of
21 class-wide data provided by Defendant.

22 54. Based on our experience in other cases, including wage and hour matters, I believe
23 our office along with Joshua Falakassa are qualified to evaluate the class claims and viability of
24 defenses in this class action. In this case, the recovery for each Settlement Class Member is
25 reasonable, fair and adequate, and a settlement at this time is in the best interest of the Settlement
26 Class. The Settlement provides each Settlement Class Member with compensation for the alleged
27 violations when viewed in relation to the costs and risks inherent in obtaining class certification and
28 proceeding to trial.

1 55. Plaintiff counsel, as well as Defendant's counsel, fully endorse the terms and
2 conditions of the Settlement as set forth in the abovementioned Settlement Agreement.

3 56. Of course, the Settlement Amount represents a compromise figure, taking into account
4 the various risks surrounding class certification and the merits of Defendant's asserted defenses.
5 Nevertheless, the Settlement provides fair and adequate payments to the Settlement Class Members,
6 with no reversion to Defendant.

7 57. Plaintiff seeks a Service Award of \$10,000 each, which we believe is fair and
8 warranted. Plaintiff agreed to come forward in an effort to effectuate a policy and practice change
9 that benefitted all other Settlement Class Members and to recover unpaid wages and penalties. Mr.
10 Delgado assumed significant risk in bringing this litigation, namely, had he lost, he could have been
11 ordered to pay Defendant's costs.

12 58. Plaintiff provided invaluable assistance to the investigation and prosecution of this
13 case, including: providing factual background for the Class Complaint; reviewing the litigation
14 documents; providing information and documentation about Defendant's policies and practices;
15 participating in phone calls to discuss litigation and settlement strategy; participating in the mediation
16 process, and reviewing the settlement documents. Plaintiff agreed to participate in this case with no
17 guarantee of personal benefit. Plaintiff's comprehensive declaration setting forth all of the reasons
18 why he believes that the Service Award should be approved has been filed herewith.

19 59. When this case was taken on a contingency fee basis, with our firm agreeing to assume
20 responsibility for all litigation costs, the ultimate result was far from certain. In the course of this
21 litigation, we paid all costs, including the filing fees, court costs, research/database fees, mediation
22 costs, and expert costs. There was never a guarantee that our firms would recoup these expenditures.

23 60. It is our experience that attorneys' fee awards of one-third of a common fund
24 settlement are the standard in California. In this case, Plaintiff's counsel agreed to seek one-third of
25 the Settlement Amount for Attorneys' Fees. Defendant does not oppose this fee request. The fee is
26 further warranted because it is within the range of reasonableness typically awarded in class actions.
27 Our firm's Costs will not exceed \$20,000 and will be based on the actual amount incurred at the time
28 of final approval.

61. Subject to the Court's approval, the parties stipulated ILYM Group, Inc. to serve as the Settlement Administrator. Phoenix is experienced in administering class action settlements and will not exceed \$7,500 to administer this class action Settlement.

62. Plaintiff has concurrently submitted the Settlement to the LWDA in accordance with Labor Code Section 2699(1)(2). The proof of submission is attached hereto as **Exhibit “C.”**

63. For the foregoing reasons, it is respectfully requested that the Court grant preliminary approval of the Settlement as being fair, reasonable, and in the best interests of the Settlement Class, as well as preliminarily approve the requested Attorneys' Fees and Costs, and Service Award to the Class Representative.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct on this 6th day of May 2025, in Los Angeles, California.

By: Mehrdad Bokhour, Esq.

EXHIBIT “A”

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Jessie Delgado (“Plaintiff”) and Defendant Mosaic Dental Collective, LLC (“Defendant” or “Mosaic Dental”). The Agreement refers to Plaintiff and Defendant collectively as “Parties” or individually as a “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Jessie Delgado, on behalf of himself and all other similarly situated v. Mosaic Dental Collective, LLC*, initiated on July 28, 2023, and pending in Superior Court of the State of California, County of Sacramento, Case No. 23-CV-005660.
- 1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement following a competitive bidding process, or such other settlement administrator as may be mutually agreeable to the Parties and approved by the Court. The Administrator will establish a Qualified Settlement Fund (“QSF”) within the meaning of Treasury Regulation § 1.46B-1, 26.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s \$10,000 “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Class” means all individuals who are or were employed by Mosaic Dental as non-exempt hourly employees in California during the Class Period (as defined below).
- 1.5 “Class Counsel” means Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C.
- 1.6 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.7 “Class Data” means that the class member identifying information in Mosaic Dental’s possession, including the class member’s name, last-known mailing address, social security number, and number of class period workweeks and Private Attorney General Act (“PAGA”) pay periods.
- 1.8 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Member) who worked for Defendant in California as an hourly, non-exempt employee at any time during the Class Period.

