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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

VICTORIA ESQUIVEL, individually, and on
behalf of other similarly situated employees and
aggrieved employees pursuant of the California
Private Attorneys General Act,

Plaintiff,

vs.

HAMLET KARAPETIAN, DMD, INC. dba
FRIENDLY SMILES DENTAL GROUP;
HAMLET KARAPETIAN DENTAL CORP; and
DOES 1 through 25, inclusive,

Defendants.

Case No. 24CV03582

Honorable Jed Beebe
Department 4

**DECLARATION OF LIZETH MARIN IN
SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
ATTORNEYS' FEES AND COSTS,
ENHANCEMENT PAYMENT, AND
SETTLEMENT ADMINISTRATION
COSTS**

Date: July 30, 2026
Time: 8:30 a.m.
Dept: 4

Complaint Filed: June 26, 2024
FAC Filed: October 22, 2025
Trial Date: Not Set

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1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a member of Blackstone Law, APC (“Class Counsel”), attorneys of record for Plaintiff Victoria Esquivel (“Plaintiff”). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

2. On June 19, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendants Hamlet Karapetian, DMD, Inc. dba Friendly Smiles Dental Group and Hamlet Karapetian Dental Corp. (together, “Defendants”) by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendants (“PAGA Letter”).

4. On January 28, 2025, Plaintiff propounded written formal discovery onto Defendants (specifically, Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set One), Special Interrogatories (Set One), Requests for Admission (Set One), and Requests for Production of Documents (Set One)), noticed the deposition of Defendants’ Person Most Knowledgeable, and served a proposed stipulation and protective order – confidential designation only and a Belaire-West notice.

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1 6. On September 3, 2025, Plaintiff and Defendants (collectively, the “Parties”)
2 participated in a formal mediation conducted by Kevin Barnes, Esq. (“Mediator”), a neutral and
3 respected mediator with extensive experience in complex wage and hour matters, and with the
4 assistance of the Mediator’s evaluations, the Parties were able to reach an agreement to resolve this
5 dispute on a class and representative basis. The Parties then worked diligently to negotiate and
6 memorialize the terms in a long form settlement agreement.

7 7. On October 22, 2025, Plaintiff filed a First Amended Class and Representative Action
8 Complaint (“Operative Complaint”) in the Action, which added a cause of action under the California
9 Labor Code Private Attorney General Act of 2004 (“PAGA”). The Operative Complaint alleges
10 eleven (11) causes of action for violations of the California Labor Code for failure to pay minimum
11 wages, failure to pay overtime wages, failure to provide compliant meal periods and premium
12 payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu
13 thereof, failure to timely pay wages during employment, failure to provide accurate wage statements,
14 failure to timely pay wages upon termination, failure to reimburse necessary business expenses, and
15 failure to comply with requests to inspect records, for violations of California Business & Professions
16 Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for
17 civil penalties under PAGA based on the aforementioned California Labor Code violations.

18 8. On November 25, 2025, the Parties executed the Joint Stipulation of Class Action and
19 PAGA Settlement (“Settlement” or “Settlement Agreement”). A true and correct copy of the
20 Settlement Agreement is attached hereto as **Exhibit 1**.

21 9. On January 9, 2026, Plaintiff filed a Motion for Preliminary Approval of Class Action
22 and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. On March
23 26, 2026, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA
24 Settlement (“Preliminary Approval Order”), thereby preliminary approving the terms of the
25 Settlement, the Notice of Class Action Settlement (“Class Notice”), and the proposed administration
26 procedures and associated deadlines. A true and correct copy of the Preliminary Approval Order is
27 attached hereto as **Exhibit 2**.

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1 **Summary of the Terms of the Settlement Agreement**

2 10. By way of the Preliminary Approval Order, the Court certified the following Class for
3 settlement purposes only: “All current and former non-exempt employees who worked for Defendants
4 in the State of California at any time during the Class Period” (“Class” or “Class Members”). The
5 “Class Period” is defined as the period from June 26, 2020 through November 2, 2025. The
6 “Settlement Class Members” consist of all Class Members who did not submit a timely and valid
7 Request for Exclusion. The “PAGA Employees” consist of “all current and former non-exempt
8 employees who worked for Defendants in the State of California at any time during the PAGA Period.”
9 The “PAGA Period” is defined as the period from June 19, 2023 through November 2, 2025.

