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 and on behalf of all 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.

FILED
KERN COUNTY SUPERIOR COURT
08/19/2025
 BY Dickey, Leslie
DEPUTY

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

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

**~~[PROPOSED]~~ JUDGMENT AND ORDER
 GRANTING PLAINTIFF'S MOTION
 FOR FINAL APPROVAL OF CLASS
 ACTION AND PAGA SETTLEMENT**

FINAL APPROVAL HEARING

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

1 This matter came on for hearing on August 18, 2025 at 8:30 p.m., in Department J of the
2 above-referenced Court on the Motion for Final Approval of Class Action and PAGA Settlement
3 pursuant to California Rules of Court, Rule 3.769. On April 24, 2025, this Court issued an Order
4 Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
5 Plaintiff Karla Morales ("Plaintiff") now seeks an order granting final approval of the Class
6 Action and PAGA Settlement Agreement ("Settlement"), a copy of which is attached to the
7 Declaration of John G. Yslas in Support of Plaintiff's Motion for Preliminary Approval of Class
8 Action Settlement as **Exhibit 1**.

9 Having received and considered the Settlement, the supporting papers filed by the
10 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval
11 of Class Action Settlement granted on April 24, 2024, and the instant Motion for Final Approval
12 of Class Action and PAGA Settlement, the Court grants final approval of the Settlement and
13 **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:**

14 1. Pursuant to the Order Granting Plaintiff's Motion for Preliminary Approval of Class
15 Action and PAGA Settlement, the Class Notice was sent to each Class Member by First Class mail.
16 These papers informed Class Members of the terms of the Settlement, their right to receive an
17 Individual Settlement Payment, and their right to: (a) comment on or object to the Settlement; (b)
18 request exclusion from the Settlement and pursue their own remedies; (c) dispute the calculation
19 of their Individual Settlement Payment; and (d) appear at the final approval hearing. No Class
20 Member has objected to the proposed Settlement, and no Class Member has requested exclusion.

21 2. The Court finds and determines that this notice procedure afforded adequate protections
22 to Class Members and provides the basis for the Court to make an informed decision regarding
23 approval of the Settlement based on the responses of the Class. The Court finds and determines
24 that the notice provided in this case was the best notice practicable, which satisfied the
25 requirements of law and due process.

26 3. With respect to the Class and for purposes of approving this Settlement only, this Court
27 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that
28 joinder of all members is impracticable; (b) there are questions of law or fact common the class

1 and a well-defined community of interest among members of the Class with respect to the subject
2 matter of the action; (c) the claims of Class Representative Karla Morales are typical of the claims
3 of the Class Members; (d) the Class Representative has fairly and adequately protected the interests
4 of the Class; (e) a class action is superior to other available methods for an efficient adjudication
5 of this controversy; and (f) counsel of record for the Class Representative are qualified to serve as
6 Class Counsel.

7 4. The Court has certified a Class for settlement purposes only, defined as all persons
8 currently or formerly employed by Defendant Casteen Dental Corporation as hourly-paid, non-
9 exempt employees in the State of California during the Class Period (from August 29, 2019 through
10 April 24, 2025). The Court deems this definition sufficient for purposes of California Rules of
11 Court, Rule 3.765(a).

12 5. The Court hereby confirms John G. Yslas, Jeffrey C. Bils, Aram Boyadjian, Lisa B.
13 Iturriaga, and Andrew Sandoval of Wilshire Law Firm, PLC as Class Counsel.

14 6. The Court hereby confirms Plaintiff Karla Morales as the Class Representative.

15 7. The Court finds and determines that the terms of the Settlement are fair, reasonable,
16 and adequate, and directs the Parties to effectuate the Settlement according to its terms, having
17 found that the Settlement was reached as a result of informed and non-collusive arm's length
18 negotiations facilitated by a neutral mediator. The Court finds that the Parties conducted adequate
19 investigation, research, and discovery, and that their attorneys were able to reasonably evaluate
20 their respective positions. The Court also finds that the Settlement will enable the Parties to avoid
21 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
22 to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of
23 the Settlement and recognizes the significant value accorded to the Class.

24 8. The Court hereby approves that Defendant shall pay a total of \$1,080,000.00 to resolve
25 this litigation.

26 9. The Court finds and determines that the Individual Settlement Payments to be paid
27 to Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court

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1 hereby gives final approval to and orders the payment of those amounts to be made to the
2 Settlement Class Members in accordance with the Settlement.

3 10. From the Settlement Amount, the Court finds and determines that payment of
4 \$30,000.00 in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and
5 Workforce Development Agency will receive 75% (\$22,500.00), and the remaining 25%
6 (\$7,500.00) will be distributed to Aggrieved Employees (defined as all persons currently or
7 formerly employed by Defendant Casteen Dental Corporation as hourly-paid, non-exempt
8 employees in the State of California during the PAGA Period (August 30, 2022 through April 24,
9 2025). The Court hereby grants final approval to and orders the payment of the amount in
10 accordance with the Settlement.