- 1.9 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.10 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.11 “Class Period” means the period from July 28, 2019, through December 31, 2024.
- 1.12 “Class Representative” means the named Plaintiff in the operative First Amended Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.13 “Class Representative Service Payment” means Payment to the Class Representative, subject to the Court’s approval, for initiating the Action and providing services in support of the Action in recognition for the risks attendant to the role as named Plaintiff and Class Representative, and in exchange for Plaintiff’s General Release. This award shall be in addition to the amount Plaintiff is eligible to receive as a Class Member. “Court” means the Superior Court of California, County of Sacramento.
- 1.14 “Defendant” and/or “Mosaic Dental” means the named Defendant Mosaic Dental Collective, LLC.
- 1.15 “Defense Counsel” means Marc L. Jacuzzi and Sean R. Broderick of Simpson, Garrity, Innes & Jacuzzi, P.C.
- 1.16 “Effective Date” means the first business day after both of the following have occurred: (a) the Court enters a Judgment upon the Final Approval Order; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (ii) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment (i.e., 61 calendar days following entry of Judgment); or (iii) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court’s order approving the Settlement is completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement.
- 1.17 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.18 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

- 1.19 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.20 “Gross Settlement Amount” means \$240,000, which is the total amount Mosaic Dental agrees to pay in order to resolve the Class and PAGA claims in the Action, under the Settlement, except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator’s Expenses. Mosaic Dental shall be separately responsible for the cost of its share of employer-side payroll taxes owed on the Wage Portion of Individual Class Payments. The Settlement is non-reversionary.
- 1.21 “Individual Class Payment” means the Participating Class Member’s *pro rata* share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.22 “Individual PAGA Payment” means the PAGA Member’s *pro rata* share of twenty-five percent (25%) of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period as compared to number of PAGA Pay Periods worked by other Aggrieved Employees during the PAGA Period, in settlement of the Released PAGA Claims.
- 1.23 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.24 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.25 “LWDA PAGA Payment” means seventy-five (75%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.26 “Net Settlement Amount” means the Gross Settlement Amount (as defined above), less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.27 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.28 “PAGA Member” or “Aggrieved Employee” means any non-exempt hourly employee who works or worked for Mosaic Dental in California at any time during the PAGA Period (as defined below).
- 1.29 “PAGA Pay Period” means any Pay Period during which a PAGA Member worked for Mosaic Dental for at least one day during the PAGA Period.

- 1.30 “PAGA Period” means the period from July 26, 2022, through December 31, 2024.
- 1.31 “PAGA” means the California Private Attorneys General Act (Labor Code § 2698, *et seq.*).
- 1.32 “PAGA Notice” means Plaintiff’s July 28, 2023 letter to Mosaic Dental and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.33 “PAGA Penalties” means the total amount of PAGA civil penalties (\$10,000.00) to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Members (\$2,500) and 75% to the LWDA (\$7,500) in settlement of the PAGA claims.
- 1.34 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35 “Plaintiff” means Jessie Delgado, the named plaintiff in the Action.
- 1.36 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.37 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.38 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.39 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.40 “Released Parties” means defined as Mosaic Dental and each of its former, present, and future owners, affiliates, successors, parents, and subsidiaries, and all of their current, successor, former, and future officers, directors, members, managers, employees, consultants, partners, including but not limited to general and limited partners, shareholders, joint venturers, agents, predecessors, successors, legal entities to which Defendant provided services, assigns, accountants, insurers, reinsurers, and/or legal representatives
- 1.41 “Request for Exclusion” means a Class Member’s submission to the Administrator of a signed, written request to be excluded from the Class portion of the Settlement. Class Members cannot request exclusion from the PAGA portion of the Settlement
- 1.42 “Response Deadline” means forty-five (45) calendar days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

- 1.43 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.44 “Workweek” means any week during which a Class Member worked for Mosaic Dental for at least one day, during the Class Period.