10 11. Based on the data provided by Defendants following preliminary approval and for
11 purposes of administration of the Class Notice, I am informed that there are 98 Settlement Class
12 Members who worked 8,486 weeks for Defendants as non-exempt employees in California during the
13 Class Period (“Workweeks”) and 70 PAGA Employees who worked 2,132 pay periods for Defendants
14 as non-exempt employees in California during the PAGA Period (“Pay Periods”). Accordingly, the
15 Escalator Clause in the Settlement Agreement was triggered by 11.576% and the Gross Settlement
16 Amount increased by \$31,139.26.

17 12. The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
18 Complaint for a non-reversionary escalated Gross Settlement Amount of Three Hundred Thousand
19 One Hundred Thirty-Nine Dollars and Twenty-Six Cents (\$300,139.26), which is exclusive of
20 employer-side payroll taxes. The escalated Gross Settlement Amount includes: (1) Class Counsel’s
21 fees in the amount of thirty-five percent (35%) of the escalated Gross Settlement Amount, equaling
22 One Hundred Five Thousand Forty-Eight Dollars and Seventy-Four Cents (\$105,048.74); (2) Class
23 Counsel’s actual litigation costs and expenses, in the amount of Twenty-Four Thousand Eight Hundred
24 Fifty Two Dollars and Three Cents (\$24,852.03); (3) Settlement Administration Costs in the amount
25 of Six Thousand Seven Hundred Fifty Dollars and Zero Cents (\$6,750.00); (4) Enhancement Payment
26 in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00); and (5) PAGA Amount in the
27 amount of Ten Thousand Dollars and Zero Cents (\$10,000.00). After the above Court-approved
28 amounts are deducted from the escalated Gross Settlement Amount, the Settlement Class Members

will share in a Net Settlement Amount of approximately One Hundred Forty-Eight Thousand Four Hundred Eighty-Eight Dollars and Forty-Nine Cents (\$148,488.49).

13. The Settlement does not require Settlement Class Members to submit claims as a prerequisite to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) nor does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro rata* share of thirty-five percent (35%) of the PAGA Amount (“Individual PAGA Payment”). Individual Settlement Shares are calculated by the Settlement Administrator by dividing the Net Settlement Amount by the total number of Workweeks of all Settlement Class Members to yield the “Final Workweek Value,” and multiplying each Settlement Class Member’s individual Workweeks by the Final Workweek Value to yield each Settlement Class Member’s final Individual Settlement Share. Individual PAGA Payments are calculated by the Settlement Administrator by dividing the amount of the PAGA Employees’ thirty-five percent (35%) share of PAGA Amount (\$3,500.00) by the Pay Periods worked by all PAGA Employees to yield the “Pay Period Value,” and multiplying each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

14. I am aware from my review of the information provided by the Settlement Administrator that the estimated average gross Individual Settlement Share is \$1,411.64, the estimated highest gross Individual Settlement Share is \$4,555.15, and the estimated lowest gross Individual Settlement Share is \$4.66; the estimated average Individual PAGA Payment is \$50.00, the estimated highest Individual PAGA Payment is \$101.78, and the estimated lowest Individual PAGA Payment is \$1.64.

15. Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their net payment of their Individual Settlement Share (“Individual Settlement

1 Payment”). The employers’ share of taxes and contributions in connection with the wages portion of
2 Individual Settlement Shares will be paid by Defendants separately and in addition to the escalated
3 Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent
4 (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement
5 Administrator.

6 16. Each Individual Settlement Payment and Individual PAGA Payment check will be
7 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
8 issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be
9 distributed by the Settlement Administrator to the State of California’s Unclaimed Property Division
10 in the name of the Settlement Class Member and/or PAGA Employee at issue.

11 **Notice to the LWDA**

12 17. On January 9, 2026, Class Counsel submitted a copy of the Settlement Agreement to
13 the LWDA through its online submission portal in compliance with California Labor Code §
14 2699(s)(2). The LWDA has not objected or otherwise responded to the submission.

