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and on behalf of others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

KARLA MORALES, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

CASTEEN DENTAL CORPORATION, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Lead Case No.: BCV-23-102915
Consolidated Case No.: BCV-23-103655

*Assigned for all purposes to:
Hon. Gregory Pulskamp
Dept. J*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: April 18, 2025
Time: 8:30 a.m.
Dept.: J

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiff Karla Morales' ("Plaintiff") Motion for Preliminary Approval
3 of Class Action Settlement ("Motion"), the Declaration of John G. Yslas, Plaintiff's declaration,
4 and the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement
5 Agreement"), and good cause appearing, the Court finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement and the Settlement Class based on the
9 terms set forth in the Settlement Agreement between Plaintiff and Defendant Casteen Dental
10 Corporation ("Defendant"), attached to the Declaration of John G. Yslas in Support of Plaintiff's
11 Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1**.

12 2. The Settlement falls within the range of reasonableness of a settlement which
13 could ultimately be given final approval by this Court, and appears to be presumptively valid,
14 subject only to any objections that may be raised at the Final Approval Hearing and final
15 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
16 \$1,080,000.00 to cover (a) settlement payments to Class Members who do not validly opt out;
17 (b) a \$30,000.00 allocation toward civil penalties under the Private Attorneys General Act, 75%
18 of which (\$22,500.00) will be paid to the State of California, Labor & Workforce Development
19 Agency and 25% of which (\$7,500.00) will be paid to eligible Aggrieved Employees; (c) Class
20 Representative Service Payment of up to \$10,000.00 to Plaintiff Karla Morales; (d) Class
21 Counsel's attorneys' fees, not to exceed one-third (1/3) of the Gross Settlement Amount (i.e.,
22 \$360,000.00), and up to \$20,000.00 in costs for actual litigation expenses incurred by Class
23 Counsel; and (e) Settlement Administration Costs of up to \$6,850.00.

24 3. The Court preliminarily finds that the terms of the Settlement appear to be within
25 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
26 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
27 and reasonable to the Class Members when balanced against the probable outcome of further
28 litigation relating to class certification, liability and damages issues, and potential appeals; (2)

1 significant informal discovery, investigation, research, and litigation have been conducted such
2 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
3 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
4 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
5 the result of intensive, serious, and non-collusive negotiations between the Parties with the
6 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
7 that the Settlement Agreement was entered into in good faith.

8 4. A final fairness hearing on the question of whether the proposed Settlement,
9 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
10 Workforce Development Agency for its share of the settlement of claims for penalties under the
11 Private Attorneys General Act, and the Class Representative Service Payment should be finally
12 approved as fair, reasonable and adequate as to the members of the Class is hereby set in
13 accordance with the Implementation Schedule set forth below.

14 5. The Court provisionally certifies for settlement purposes only the following class
15 (the "Class"): "means all persons currently or formerly employed by Defendant Casteen Dental
16 Corporation as hourly-paid, non-exempt employees in the State of California during the Class
17 Period."

18 6. "Class Period" means the period from August 29, 2019 through the day the Court
19 grants preliminary approval of the Settlement.

20 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
21 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
22 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
23 of law and fact that are common, or of general interest, to all Settlement Class Members, which
24 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
25 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
26 the interests of the Settlement Class Members; and (5) a class action is superior to other
27 available methods for the fair and efficient adjudication of the controversy.

28 8. The Court appoints as Class Representative, for settlement purposes only,

1 Plaintiff. The Court further preliminarily approves Plaintiff Karla Morales' ability to request a
2 Service Payment up to \$10,000.00.

3 9. The Court appoints, for settlement purposes only, John G. Yslas, Samantha A.
4 Smith, Jeffrey C. Biles, Aram Boyadjian, Lisa B. Iturriaga, and Andrew Sandoval of Wilshire
5 Law Firm, PLC, as Class Counsel. The Court further preliminarily approves Class Counsel's
6 ability to request attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount (i.e.,
7 \$360,000.00), and costs not to exceed \$20,000.00.

8 10. The Court appoints ILYM Group, Inc. as the Settlement Administrator with
9 reasonable administration costs estimated not to exceed \$6,850.00.

10 11. The Settlement Administrator will establish, maintain, and use an internet website
11 to post information of interest to Class Members including the date, time and location for the
12 Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary
13 Approval, the Preliminary approval, the Class Notice, the Motion for Final Approval, the motion
14 for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class
15 Representative Service Payment, and the Final Approval and Judgment.

16 12. The Court approves, as to form and content the Class Notice, attached to the
17 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
18 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
19 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
20 thereto. The form and method of giving notice complies fully with the requirements of
21 California Code of Civil Procedure section 382, California Civil Code section 1781, California
22 Rules of Court 3.766 and 3.769, and the California and United States Constitutions.

23 13. Concurrently with mailing the Class Notice, the Settlement Administrator will
24 post a copy of the Class Notice with Spanish Translation on its website at least until the date of
25 the Final Approval Hearing.

26 14. The Court further approves the procedures for the Class Members to opt out of or
27 object to the Settlement, as set forth in the Class Notice.

28 15. The Parties are ordered to carry out the Settlement according to the terms of the

Settlement Agreement.

16. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

17. The Court orders the following implementation schedule:

EVENT:	DEADLINE:
Defendant to provide Class List to the Settlement Administrator	14 days after the Court grants Preliminary Approval of the Settlement
Settlement Administrator to mail the Notice Packets	14 days after receipt of Class Data
Class Member Response Deadline	45 days after mailing Notice to Class
Class Member Deadline to Object	45 days after mailing Notice to Class
Deadline for Administrator to Submit Declaration in Support of Motion for Final Approval	14 days before the last day to file Plaintiff's Motion for Final Approval
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Awards to Plaintiff	16 court days before the calendared Final Approval Hearing
Final Approval Hearing	_____, 2025 at _____ a.m./p.m.

18. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

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19. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

DATE:

Hon. Gregory Pulskamp
Kern County Superior Court