2. RECITALS.

- 2.1 On July 28, 2023, Plaintiff filed suit in Sacramento County Superior Court, asserting claims based on Mosaic Dental’s alleged: (1) failure to pay all overtime and sick wages; (2) failure to provide meal periods; (3) failure to provide rest breaks; (4) failure to provide accurate itemized wage statements; (5) failure to pay all wages due upon separation of employment; (6) failure to reimburse necessary business expenses; and (7) violation of California’s Unfair Competition Law, Business & Professions Code 17200 *et seq.* (“UCL”). On September 29, 2023, Plaintiff filed a First Amended Complaint (“FAC”) alleging a cause of action of the Private Attorneys General Act of 2004, Labor Code section 2698 *et. seq* (“PAGA”). The FAC is the operative complaint in the Action (the “Operative Complaint”).
- 2.2 Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims alleged in the Operative Complaint, and Defendant further denies that, for any purpose other than settling this lawsuit, the Action is appropriate for class or representative treatment. With respect to Plaintiff’s claims, Defendant contends, among other things, that Plaintiff and the Class Members have been provided legally compliant meal periods, have been provided legally compliant paid rest periods, have been paid proper minimum, regular rate and overtime wages, have been paid all sick time pay, have been timely paid final wages upon separation of employment, have been timely paid throughout employment, have been reimbursed for business expenses, and have been provided with accurate itemized wage statements. Defendant contends, among other things, that it has complied at all times with the California Labor Code and the applicable Wage Orders of the Industrial Welfare Commission, and all other applicable laws. Furthermore, with respect to all claims, Defendant contends that it has not engaged in unlawful or unfair business practices and has not violated California Business and Professions Code section 17200 *et. seq.*
- 2.3 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Mosaic Dental and the LWDA by sending the PAGA Notice.
- 2.4 On June 20, 2024, the Parties participated in an all-day mediation presided over by David Lowe, Esq., an experienced and neutral class and PAGA action mediator, which led to this Agreement to settle the Action. Prior to mediation, Plaintiff obtained from Defendant, through informal, but extensive, discovery, information sufficient to meaningfully evaluate the claims at issue in the Action, including applicable written documents regarding Defendant’s wage and hour policies and practices in effect during the relevant period, Plaintiff’s personnel file, and a randomized sample of time and corresponding payroll records for roughly twenty percent (20%) of Class

Members and Aggrieved Employees. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129–130 (“*Dunk/Kullar*”). As part of this evaluation, Class Counsel has conducted a thorough investigation into the facts of the Operative Complaint, including an extensive review and assessment of relevant documents and sampling data, and has diligently pursued an investigation of the claims of the Settlement Class against Defendant. Based on its own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, the risk the Class will not be certified by the Court, the strength of the defenses asserted by Defendant, and numerous potential appellate issues. Defendant and its counsel also agree that the Settlement is fair and in the best interest of the Class, including those Class Members who worked for Defendant in California during the PAGA Period.

- 2.5 Prior to mediation, Plaintiff obtained, through informal discovery, a sampling of time and corresponding pay records belonging to approximately 20% of Class Members, relevant Mosaic Dental's policies, Plaintiff's time and payroll records and wage statements, and the total number of Class Periods Employees and workweeks worked during the Class Period.
- 2.6 The Court has not granted class certification.
- 2.7 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Mosaic Dental promises to pay Two Hundred Forty Thousand Dollars and No Cents (\$240,000.00), no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Mosaic Dental has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Mosaic Dental.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:

- 3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Mosaic Dental will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments by no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than \$80,000 (representing 33.33% of the Gross Settlement Amount), and a Class Counsel Litigation Expenses Payment of not more than \$20,000. Mosaic Dental will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Mosaic Dental harmless, and indemnifies Mosaic Dental, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$7,500 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment of less than \$7,500, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class

Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for all interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.5 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis according to their respective workweeks.

3.2.6 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000 will be paid from the Gross Settlement Amount, with seventy-five (75%) allocated to the LWDA PAGA Payment and twenty-five (25%) allocated to the Individual PAGA Payments.

3.2.6.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Member's 25% share of PAGA Penalties (\$2,5000) by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Period Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.6.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and PAGA Member Pay Periods. Based on a review of its records to date, Mosaic Dental estimates that the Settlement Class consists of approximately 438 class members who collectively worked a total of approximately

26,000 workweeks during the Class Period, and 208 Aggrieved Employees who collectively worked 3,904 PAGA Pay Periods.

- 4.2 Class Data. No later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Mosaic Dental will deliver the Class Data to the Administrator in a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Mosaic Dental has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Mosaic Dental must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3 Funding of Gross Settlement Amount. The Settlement Administrator will provide Mosaic Dental with wiring and/or mailing instructions within three (3) days after the Effective Date. Mosaic Dental shall fund the Gross Settlement Amount within thirty calendar (30) days of final approval. The Settlement Administrator shall also provide Defendant with the total amount of employer payroll taxes owed on the Settlement Payments within three (3) calendar days of the Effective Date of the Settlement. The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1 et seq. and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.
- 4.4 Payments from the Gross Settlement Amount. Within fourteen (14) days after Mosaic Dental funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class United States Postal Service ("USPS") Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided (the "Void Date"). The Administrator will cancel all checks not cashed by the void

date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Members including Non-Participating Class Members who qualify as PAGA Members (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the Void Date.
- 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the Void Date, the Administrator shall transmit the funds represented by such checks to the parties' mutually agreed-upon designated *cy pres* recipient Legal Aid at Work, subject to the requirements of California Code of Civil Procedure Section 384, subd. (b) and the Court's approval.
- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Mosaic Dental to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Mosaic Dental fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1 General Release by Plaintiff. In exchange for the promises contained in this Agreement, to the maximum extent waivable under applicable law, Class Representative may not sue or bring any claim against any of the Released Parties for any reason whatsoever. Specifically, Class Representative, to the maximum extent waivable under applicable law, on behalf of himself and his heirs, personal representatives, successors, spouses, registered domestic partners, children, and assigns hereby releases and forever discharges Released Parties from any and all