15 **The Settlement Is Fair and Reasonable**

16 ***Discovery and Informed Arms-Length Negotiations***

17 18. The Parties’ settlement negotiations were at all times made at arm’s-length and were
18 adversarial. The Settlement was reached following a full day of mediation with a highly respected
19 mediator with substantial experience mediating wage and hour cases, and Plaintiff engaged in
20 additional negotiations in order to finalize the long-form agreement presently before the Court.

21 19. The Parties engaged in extensive formal and informal discovery prior to reaching a
22 settlement. Prior to mediation, Defendants produced a random sampling of putative class members’
23 time and pay records, and information regarding the total number of putative class members, the
24 number of current versus former employees, the total workweeks worked by the putative class
25 members, and the average rate of pay for the putative class members. This allowed Class Counsel to
26 conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the
27 potential class-wide damages.

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1 20. Based on the information exchanged, the Parties extensively briefed issues regarding
2 class certification and liability and provided their analyses to the Mediator who helped the Parties
3 debate the strengths and weakness of their respective positions. At all times, Plaintiff was willing and
4 prepared to litigate this matter through class certification and trial if the Parties had been unable to
5 reach a favorable resolution. Additionally, settlement negotiations were conducted by highly capable
6 and experienced counsel. Class Counsel are respected members of the California State Bar with strong
7 records of vigorous and effective advocacy and are experienced in handling complex wage and hour
8 class action litigation. Accordingly, Class Counsel had sufficient information and experience to act
9 intelligently in negotiating the Settlement.

10 21. Although the investigation and information discovered supports Plaintiff's contentions,
11 Defendants raised potential defenses and other circumstances that impacted the risk of proceeding on
12 a class-wide basis. Consideration of these risks factored into the decision to enter the Settlement.

13 22. Class Counsel is aware of Defendants' defenses and arguments and has also taken into
14 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
15 inherent in such litigation, including those involved in class and/or representative adjudication.
16 Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted
17 in the Action, Defendants' defenses, and the difficulties in establishing entitlement to monetary
18 recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations
19 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

20 23. Defendants denied and continue to deny any liability and wrongdoing of any kind
21 associated with the claims alleged in the Action, and further deny that class certification is appropriate
22 for any purpose other than the Settlement. Defendants believe that they would ultimately prevail in
23 the Action. Defendants proffered defenses to both certification and to the merits of Plaintiff's claims.
24 Defendants contended that Plaintiff's claims are not suitable for class certification because individual
25 issues would predominate should this case go to trial. As with all class actions, these complex cases
26 raise difficult management and proof issues and, accordingly, there is a significant risk that the Court
27 may deny class certification.

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1 24. Class Counsel also recognized that, even if Plaintiff prevailed at class certification,
2 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
3 extremely uncertain proposition. In order to prove liability and damages, Class Counsel would need
4 to request and analyze thousands of pages of documents, obtain the Class Members' contact
5 information, contact them, and obtain declarations at great expense. Obtaining the cooperation of
6 current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit
7 against a current employer. On the other hand, Defendants would likely be able to obtain the
8 cooperation of their employees. Moreover, even if Plaintiff prevailed at class certification and trial,
9 possible appeals would substantially delay any recovery by the Class.

10 25. Therefore, Class Counsel submits that the Settlement is fair, reasonable, and adequate.
11 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of
12 California, and is within the accepted range of recoveries for this type of litigation given the inherent
13 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
14 litigation.

15 ***Attorneys' Fees and Costs***

16 26. Class Counsel seeks thirty-five (35%) of the escalated Gross Settlement Amount (i.e.,
17 \$105,048.74) for fees for the time spent litigating this matter and reimbursement of actual costs and
18 expenses totaling Twenty-Four Thousand Eight Hundred Fifty-Two Dollars and Three Cents
19 (\$24,852.03). The requested fees and costs are fair compensation for undertaking complex, risky,
20 expensive, and time-consuming litigation on a contingent fee basis, especially in light of the
21 substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's requested fee
22 award is summarily addressed as follows but is more fully discussed in Plaintiff's Motion for Final
23 Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment,
24 and Settlement Administration Costs ("Motion for Final Approval") filed concurrently herewith.