11 11. From the Settlement Amount, the Court finds and determines the Class
12 Representative Service Payment of \$10,000.00 to the named Plaintiff is fair and reasonable. The
13 Court hereby grants final approval to and orders the payment of that amount to be paid to the named
14 Plaintiff for her service as a class representative and for her agreement to release claims.

15 12. From the Settlement Amount, the Court finds and determines that the fees and expenses
16 in administering the Settlement incurred by ILYM Group, Inc. ("ILYM") in the amount of
17 \$6,850.00 are fair and reasonable. The Court hereby grants final approval to and orders the payment
18 of that amount in accordance with the Settlement.

19 13. From the Settlement Amount, the Court hereby awards Class Counsel attorneys' fees
20 in the amount of \$360,000.00 and litigation costs in the amount of \$ 15,984.45. The Court hereby
21 grants final approval to and orders the payment of those amounts in accordance with the
22 Settlement.

23 14. At least five (5) business days prior to Defendant's deadline for funding the Gross
24 Settlement Amount, the Administrator shall calculate the total Employer Taxes due to the wage
25 portion of the Individual Class Payments and issue Defendant instructions and the amount of
26 Employer Taxes.

27 15. Defendant shall fully fund the Gross Settlement Amount and the Employer Taxes by
28 transmitting the funds to the Administrator no later than 14 (fourteen) days after the Effective Date.

1 16. The Settlement Administrator shall mail the settlement payments to Class Members
2 within seven (7) days of Defendant fully funding the Gross Settlement Amount, provided that the
3 Settlement Administrator has delivered to the Parties an accounting of the amounts to be paid by
4 Defendant pursuant to the terms of the Settlement. Uncashed settlement checks will be
5 automatically cancelled in 180 days after their issuance. The residue funds will be transmitted by
6 the Settlement Administrator to the California Controller's Unclaimed Property Fund in the name
7 of the Class Member.

8 17. Effective on the date when Defendant fully funds the Gross Settlement Amount and
9 all Employer Taxes, Plaintiff, Class Members, and Class Counsel will release claims against all
10 Released Parties as follows:

- 11 (a) Released Class Claims: All Participating Class Members, on behalf of
12 themselves and their respective former and present representatives, agents,
13 attorneys, heirs, dependents, administrators, devisees, legatees, executors,
14 trustees, conservators, guardians, personal representatives, successors, and
15 assigns, whether individual, class, representative, legal, equitable, direct or
16 indirect, or any other type of any capacity, shall and do hereby forever
17 release, discharge, and agree to hold harmless the Released Parties from (i)
18 all claims, rights, demands, liabilities, and causes of action, in law or in
19 equity, arising at any time during the Class Period for the claims brought
20 by Plaintiff in the Operative Class Complaint, or that could have been
21 brought by Plaintiff, based on the facts alleged therein or in the PAGA
22 Notice, including claims for: (1) failure to pay minimum and straight time
23 wages (including, but not limited to, due to alleged off-the-clock work,
24 rounding, improper calculation of wages, and otherwise underpaid wages),
25 (2) failure to pay overtime wages (including, but not limited to, due to
26 alleged off-the-clock work, rounding, improper calculation of wages, and
27 otherwise underpaid wages), (3) failure to provide meal periods (including,
28 but not limited to, alleged non-compliant first and second meal breaks,

1 remaining on premises or on-duty during meal periods, off-the-clock work,
2 rounding, improper calculation of meal period premiums, and any failure to
3 pay meal period premiums), (4) failure to provide rest periods (alleged
4 non-compliant rest breaks, insufficient or interrupted rest breaks,
5 remaining on premises or on-duty during rest breaks, off-the-clock work,
6 rounding, improper calculation of rest period premiums, and any failure to
7 pay rest period premiums), (5) failure to timely pay earned wages during
8 employment and/or at termination, (6) failure to provide accurate wage
9 statements and maintain required records, (7) failure to indemnify
10 employees for expenditures; (8) failure to produce requested employment
11 records; and (9) unfair business practices; and (ii) Any and all causes of
12 action, claims, rights, damages, punitive or statutory damages, penalties,
13 liabilities, expenses, and losses alleged in the Operative Class Complaint,
14 or that could have been alleged based upon the facts alleged in the
15 operative complaint during the Class Period (“Released Class Claims”). To
16 the extent based on facts alleged in the Actions or the PAGA Letter, the
17 Released Class Claims encompass, but are not limited to, all claims
18 pursuant to the applicable IWC Wage Order (including Wage Order 4-
19 2001), and Labor Code §§ 98.6 201, 201.3, 202, 203, 204, 210, 216, 218.5,
20 218.6, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 232, 232.5, 233, 234, 245,
21 246, 247.5, 248.2, 248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5,
22 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5,
23 1199, 1527, 2698, 2699, 2802, 2810.5, 3366, 3457, 6401, 8397.4. Except
24 as set forth in Section 5.3 of this Agreement, Participating Class Members
25 do not release any other claims, including claims for vested benefits,
26 wrongful termination, violation of the Fair Employment and Housing Act,
27 unemployment insurance, disability, social security, workers’
28 compensation, or claims based on facts occurring outside the Class Period.