claims, liens, demands or liabilities whatsoever, whether known or unknown or suspected to exist by Class Representative, which he ever had or may now have against Released Parties, or any of them, arising at any time up to the date of preliminary approval of this Agreement. The claims that Class Representative, and his heirs, personal representatives, successors, spouses, registered domestic partners, and children, waive above include, but are not limited to, claims under contract law, common and statutory law regarding employee benefits, tort law, defamation law, wrongful discharge law, privacy rights, whistleblower protections, constitutional protections, the California Fair Employment and Housing Act and any similar state law (which may include claims for age, race, color, ancestry, national origin, disability, medical condition, marital status, sexual orientation, gender, gender identity, gender expression, religious creed, genetic information, military and veteran status, reproductive health decision-making, pregnancy, sex discrimination and harassment), the Federal Civil Rights Act of 1964 and 1991, as amended, the Age Discrimination in Employment Act (“ADEA”), the Older Workers’ Benefit Protection Act, the Americans With Disabilities Act (“ADA”), the Employee Retirement Income and Securities Act (“ERISA”), the Family and Medical Leave Act (“FMLA”), the California Family Rights Act (“CFRA”), the Equal Pay Act, the National Labor Relations Act (“NLRA”), the Labor Management Relations Act (“LMRA”), the Fair Labor Standards Act (“FLSA”), any and all protections pursuant to any Industrial Welfare Commission Order, and any and all claims pursuant to the California Labor Code, including but not limited to all claims for reimbursement of business expenses under Labor Code section 2802 and, all claims for civil penalties under the Private Attorneys General Act of 2004, with the sole exclusion of any claims for unemployment insurance with the State of California, any claims against Defendant's workers’ compensation insurance carrier and any claims that cannot be waived under applicable law..

5.2 Release Class Claims by Participating Class Members.

Plaintiff, on behalf of himself and each Participating Class Member, acknowledges that this Settlement is intended to include in its effect a full release of all claims and/or causes of action against the Released Parties asserted in the Operative Complaint, or that could have been in asserted in the Operative Complaint, based on the facts alleged in the Operative Complaint under any federal, state or local law, Industrial Welfare Commission Wage Order, or administrative order, including, but not limited to, the failure to pay minimum wages, the failure to pay overtime compensation, failure to pay sick time pay, the failure to provide timely, uninterrupted meal periods (or meal period premiums in lieu thereof), the failure to provide timely, uninterrupted paid rest periods (or rest period premiums in lieu thereof), the failure to indemnify necessary business expenses, the failure to provide accurate itemized statements, the failure to timely pay wages throughout employment, the failure to timely pay all wages upon separation of employment, the failure to pay waiting-time penalties, and any other claims whatsoever that were alleged in the Operative Complaint or which arise out of such facts, including, without limitation, all related claims for restitution and other equitable relief under Business and Professions Code §§ 17200, et seq., liquidated damages, punitive

damages, attorneys' fees, costs, interest, and penalties, and arising from their work for Defendant in California during the Class Period ("Released Class Claims"). The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or any claims based on occurrences outside of the Class Period.

5.3 Release by PAGA Members.

Plaintiff and all Aggrieved Employees (regardless whether they opt out of the settlement of the class claims) release the Released Parties of all claims and/or causes of action for civil penalties (and associated attorneys' fees, costs, and interest) under the PAGA that are based on the claims for Labor Code violations (as set forth in Paragraph 5.2 of the Settlement Agreement) and alleged in Plaintiff's PAGA Notice arising during their work for Defendant in California during the PAGA Period ("Released PAGA Claims"). The Released PAGA Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or any claims based on occurrences outside of the PAGA Period.

5.3 For purposes of Plaintiff's General Release, , the Parties stipulate and agree that the Plaintiff shall have, by operation of the judgment and approval order entered by the Court, waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, which provides:

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, being aware of this section, hereby expressly waives and relinquishes all rights and benefits she may have under this section as well as any other statutes or common law principles of a similar effect. Plaintiff may hereafter discover facts in addition to or different from those which she now knows or believes to be true, but she stipulates and agrees that, upon the Effective Date and the Settlement being fully funded, Plaintiff shall and hereby does fully, finally, and forever settles and releases any and all claims against the Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity and without regard to the subsequent discovery or existence of such different or additional facts.