25 27. The effectiveness of Blackstone Law, APC's ("Blackstone") prosecution of this matter
26 has translated into tangible monetary benefits for the Settlement Class Members, the State of
27 California, and the PAGA Employees as follows: (1) Settlement Class Members, the State of
28 California, and the PAGA Employees will obtain monetary recovery over a relatively short period of

1 time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed
2 result that compares favorably with other similar class action settlements of this type, given the
3 strengths and weaknesses of the Action; and (3) significant savings in Class Counsel's fees and/or
4 costs that would have only increased significantly had the Action progressed through trial and/or
5 appeals.

6 28. In the present case, Class Counsel has borne all of the risks and costs of litigation and
7 will not receive any compensation until recovery is obtained. Class Counsel had to consider its
8 workload during this litigation when considering taking on additional work that was available, and
9 which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class
10 Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a
11 favorable result for the Class, the State of California, and the PAGA Employees. Considering the
12 amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling
13 similar matters, Plaintiff maintains that the requested attorneys' fees of thirty-five percent (35%) of
14 the escalated Gross Settlement Amount (i.e., \$105,048.74) are reasonable and should be awarded.

15 29. Blackstone was started in February 2018, representing plaintiffs in individual and
16 representative employment litigation. The firm has grown exponentially over the past eight-plus years,
17 now maintaining over thirty highly pedigreed attorneys working on almost exclusively labor and
18 employment class actions, PAGA cases, and individual matters, with roughly 15% of the firm focused
19 on other complex general litigation matters. Blackstone has been counsel of record on several class
20 and PAGA actions that have since been resolved, the most recent of which are attached hereto as
21 **Exhibit 3**. The attorneys who worked on this case are all experienced in litigating wage and hour
22 matters as follows:

23 a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from
24 Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During
25 law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in
26 various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an
27 associate and remained employed there from September 2008 through August 2015. During his
28 tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from

1 employment, corporate, entertainment, and general business litigation matters, though his primary area
2 of expertise was employment, both single plaintiff and representative actions. On the vast majority of
3 those cases, he was the only or primary attorney managing the case and thus obtained extensive
4 experience. In that capacity, he conducted wage and hour and wrongful termination labor and
5 employment intakes; was the primary contact for all clients; took and defended hundreds (if not
6 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
7 motions and pleadings, including dispositive and certification motions; strategized on all cases;
8 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
9 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
10 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
11 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
12 the cases he managed were highly publicized, with articles written about them in the Los Angeles
13 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
14 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,295,
15 which is well within the prevailing rate for attorneys with his experience in this area of practice in
16 Southern California.

17 b. Miriam L. Schimmel is a 29-year litigator who worked on this case in the early stages
18 of litigation. Ms. Schimmel joined Blackstone in June 2022, following ten years of working with two
19 well-known plaintiff-side wage and hour law firms in Los Angeles. She obtained her Bachelor of Arts
20 degree in Political Science from the University of California at Los Angeles in 1992. Thereafter, she
21 received her law degree from Loyola Law School in 1996 and was admitted to the California State
22 Bar in December 1996. Since her admission to the Bar, she has devoted her practice to a wide variety
23 of litigation matters on both the plaintiff and defense side, including general business, toxic tort,
24 medical device, and pharmaceutical matters. Since 2010, her practice has been devoted almost entirely
25 to employment litigation consisting of wage and hour class actions and representative actions pursuant
26 to PAGA, as well as individual actions based on violations of the Fair Employment and Housing Act
27 (“FEHA”). Approximately 75% of her work in this regard has been on behalf of employees
28 (plaintiffs), while the remaining 25% was on behalf of employers/businesses. On many of those cases,

1 she was the senior lead attorney managing the litigation and overseeing other attorneys. In that
2 capacity, she obtained extensive experience analyzing potential wage and hour and wrongful
3 termination claims for viability; took and defended hundreds of depositions; propounded and
4 responded to discovery; prepared and opposed a wide variety of motions and pleadings, including
5 dispositive and certification motions, as well as settlement approval motions; strategized on all cases;
6 participated in and directed communication with class members; attended hearings; led and
7 participated in mediations; coordinated with class action administrators; prepared and worked with
8 experts; and engaged in all other related aspects of litigation in state, federal, complex, and appellate
9 courts. Her billable rate is \$1,075, which is well within the prevailing rate for attorneys with her
10 experience in this area of practice in Southern California.

