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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

OCT 15 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

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

SUMMER HUBER, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

EVOLVE DENTAL TECHNOLOGIES, INC.,
a California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: 30-2023-01354711-CU-OE-CXC

Assigned for All Purposes to:
Honorable David A. Hoffer
Department CX-103

CLASS ACTION

**[PROPOSED] AMENDED ORDER
OF FINAL APPROVAL AND
JUDGMENT**

RELATED TO ROA NO. 127

Hearing Date: October 13, 2025
Hearing Time: 1:30 p.m.
Hearing Place: Department CX-103

Complaint Filed: October 9, 2023
FAC Filed: February 6, 2024
SAC Filed: May 21, 2024
Trial Date: None Set

1 This matter came before Honorable David A. Hoffer in Department CX-103 of the
2 above-entitled Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701,
3 on Plaintiff Summer Huber's ("Plaintiff") Motion for Final Approval of Class Action
4 Settlement, Attorney Fees Award, Cost Award, and Class Representative Enhancement
5 Payment.

6 On March 14, 2025, the Court entered an Order Preliminarily Approving Class Action
7 Settlement ("Preliminary Approval Order"), preliminarily approving the settlement of the
8 above-entitled case in accordance with the Joint Stipulation of Class Action and PAGA
9 Settlement and Amendment to the Joint Stipulation of Class Action and PAGA Settlement
10 (Collectively, "Settlement Agreement," "Settlement," or "Agreement"), which sets forth the
11 terms and conditions for settlement of this case.

12 Having reviewed the Settlement Agreement, duly considered the papers and oral
13 argument, and good cause appearing:

14 **THE COURT ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

15 All terms used herein shall have the same meaning as defined in the Settlement
16 Agreement and the Preliminary Approval Order. This Court has jurisdiction over the claims of
17 the Class Members asserted in this proceeding and over all Parties to this case. The Court finds
18 that the applicable requirements of Code of Civil Procedure section 382 and Rule of Court
19 3.769, *et seq.*, have been satisfied. The Court makes its earlier provisional certification of the
20 Class set forth in the Preliminary Approval Order final. The Class is defined to include:

21 All current and former hourly-paid or non-exempt employees of Defendant
22 Evolve Dental Technologies, Inc. ("Defendant") within the State of California at
23 any time during the period from October 9, 2019 through August 6, 2024.
("Class," "Class Members," and "Class Period").

24 Eligible Aggrieved Employees is defined to include:

25 All current and former hourly-paid or non-exempt employees of Defendant within
26 the State of California at any time during the period from October 9, 2022 through
27 August 6, 2024. ("Eligible Aggrieved Employees" and "PAGA Period").
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1 The Notice of Class Action and PAGA Settlement ("Class Notice") and Request for
2 Exclusion Form ("Exclusion Form") (collectively, known as the "Notice Packet") that were
3 mailed to the Class Members: (1) fully and accurately informed the Class Members of all
4 material elements of the Settlement and of their opportunity to participate in, object to or
5 comment thereon, or to seek exclusion from the Settlement; (2) was the best notice practicable
6 under the circumstances; (3) was valid, due, and sufficient notice to all the Class Members; and
7 (4) complied fully with the laws of California, Constitution, due process, and other applicable
8 law. The Notice Packet fairly and adequately described the Settlement and provided the Class
9 Members with adequate instructions and a variety of means to obtain additional information.

10 The Court grants final approval of the Agreement and finds that the Agreement
11 reasonable, adequate, and in the best interests of the Class. The Court finds that the: (1)
12 Agreement was reached following meaningful discovery and investigation conducted by Class
13 Counsel; (2) Agreement is the result of serious, informed, adversarial, and arm's-length
14 negotiations; and (3) terms of the Agreement are fair, adequate, and reasonable. The Court
15 considered all the evidence presented, including evidence regarding the strength of the case,
16 risk, expense, and complexity of the claims presented, likely duration of further litigation,
17 amount offered in the Agreement, extent of the investigation and discovery completed, and
18 experience and views of Class Counsel.

19 The Agreement is not an admission by Defendant, nor is this Order and Judgment a
20 finding of the validity of any allegations or of any wrongdoing. Neither this Order and
21 Judgment, Agreement, nor any document referred to herein, nor any action taken to carry out
22 the Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing,
23 omission, concession, or liability whatsoever by or against Defendant.

24 A full opportunity was afforded to the Class Members to participate in the Final
25 Approval Hearing, and all the Class Members and other persons wishing to be heard have been
26 heard. The Class Members had a full and fair opportunity to exclude themselves from the
27 Settlement. Accordingly, the Court determines that all the Class Members who did not submit
28 requests for exclusion ("Participating Class Members") to the Settlement Administrator are

1 bound by this Order and Judgment.

2 The Court considered that no valid requests for exclusion were submitted by the Class
3 Members. The Court also considered that no objections were submitted by the Class Members.
4 Finally, the Court considered that no disputes were submitted by the Class Members.

5 The plan of allocation and distribution of the Gross Settlement Amount is fair, adequate,
6 and reasonable and is approved. It is ordered that Defendant will pay the Gross Settlement
7 Amount of \$300,000 in accordance with the methodology and terms set forth in the Agreement.

8 The Court finds that the request for the Attorneys Fee Award falls within the range of
9 reasonableness and that the results achieved justify the award sought. Thus, the Court finds that
10 the Attorney Fee Award is fair, reasonable, and appropriate and is approved. It is ordered that
11 the Settlement Administrator issue payment of the Attorney Fee Award of \$90,000 to Class
12 Counsel according to the methodology and terms set forth in the Settlement.