6. **MOTION FOR PRELIMINARY APPROVAL.** Within a reasonable time, Plaintiff will move for an order giving preliminary approval of the Settlement (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

- 6.1 **Plaintiff’s Responsibilities.** Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; and (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members, and its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)). Plaintiff’s counsel will provide drafts of the notice and memorandum in support of the Motion for Preliminary Approval as well as a proposed order granting preliminary approval to Defense Counsel prior to filing the Motion for Preliminary Approval.
- 6.2 **Responsibilities of Counsel.** Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval order to the Administrator.
- 6.3 **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc (“ILYM”) to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation § 468B-1, 26. The Parties agree that the QSF is intended to be a “Qualified Settlement Fund” under Section 468B of the Code and Treasury Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1 et seq. and will be administered by the Administrator as such. The Parties and Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

7.3 Notice to Class Members.

7.3.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.3.2 Using best efforts to perform as soon as possible, and in no event later than fifteen (15) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.3.3 Not later than five (5) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the

USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- 7.3.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline by re-mailing the Class Notice.
- 7.3.5 If the Administrator, Mosaic Dental or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.4 Requests for Exclusion (Opt-Outs)

- 7.4.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion no later than 45 days after the Administrator mails the Class Notice (the Response Deadline as defined above) (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement, identifies the Action (Jessie Delgado v. Mosaic Dental Collective, LLC, Sacramento County Superior Court, Case No. 23-CV-005660) and includes the Class Member's full name, address and email address or telephone number. The Request for Exclusion must be signed by the Class Member or his/her legal representative. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.4.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The

Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- 7.4.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.4.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Members are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.4.5 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain their validity. Not later than ten (10) calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid); and (d) copies of all written objections.

- 7.5 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five calendar (45) days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of

Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.6 Objections to Settlement.

7.6.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.6.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail.

A written objection is a letter from a Class Member or his/her legal representative that reasonably communicates the Class Member's objection and basis for the objection, provides the Class Member's full name, and identifies the Action as Jessie Delgado v. Mosaic Dental Collective, LLC, Sacramento County Superior Court Case No. 23-CV-005660. The written objection must be signed by the Class Member or his/her legal representative. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.6.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.7 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.7.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval order and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.7.2 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class

Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.7.3 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.7.4 Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.7.5 Final Report by Settlement Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **ESCALATOR CLAUSE.** Defendant has represented that the actual number of weeks worked by the Settlement Class after mediation and the parties’ subsequent final settlement discussion is approximately 26,000. If the number of workweeks is twenty percent (20%) higher (i.e., at least 31,200 workweeks), then Defendant will have the option to, either: (1) a pro-rata increase in the Gross Settlement Amount equal to the percentage increase in workweeks above 31,200 (i.e., if the total workweeks increases by 22%, then a 2% increase to the Gross Settlement Amount); or (2) a cut-off of the Class Period to end on the date that

total workweeks reaches 31,200. “Workweeks” shall mean any week during which a Participating Class Member worked at least one day in the Class Period.

9. **MOSAIC DENTAL’S RIGHT TO WITHDRAW.** If ten percent (10%) or more of the Class Members validly elect not to participate in the Settlement, Mosaic Dental shall have the right (but not the obligation) to void the Settlement, and the Settlement and all actions taken in its furtherance will be null and void. Mosaic Dental must exercise this right within fifteen (15) calendar days after the Settlement Administrator notifies the parties of the number of opt-outs, which the Settlement Administrator will do within ten (10) calendar days after the deadline for submission of opt-outs. If Mosaic Dental exercises the right to rescind, it will be responsible for paying all reasonable costs of administration of the Settlement incurred through that time.
10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the scheduled Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than ten (10) calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to attempt to address the Court’s concerns. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
 - 10.3 **Enforcement and Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to Code of Civil Procedure section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Rights to Appeal.

The parties and all Participating Class Members who did not object to the Settlement as provided in this Agreement waive all rights to appeal from the Judgment, including all rights to post-Judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals unless the Court materially modifies the Settlement, except that Plaintiff and Class Counsel may appeal from an order by the Court that substantially reduces the amounts sought for the Class Representative Payment or the Class Counsel Fees or Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiff or the Class to avoid the Settlement. Mosaic Dental's payment obligation under the Settlement will be suspended pending an appeal of the Judgment. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to attempt to address the appellate court's concerns, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If an amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Mosaic Dental that any of the allegations in the Operative Complaint have merit or that Mosaic Dental has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Mosaic Dental's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Mosaic Dental reserves the right to contest certification of any class for any reasons, and Mosaic Dental reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification

on any grounds available and to contest Mosaic Dental's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.2 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.4 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Mosaic Dental, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement as agreed by the Parties, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.7 Circular 230 Disclaimer.

Each Party to this Agreement (for purposes of this section, the "Acknowledging Party" and each Party to this Agreement other than the Acknowledging Party, an "Other Party") acknowledges and agrees that:

- a. No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of U.S. Treasury

Dept. Circular 230 (31 C.F.R. Part 10, as amended);

- b. The Acknowledging Party (a) has relied exclusively upon his or its own independent legal and tax counsel for advice (including tax advice) in connection with this Agreement; (b) has not entered into this Agreement based upon the recommendation of any Other Party or any attorney or advisor to any Other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any Other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and,
- c. No attorney or advisor to any Other Party has imposed any limitation that protects the confidentiality of any such attorney's or advisor's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

12.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.