11 c. Sage S. Stone is a Senior Trial Attorney and Team Lead at Blackstone. He received
12 his law degree from University of Texas School of Law and was admitted to the California State Bar
13 in 2015. Mr. Stone has ten years of litigation experience, including six years of experience in wage
14 and hour class and representative action work. Before working at Blackstone, he worked at a large,
15 international employment defense firm, where he managed cases for Fortune 500 companies. Most
16 recently, he earned the accolade of Best Lawyers: Ones to Watch in America for Labor and
17 Employment Law. His billable rate of \$850 is reasonable based on his experience and is in line with
18 the market rate.

19 d. Zachary T. Gershman is a highly skilled litigator who joined Blackstone from a
20 reputable plaintiff-side employment law firm. He has been certified as class counsel in over twenty-
21 five different class and PAGA representative actions. Mr. Gershman graduated from the University
22 of Southern California Gould School of Law in May of 2019, where he was an Executive Senior Editor
23 of the Southern California Law Review. He received his Bachelor of Arts degree in Political Science
24 from the University of Connecticut in 2015. Mr. Gershman has been admitted to the California State
25 Bar since December 2019. His billable rate of \$750 is reasonable based on his experience and is in
26 line with the market rate.

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1 e. Alexandra Rose joined Blackstone from a highly reputable employment law firm.
2 Alexandra Rose graduated from the University of California, Los Angeles with a Bachelor of Arts
3 degree in 2016 and from New England Law | Boston with a Juris Doctor degree in 2019. Ms. Rose
4 was admitted to the State Bar of California in December of 2019 and the State Bars of New York and
5 New Jersey in 2023. Ms. Rose is additionally licensed in all federal district courts of California. Ms.
6 Rose manages the post-settlement department at Blackstone. In that capacity, Ms. Rose oversees and
7 handles over 100 wage-and-hour putative class actions and/or representative actions under PAGA that
8 are in settlement. Her billable rate of \$750 is reasonable based on her experience and is in line with
9 the market rate.

10 f. Jared C. Osborne joined Blackstone also from a highly reputable employment law firm.
11 He graduated from New York University with a Bachelor of Arts degree in 2009 and from University
12 of Southern California Gould School of Law (USC) with a Juris Doctor degree in 2020. While at
13 USC, he was an Executive Senior Editor on the Southern California Law Review and graduated in the
14 top 10% of his class. He was admitted to the State Bar of California in February 2021. Since his
15 admittance, he has worked exclusively as a Plaintiff's side employment attorney handling both
16 individual and class action cases. He was most recently recognized as a 2025 Southern California
17 Rising Star by Super Lawyers. His hourly rate of \$675 is reasonable based on his education and
18 experience and is in line with the market rate.

19 g. I am an Associate Attorney at Blackstone, where I focus on representing employees in
20 wage and hour class action and PAGA representative matters. I joined Blackstone from a highly
21 reputable employment law firm. I graduated from the University of Oregon with a Bachelor of Science
22 degree in 2015 and from Lewis & Clark Law School (Lewis & Clark) with a Juris Doctor degree in
23 2018. While at Lewis & Clark, I served as an Associate Editor for the Environmental Law Review.
24 Further, I was admitted to practice law in Oregon in 2018 and in California in 2025. Since 2019, I
25 have focused my practice exclusively on employment law, representing clients in individual, class
26 action, and PAGA matters. My billable rate of \$675 is reasonable based on my experience and is in
27 line with the market rate.

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30. Class Counsel has spent approximately 181.30 total hours litigating this matter. To date, our total fees incurred amount to \$159,691. Each attorney who worked on this matter engaged in a multitude of tasks, including communicating with the client and defense counsel; investigating the facts and researching applicable legal issues; drafting pleadings, formal and informal discovery requests, and joint statements; reviewing documents; preparing for and attending mediation; and facilitating the settlement by drafting the settlement documents and motion papers for obtaining settlement approval. One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. Wage and hour work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind of class action work requires specialized learning and the willingness to take large risks. A summary of Class Counsel's lodestar for each attorney who worked on this case is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	25.80	\$1,295	\$33,411
Miriam L. Schimmel	Senior Counsel	15.60	\$1,075	\$16,770
Sage S. Stone	Senior Counsel	67.30	\$850	\$57,205
Zachary T. Gershman	Senior Associate	26.40	\$750	\$19,800
Alexandra Rose	Senior Associate	17.60	\$750	\$13,200
Jared C. Osborne	Senior Associate	13.20	\$675	\$8,910
Lizeth Marin	Associate	15.40	\$675	\$10,395

31. We expect to spend an additional 10 hours (\$6,750) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our client, and Class Members. Based thereon, the total amount of Class Counsel's fees through closure of this case are estimated to be approximately \$166,441.

32. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00). Class Counsel seeks reimbursement of a total of Twenty-Four Thousand Eight Hundred Fifty-Two Dollars and Three Cents (\$24,852.03) in litigation costs and expenses. A true and correct itemized list of Blackstone's litigation costs and expenses is attached hereto as **Exhibit 4**. This amount was reasonable and necessary in the prosecution of this matter.

33. The requested award of Attorneys' Fees and Costs was included and set forth clearly in the Class Notice provided to the Class Members.

Enhancement Payment

34. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Enhancement Payment in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff. The requested Enhancement Payment is eminently reasonable given the time and effort Plaintiff spent on this matter, and the benefit to the other Class Members as a result of Plaintiff's actions. Enhancement awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher. The Declaration of Plaintiff Victoria Esquivel submitted herewith details her work and efforts in bringing and litigating this matter through resolution and supports the requested Enhancement Payment. The requested Enhancement Payment was also disclosed in the Class Notice provided to the Class Members.

Settlement Administration Costs

35. The Settlement Agreement provides for Settlement Administration Costs not to exceed Five Thousand Five Hundred Dollars and Zero Cents (\$5,550.00). This amount, however, did not account for Spanish translation of the Class Notice. At the preliminary approval hearing, the Court directed that the Class Notice also be mailed in Spanish. As a result, ILYM Group, Inc., the approved

1 Settlement Administrator, provided Class Counsel with a revised quote of Six Thousand Seven
2 Hundred Fifty Dollars and Zero Cents (\$6,750.00) – an increase attributable solely to the cost of
3 translating the Class Notice into Spanish.

4 ***Allocation to the LWDA***

5 36. As part of the Settlement, Defendants have agreed to pay Ten Thousand Dollars and
6 Zero Cents (\$10,000.00) to settle the claims of the PAGA Employees brought pursuant to PAGA, of
7 which the payment of Six Thousand Five Hundred Dollars and Zero Cents (\$6,500.00) (65% of the
8 PAGA Amount) will be paid to the LWDA for education and enforcement purposes.

9 37. It is extremely common in approved wage and hour class action cases that settle that
10 only a small portion of the total settlement is paid to PAGA penalties “in order to maximize payments
11 to class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
12 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
13 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
14 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
15 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
16 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012
17 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA
18 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
19 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
20 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
21 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
22 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here,
23 in these approved settlements, the parties generally maximized statutory penalties and minimized
24 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
25 California Labor Code violations.

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Notice to the Class

38. The Class Notice approved by the Court met the requirements for proper notice of settlement to a class: it identified the Parties and described the Action, the Class, the escalated Gross Settlement Amount, the proposed method for distribution of the escalated Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payment to Plaintiff, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys' Fees and Costs to Class Counsel. The Class Notice described the proposed Settlement with enough specificity to allow each Class Member to make an informed choice whether to accept and participate in it. It also explained how and when Class Members may object to or opt out of the Class Settlement. Finally, the Class Notice provided the date and time of the hearing on final approval of the Settlement and informed Class Members how to obtain additional information about the Settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 22, 2026, at Sandy, Oregon.

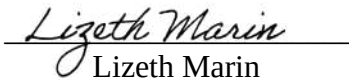

Lizeth Marin

EXHIBIT 1

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Victoria Esquivel
4 (“Plaintiff” or “Class Representative”), individually, and on behalf of all others similarly situated and
5 on behalf of the State of California with respect to aggrieved employees, and Defendants Hamlet
6 Karapetian, DMD, Inc. dba Friendly Smiles Dental Group and Hamlet Karapetian Dental Corp.
7 (together, “Defendants”) (collectively, Plaintiff and Defendants are referred to as “Parties” and
8 individually as “Party”).

9 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as
10 defined herein), the State of California as to the employment of PAGA Employees (as defined herein),
11 and Defendants, subject to the terms and conditions hereof and the approval of the Court.