13 Pursuant to the Settlement Agreement, Class Counsel can request reimbursement of
14 litigation costs and expenses of up to \$15,000. The Court finds that the reimbursement of
15 litigation costs and expenses of \$10,460.05 incurred by Class Counsel is reasonable and is
16 approved. It is ordered that the Settlement Administrator will issue payment of the Cost Award
17 of \$10,460.05 to Class Counsel for the reimbursement of litigation costs and expenses.

18 The Court finds that the Class Representative Enhancement Payment sought by Plaintiff
19 for the time and effort dedicated to and the risks and sacrifices incurred for this case is fair and
20 reasonable and is approved. It is ordered that the Settlement Administrator will issue a payment
21 of the Class Representative Enhancement Payment of \$5,000 to Plaintiff.

22 It is ordered that the Settlement Administrator shall pay itself Administration Costs of
23 \$4,499 for the services performed and costs incurred pursuant to the notice and administration
24 process in accordance with the Settlement. The Settlement Administrator has submitted an
25 invoice alongside its declaration filed concurrently herewith.

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1 The Court finds that the allocation of \$30,000 toward penalties under PAGA is fair,
2 reasonable, and appropriate and is approved. The Settlement Administrator shall distribute the
3 PAGA Payment as follows: seventy-five percent (75%) of the PAGA Payment (\$22,500) shall
4 be paid to the California Labor and Workforce Development Agency, and twenty-five percent
5 (25%) of the PAGA Payment (\$7,500) shall be distributed to Eligible Aggrieved Employees, on
6 a pro rata basis according to the methodology and terms set forth in the Agreement.

7 It is ordered that the Settlement Administrator shall distribute the settlement payments to
8 all the Participating Class Members pursuant to the methodology and terms set forth in the
9 Settlement Agreement.

10 Pursuant to Code of Civil Procedure section 384, it is ordered that the Class Members
11 and Eligible Aggrieved Employees must cash or deposit their settlement checks within one
12 hundred eighty (180) calendar days after the checks are mailed to them. Uncashed settlement
13 checks will be paid to the California State Controller's Unclaimed Property Division in
14 accordance with California Unclaimed Property Law so that the Participating Class Member
15 and Eligible Aggrieved Employees will have his or her settlement share available to him or her
16 per the applicable claim procedure to request that money from the State of California.

17 As of the Effective Date and upon the fulfillment of Defendant's payment obligations,
18 all Participating Class Members will be bound by a release of all claims and causes of action
19 falling under the Released Claims occurring during the Class Period.

20 As of the Effective Date and upon the fulfillment of Defendant's payment obligations,
21 the California Labor and Workforce Development Agency ("LWDA"), and any other
22 representative, proxy, or agent thereof, including Plaintiff and Eligible Aggrieved Employees,
23 will be bound by a release of all claims and causes of action falling under the PAGA Released
24 Claims occurring during the PAGA Period. The PAGA Released Claims is effective regardless
25 of whether the Eligible Aggrieved Employee submits a valid and timely Exclusion Form.

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1 As of the Effective Date and upon the fulfillment of Defendant's payment obligations,
2 Plaintiff provides a general release of claims. Furthermore, Plaintiff waives and relinquishes the
3 provisions, rights and benefits of Civil Code section 1542, or any other similar provision under
4 federal or state law.

5 The relevant settlement documents were posted on the static website that was created for
6 the Class. The notice of entry of judgment shall be provided by the Settlement Administrator to
7 the Class by posting the judgment on the static website that was created for the Class.

8 The Court finds that this case is fully and finally resolved by the Settlement Agreement
9 without a finding of liability by any party and that nothing herein is or should be construed as an
10 admission of liability by Defendant.

11 Plaintiff shall submit a copy of this Order and Judgment to LWDA within ten (10)
12 calendar days after entry of this Order and Judgment.

13 Pursuant to Rules of Court, Rule 3.769(h), after entry of this Order and Judgment, the
14 Court shall retain continuing jurisdiction to construe, interpret, implement, and enforce the
15 Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement
16 benefits, and to supervise and adjudicate any dispute arising from or in connection with the
17 distribution of settlement benefits.

18 The Court sets a compliance hearing for July 20, 2026 at 10:00 a.m. in Department CX-
19 103. Within five (5) court days before this hearing, Plaintiff shall file a compliance status report.
20 Pursuant to Code of Civil Procedure section 384, the compliance status report shall specify the
21 total amount paid to the Participating Class Members and residual of the unclaimed settlement
22 funds that will be paid to the entity identified as the recipient of such funds in the Settlement.

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1 This Court ORDERS, ADJUDGES, AND DECREES judgment is entered into in
2 accordance with the terms of this Order and Judgment and the Agreement.

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4 **IT IS SO ORDERED.**

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6 DATED: 10/25/25

David A. Hoffer
7 HONORABLE DAVID A. HOFFER
8 SUPERIOR COURT JUDGE
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**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is manderson@justicelawcorp.com.

On October 17, 2025, I served the foregoing document described as

AMENDED ORDER OF FINAL APPROVAL OF JUDGMENT

for the following case: **Huber v. Evolve Dental Technologies, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM- 986612-23**
Court Case No.: 30-2023-01354711-CU-OE-CXC
Orange County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 17, 2025, at Pasadena, California.



Mariah Anderson