12.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.12 Confidentiality Prior to Preliminary Approval. Plaintiff and her attorneys agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiff's attorneys agree not to publicize the Settlement on their website or social media. In addition, prior to filing of the Motion for Preliminary Approval, Plaintiff and her attorneys will not have any communication with anyone other than family members, clients, Class Members, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Motion for Preliminary Approval, Plaintiff or her attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Mosaic Dental may rescind the Settlement, rendering it null and void.

12.13 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Mosaic Dental in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect

to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Mosaic Dental unless, prior to the Court's discharge of the Administrator's obligation, Mosaic Dental makes a written request to Class Counsel for the return, rather than the destruction of, Class Data.

- 12.14 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.
- 12.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter:
- 12.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and the Settlement Class:

Joshua S. Falakassa
josh@falakassalaw.com
FALAKASSA LAW, P.C.
1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067

Mehrdad Bokhour
mehrdad@bokhourlaw.com
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067

To Mosaic Dental:

Marc L. Jacuzzi
mjacuzzi@sgillaw.com
Sean R. Broderick
sbroderick@sgillaw.com
SIMPSON, GARRITY, INES & JACUZZI, P.C.
2175 N. California Blvd., Suite 710
Walnut Creek, California 94596

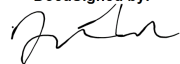
12.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement and the remand of the Action to state court, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree upon signing this Agreement, pursuant to California Civil Procedure Code section 583.330, to extend the date to bring a case to trial under California Civil Procedure Code section 583.310 for the entire period of this settlement process.

AGREED AND UNDERSTOOD BY:

5/1/2025

Dated: April __, 2025

DocuSigned by:

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Plaintiff Jessie Delgado

Dated: April __, 2025

Defendant Mosaic Dental Collective, LLC

APPROVED AS TO CONTENT:

5/1/2025

Dated: April __, 2025

BOKHOUR LAW GROUP, P.C.

Signed by:

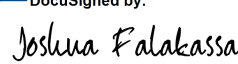
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Mehrdad Bokhour
Attorneys for Plaintiff

4/30/2025

Dated: April __, 2025

FALAKASSA LAW, P.C.

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Joshua Falakassa
Attorneys for Plaintiff

Dated: April __, 2025

SIMPSON, GARRITY, INNES, JACUZZI, P.C.

Marc L. Jacuzzi
Sean A. Broderick
Attorneys for Mosaic Dental Collective, LLC

EXHIBIT “B”

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

*(Jessie Delgado v. Mosaic Dental Collective, LLC,
Sacramento County Superior Case No. 23-CV-005660)*

*The Superior Court for the State of California authorized this Notice. Please read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class and representative action lawsuit entitled *Jessie Delgado v. Mosaic Dental Collective, LLC*, Sacramento County Superior Case No. 23-CV-005660 (the “Action”) for alleged wage and hour violations. The Action was filed by Jessie Delgado (“Plaintiff”) a former employee of Mosaic Dental Collective, LLC (“Mosaic Dental” and/or “Defendant”). The Action seeks payment of (1) back and premium wages, statutory penalties, and interest for a class of non-exempt hourly employees who work or worked for Mosaic Dental in California during the Class Period (July 28, 2019, through December 31, 2024) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt hourly employees who work or worked for Mosaic Dental in California during the PAGA Period (July 26, 2022, through December 31, 2024) (“PAGA Members and/or “Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Mosaic Dental to fund Individual Class Payments, and (2) a PAGA Settlement requiring Mosaic Dental to fund Individual PAGA Payments and to make a payment to the California Labor and Workforce Development Agency (“LWDA”).

Based on Mosaic Dental’s business records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Mosaic Dental’s business records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Mosaic Dental’s records showing that **you worked _____workweeks** during the Class Period and **you worked _____workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See **Section 4** of this Notice for more information.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and

Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Mosaic Dental to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Mosaic Dental.

If you worked for Mosaic Dental during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Mosaic Dental.
- (2) **Request for Exclusion from the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion (defined below) or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Mosaic Dental. You cannot opt-out of the PAGA portion of the proposed Settlement, and thus, if you are a PAGA member, remain eligible for an Individual PAGA Payment regardless of whether you opt out of the Class Settlement.
- (3) **Object to the Class Settlement.** You can object to the Class Settlement by submitting a written objection to the Administrator. Alternatively, and/or in addition, you can appear at the Final Approval Hearing (or hire an attorney to appear on your behalf) to object. However, you cannot object to the PAGA Settlement. Additionally, you can only object to the Class Settlement if you have not excluded yourself from the Class Settlement.