12 **RECITALS**

13 1. On June 19, 2024, Plaintiff provided written notice to the Labor and Workforce
14 Development Agency (“LWDA”) by online submission and to Defendants by U.S. Certified Mail,
15 pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor
16 Code alleged to have been violated by Defendants (“PAGA Letter”).

17 2. On June 26, 2024, Plaintiff filed a Class Action Complaint in the action entitled
18 *Victoria Esquivel v. Hamlet Karapetian, DMD, Inc. dba Friendly Smiles Dental Group; Hamlet*
19 *Karapetian Dental Corp.*, Santa Barbara County Superior Court Case No. 24CV03582 (“Action”),
20 thereby commencing a putative class action against Defendants.

21 3. On October 22, 2025, Plaintiff filed a First Amended Class and Representative Action
22 Complaint (“Operative Complaint”) in the Action, which added a cause of action under the Private
23 Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”)

24 4. The Operative Complaint alleges eleven (11) causes of action for violations of the
25 California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to
26 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
27 rest periods and premium payments in lieu thereof, failure to timely pay wages during employment,
28 failure to provide compliant wage statements, failure to timely pay wages upon termination, failure to

1 reimburse necessary business expenses, and failure to comply with requests to inspect records, for
2 violations of California Business & Professions Code Section 17200, *et seq.* based on the
3 aforementioned California Labor Code violations, and for civil penalties under PAGA based on the
4 aforementioned California Labor Code violations.

5 5. Defendants deny all material allegations set forth in the Action and have asserted
6 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
7 Defendants desire to fully and finally settle the Action, Released Class Claims (as defined herein), and
8 Released PAGA Claims (as defined herein).

9 6. Class Counsel diligently investigated the class and PAGA claims against Defendants,
10 including any and all applicable defenses and the applicable law. The investigation included, *inter*
11 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
12 The Parties have engaged in sufficient formal and informal discovery and investigation to assess the
13 relative merits of the claims and contentions of the Parties.

14 7. On September 3, 2025, the Parties participated in mediation with Kevin Barnes, Esq.
15 (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of
16 the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’
17 settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed
18 and detailed analysis of Defendants’ potential liability and exposure in relation to the costs and risks
19 associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class
20 Counsel believes that the settlement with Defendants for the consideration and on the terms set forth
21 in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
22 Members, State of California, and PAGA Employees in light of all known facts and circumstances,
23 including the risk of significant delay and uncertainty associated with litigation and various defenses
24 asserted by Defendants.

25 8. The Parties expressly acknowledge that this Settlement Agreement is entered into
26 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
27 admission of liability or wrongdoing by Defendants. If for any reason this Settlement Agreement is
28 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective

positions.

DEFINITIONS

9. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 12.

b. “Class” or “Class Member(s)” means all current and former non-exempt employees who worked for Defendants in the State of California at any time during the Class Period.

c. “Class Counsel” means Jonathan M. Genish, Sage S. Stone, Zachary T. Gershman, Alexandra Rose, and Lizeth Marin of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. “Class List” means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendants during the Class Period; and (5) such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods.

e. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached hereto as “**Exhibit A**.”

f. “Class Period” means the period from June 26, 2020 through November 2, 2025.

g. “Class Settlement” means the settlement and resolution of all Released Class Claims.

h. “Court” means the Superior Court of the State of California for the County of Santa Barbara.

i. “Defendants’ Counsel” means Kathryn M. Eppright and Michaela R. Cotton of Andre, Morris & Buttery.

j. “Dispute” means a letter submitted by a Class Member disputing the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to the Class Member and what the Class Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

k. “Effective Date” means the date when the Settlement Agreement becomes final, which is the date of entry of the Final Approval Order and Judgment, unless there is an appeal. If there is an appeal, the Effective Date will be the date on which (a) all such appeals have been dismissed; or (b) the appropriate Court of Appeals has entered a final judgment affirming the Final Approval Order and Judgment, which (i) is no longer subject to any further appellate challenge, or (ii) has been affirmed by the California Supreme Court, whichever is earlier.

l. “Employer Taxes” means the employers’ share of taxes and contributions in connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendants in addition to the Gross Settlement Amount.