1 Nothing in this Agreement shall release any claims that were not alleged in
2 the Operative Class Complaint or could not have been alleged based on the
3 facts alleged in the Operative Class Complaint or PAGA Notice. Nothing
4 in this release shall release or limit any obligation created by this
5 Agreement.

6 (b) Released PAGA Claims: All Aggrieved Employees, including Non-
7 Participating Class Members who are Aggrieved Employees, are deemed to
8 release, on behalf of themselves and their respective former and present
9 representatives, agents, attorneys, heirs, administrators, successors, and
10 assigns, the Released Parties from all claims, rights, demands, liabilities
11 and causes of action for PAGA civil penalties, that Aggrieved Employees
12 have had, now have, or may have in the future against Released Parties
13 based on any acts or omissions occurring during the PAGA Period, and
14 based on the claims alleged or that reasonably could have been alleged
15 based on the facts alleged in the Operative PAGA Complaint or alleged in
16 Plaintiff's notice to the LWDA, including but not limited to, any and all
17 claims for PAGA Penalties pursuant to Wage Order 4-2001, and Labor
18 Code §§ 98.6, 201, 201.3, 202, 203, 204, 210, 216, 218.5, 218.6, 225.5,
19 226, 226.3, 226.6, 226.7, 227.3, 232, 232.5, 233, 234, 245, 246, 247.5,
20 248.2, 248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1102.5,
21 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199,
22 1527, 2698, 2699, 2802, 2810.5, 3366, 3457, 6401, 8397.4 (the "Released
23 PAGA Claims"). The Released PAGA Claims are those that accrued
24 during the PAGA Period only. The State of California shall release all and
25 any PAGA claims rights, demands, liabilities, penalties, fines, debts and
26 causes of action, arising from the PAGA claims pled in the Operative
27 PAGA Complaint or LWDA notice; or that could have been pled in the
28 Actions based on the allegations therein. Any Aggrieved Employees who

1 submit a valid and timely Request for Exclusion are still entitled to their
2 Individual PAGA Payment and have no right or ability to opt out of the
3 portion of this Settlement releasing the Released PAGA Claims.

4 (c) “Released Parties” means Defendant and each of its former, future, and
5 present parents, joint venturers, and affiliated corporations and partnerships;
6 their directors, officers, shareholders, owners, members, managers, partners,
7 customers, employees, agents, attorneys, insurers, predecessors, successors,
8 assigns, subsidiaries; and any other individuals, entities, successors, assigns,
9 or legal representatives who could be liable for any of the Released Claims.

10 18. Without affecting the finality of this Order or the entry of judgment in any way, this
11 Court retains continuing jurisdiction of all matters relating to the implementation, interpretation,
12 administration, effectuation and enforcement of this order and the Settlement.

13 19. Defendant Casteen Dental Corporation (“Defendant”) shall not have any further
14 liability for costs, expenses, interest, attorneys’ fees, or for any other charge, expense, or liability,
15 except as provided for by the Settlement.

16 20. Neither the making of this Settlement nor the entry into the Settlement constitutes an
17 admission by Defendant, nor is this order a finding of the validity of any claims in this case or of
18 any other wrongdoing. Further, the Settlement is not a concession and shall not be used as an
19 admission of any wrongdoing, fault, or omission of any entity or persons, nor may any action taken
20 to carry out the terms of the Settlement be construed as an admission or concession by or against
21 Defendant.

22 21. Upon completion of administration of the Settlement, the Settlement Administrator will
23 provide written certification of such completion to the Court, which shall be filed with the Court
24 seven days before the non-appearance compliance hearing set for **August 18, 2026 at 8:30 a.m.**

25 22. The Court hereby enters final judgment in accordance with the terms of the Settlement,
26 the Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, and
27 this Order.

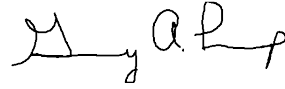
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1 23. The Parties will bear their own costs and attorneys' fees except as otherwise provided
2 by this Court's Order awarding Class Counsel's attorneys' fees and litigation costs.

3 **IT IS SO ORDERED.**

4 Signed: 8/19/2025 01:01 PM

5 Dated: _____



Honorable Gregory Pulskamp
Judge of the Superior Court

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