If you are still employed by Defendant, your decision about whether to participate in the proposed Settlement will not affect your employment in any way. In accordance with California law, Defendant strictly prohibits retaliation in any form. Defendant will not take any adverse employment action against or otherwise retaliate or discriminate against any Class Member because of the Class Member's decision to either participate or not participate in the Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Do not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Mosaic Dental that are covered by this Settlement (Released Claims).
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You Can Can Submit a Request for Exclusion from the Class Settlement but not the PAGA Settlement The Deadline to Submit a Request for Exclusion is _____	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice for more information. However, you cannot exclude yourself from the PAGA portion of the proposed Settlement. Mosaic Dental must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice for more information.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice for more information.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Mosaic Dental’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice for more information.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Mosaic Dental employee. Plaintiff filed a proposed Class action lawsuit on behalf of himself, the State of California, and other current and former employees of Defendant. In the Action, Plaintiff alleges that Mosaic Dental violated California labor laws by (1) failing to pay minimum and overtime wages; (2) failing to provide meal breaks; (3) failing to provide

rest periods; (4) failing to pay all sick time; (5) failing to provide accurate itemized wage statements; (6) failing to pay all wages due upon separation of employment; and (7) failure to reimburse necessary business expenses. Plaintiff also asserted a violation of California's Unfair Competition Law ("UCL"). Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiff is represented by attorneys in the Action: Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C. ("Class Counsel.")

Defendant Mosaic Dental strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws and maintains this Action is not appropriate for Class certification. Mosaic Dental disputes all of the claims asserted in the Action and enters into this Settlement for the sole purpose of avoiding the operational burden, expense, distraction, and uncertainty of continuing litigation. The Court has not decided any of the contentions of the Parties. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims asserted by Plaintiff.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Mosaic Dental or Plaintiff is correct on the merits or whether the Action should be certified as a Class Action. Rather than continuing the expensive and time-consuming process of litigation, and considering the substantial risks of losing, Plaintiff and Mosaic Dental hired an experienced, neutral mediator, David A. Lowe, in an effort to resolve the Action by negotiating an agreement to settle the case rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (the "Settlement Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Settlement Agreement, Plaintiff and Mosaic Dental have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Mosaic Dental does not admit any violations or concede the merit of any claims, and likewise, Plaintiff does not admit to the merit of Defendant's defenses.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Mosaic Dental has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Mosaic Dental Will Pay \$240,000.00 as the Gross Settlement Amount (the "Gross Settlement"). Mosaic Dental has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments,

Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Mosaic Dental will fund the Gross Settlement and also fund the amounts necessary to fully pay its employer-share of payroll taxes owed on the Wage Portion of Individual Class Payments, within thirty calendar (30) days of the Effective Date of the Settlement, as that term is defined under the Settlement Agreement.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$80,000 (33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$ 7,500 to the Administrator for services administering the Settlement.
 - D. Up to \$10,000 for PAGA Penalties, 75% allocated to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Members based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions, other than the PAGA Penalties amount, and the Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Mosaic Dental are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Mosaic Dental will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Mosaic Dental have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might

owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor, at your own expense, if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Mosaic Dental.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Mosaic Dental based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Mosaic Dental have agreed that, in either case, the Settlement will be void: Mosaic Dental will not pay any money and Class Members will not release any claims against Mosaic Dental.

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in **Section 9** of this Notice.

9. Released Parties. For purposes of the Released Class Claims and Released PAGA Claims,

the "Released Parties" means Defendant, and all present and former parent companies, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, and successors and assigns of Defendant, and any individual or entity which could be jointly liable with Defendant and its respective present and former parent companies, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, and successors and assigns.

10. Released Class Claims by Participating Class Members. Plaintiff, on behalf of himself and each Participating Class Member, acknowledges that this Settlement is intended to include in its effect a full release of all claims and/or causes of action against the Released Parties asserted in the Operative Complaint, or that could have been in asserted in the Operative Complaint, based on the facts alleged in the Operative Complaint under any federal, state or local law, Industrial Welfare Commission Wage Order, or administrative order, including, but not limited to, the failure to pay minimum wages, the failure to pay overtime compensation, failure to pay sick time pay, the failure to provide timely, uninterrupted meal periods (or meal period premiums in lieu thereof), the failure to provide timely, uninterrupted paid rest periods (or rest period premiums in lieu thereof), the failure to indemnify necessary business expenses, the failure to provide accurate itemized statements, the failure to timely pay wages throughout employment, the failure to timely pay all wages upon separation of employment, the failure to pay waiting-time penalties, and any other claims whatsoever that were alleged in the Operative Complaint or which arise out of such facts, including, without limitation, all related claims for restitution and other equitable relief under Business and Professions Code §§ 17200, *et seq.*, liquidated damages, punitive damages, attorneys' fees, costs, interest, and penalties, and arising from their work for Defendant in California during the Class Period ("Released Class Claims"). The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or any claims based on occurrences outside of the Class Period.

Unless you submit a timely and valid Request for Exclusion, you will be bound by this release. This means that you will not be able to sue, maintain a current lawsuit, or be part of another lawsuit against the Released Parties for the Released Class Claims.

11. Released PAGA Claims by Aggrieved Employees. Plaintiff and all Aggrieved Employees (regardless whether they opt out of the settlement of the class claims) release the Released Parties of all claims and/or causes of action for civil penalties (and associated attorneys' fees, costs, and interest) under the PAGA that are based on the claims for Labor Code violations (as set forth in Paragraph 5.2 of the Settlement Agreement) and alleged in Plaintiff's PAGA Notice arising during their work for Defendant in California during the PAGA Period ("Released PAGA Claims"). The Released PAGA Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or any claims based on occurrences outside of the PAGA Period.

If you are an Aggrieved Employee, you will be bound by this release, even if you submit a timely and valid Request for Exclusion from the Class Settlement. This means that you will not be able to sue, maintain a current lawsuit, or be part of another lawsuit against the Released Parties for the Released PAGA Claims.

12. Date Releases are Effective. The Released Class Claims and Released PAGA Claims will become effective upon the Court's Final Approval Order and Defendant's payment of the Gross Settlement Amount and its employer-side taxes to the Administrator.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member. *See Page 1* of this Notice for the amount that is currently estimated for your Individual Class Payment.
1. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,5000.00 by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member. *See Page 1* of this Notice for the amount that is currently estimated for your Individual PAGA Payment (if none is stated, that means that according to Defendant's records, you didn't work during the PAGA Period and, therefore, are not an Aggrieved Employee.)
2. Workweek and/or PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Mosaic Dental's records, are stated in the first page of this Notice. You have until **Response Deadline** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. **Section 9** of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Mosaic Dental's calculation of Workweeks and/or Pay Periods based on Mosaic Dental's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Mosaic Dental's Counsel. The Administrator's decision is final. You can not appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check

to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address. Unless you notify the Administrator about any change to your mailing address, your check will be sent to the same address where this Notice was sent.

If you lose or misplace your check before cashing it, the Administrator will replace it as long as you request a replacement before the date when the check expires (the "Void Date"). The front of every check will state the Void Date. If you do not cash your check by the Void Date, the Administrator will cancel your checks and give the funds to a *cy pres* recipient. The Parties have appointed Legal Aid at Work as the *cy pres* recipient of any uncashed settlement funds, subject to the Court's approval.

6. HOW DO I REQUEST EXCLUSION FROM THE CLASS SETTLEMENT?

You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in a signed writing and no later than **Response Deadline** that you wish to exclude yourself ("Request for Exclusion"). If you submit a valid and timely Request for Exclusion, you will not receive an Individual Class Payment, but will preserve the rights to pursue any Released Class Claims.

To be valid, the Request for Exclusion should be a letter from you or your legal representative setting forth your full name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Jessie Delgado v. Mosaic Dental Collective, LLC*, Sacramento County Superior Case No. 23-CV-005660, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). Also, your Request for Exclusion must be signed by you or your legal representative; no one else can make the request for you.

To be timely, your Request for Exclusion must be submitted to the Administrator by **Response Deadline**. You can submit your Request for Exclusion by fax, email, or by mail if postmarked by **Response Deadline**. See **Section 9** of this Notice for the Administrator's contact information.

Remember, you cannot exclude yourself from the PAGA Settlement. Non-Participating

Class Members remain eligible for Individual PAGA Payments (if any) in exchange for giving up their right to pursue any Released PAGA Claims.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. Only Participating Class Members have the right to object to the Settlement. At least sixteen (16) days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in **Section 9** of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

_____ (url) _____ or the Court's website _____ (url) _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Jessie Delgado v. Mosaic Dental Collective, LLC*, Sacramento County Superior Court Case No. 23-CV-005660, and include your name, current address, telephone number, and approximate dates of employment for Mosaic Dental and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing _____ at (time) in **Department 4** of the Sacramento County Superior Court, located at 720 9th Street Sacramento, California 95814 . At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, the LWDA, Aggrieved Employees, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer, at your own expense, to attend) either personally or virtually via Zoom. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the

Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Mosaic Dental and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) _____'s website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>) and entering the Case Number for the Action, Case No. 23-CV-005660.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Joshua S. Falakassa josh@falakassalaw.com FALAKASSA LAW, P.C. 1901 Avenue of the Stars, Suite 920 Los Angeles, California 90067	Mehrdad Bokhour mehrdad@bokhourlaw.com BOKHOUR LAW GROUP, P.C. 1901 Avenue of the Stars, Suite 920 Los Angeles, California 90067
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Settlement Administrator:

Name of Company: XX
 Email Address: XX
 Mailing Address: XX
 Telephone: XX
 Fax Number: XX
 Website: XX

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT “C”