m. “Enhancement Payment” means the amount to be paid to Plaintiff, in recognition of her effort and work in prosecuting the Action on behalf of Class Members and PAGA Employees, and general release of claims, as set forth in Paragraph 13.

n. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

o. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

p. “Final Approval Order and Judgment” means the order granting final approval of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

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1 q. “Gross Settlement Amount” means the amount of Two Hundred Sixty-Nine
2 Thousand Dollars and Zero Cents (\$269,000.00) to be paid by Defendants in full satisfaction of the
3 Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and
4 Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement
5 Amount to be paid to the Settlement Class Members. Defendants shall pay the Employer Taxes
6 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
7 reversionary; no portion of the Gross Settlement Payment will return to Defendants. The Gross
8 Settlement Amount is subject to increase, as provided in Paragraph 16.

9 r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
10 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
11 calculated in accordance with Paragraph 18.

12 s. “Individual Settlement Payment” means the net payment of each Settlement
13 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
14 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
15 Paragraph 19.

16 t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
17 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
18 in accordance with Paragraph 17.

19 u. “LWDA Payment” means the amount of Six Thousand Five Hundred Dollars
20 and Zero Cents (\$6,500.00), i.e., 65% of the PAGA Amount, that the Parties have agreed to pay to the
21 LWDA under the PAGA Settlement, as set forth in Paragraph 14.

22 v. “Net Settlement Amount” means the portion of the Gross Settlement Amount
23 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
24 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and
25 Settlement Administration Costs.

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1 w. “Notice of Objection” means a Settlement Class Member’s written objection to
2 the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the
3 objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s
4 Social Security number; (c) contain a written statement of all grounds for the objection accompanied
5 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents
6 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the
7 specified address, postmarked on or before the Response Deadline.

8 x. “PAGA Amount” means the allocation of Ten Thousand Dollars and Zero
9 Cents (\$10,000.00) from the Gross Settlement Amount for the PAGA Settlement. Sixty-five percent
10 (65%) of the PAGA Amount, or \$6,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and
11 the remaining thirty-five percent (35%), or \$3,500.00, will be distributed to the PAGA Employees
12 (i.e., the PAGA Employee Amount).

13 y. “PAGA Employee(s)” means all current and former non-exempt employees
14 who worked for Defendants in the State of California at any time during the PAGA Period.

15 z. “PAGA Employee Amount” means the amount of Three Thousand Five
16 Hundred Dollars and Zero Cents (\$3,500.00), i.e., 35% of the PAGA Amount, to be distributed to
17 PAGA Employees on a *pro rata* basis based on their Pay Periods.

18 aa. “PAGA Period” means the period from June 19, 2023 through November 2,
19 2025.

20 bb. “PAGA Settlement” means the settlement and resolution of all Released PAGA
21 Claims.

22 cc. “Pay Periods” means the number of pay periods each PAGA Employee worked
23 for Defendants as a non-exempt employee in California during the PAGA Period. Pay Periods will be
24 calculated by the Settlement Administrator.

25 dd. “Preliminary Approval” means the date on which the Court enters the
26 Preliminary Approval Order.

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1 ee. “Preliminary Approval Order” means the order granting preliminary approval
2 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
3 the Court.

4 ff. “Released Class Claims” means any and all claims as pled in the Operative
5 Complaint that occurred during the Class Period, including claims for (1) Violation of Cal. Labor Code
6 §§ 1194, 1197, and 1197.1 (Minimum Wages); (2) Violation of Cal. Labor Code §§ 510 and 1198
7 (Unpaid Overtime); (3) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Meal Break Violations);
8 (4) Violation of Cal. Labor Code § 226.7 (Rest Break Violations); (5) Violation of Cal. Labor Code
9 §§ 204 and 210 (Wages Not Timely Paid During Employment); (6) Violation of Cal. Labor Code §
10 226(a) (Wage Statement Violations); (7) Violation of Cal. Labor Code §§ 201, 202, and 203 (Untimely
11 Final Wages); (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary
12 Business Expenses); (9) Violation of Cal. Business & Professions Code § 17200 *et seq*; and (10)
13 Violation of Cal. Labor Code §§ 226 and 1198.5 (Failure to Comply with Requests to Inspect Records)
14 based on the allegations in the Operative Complaint, any and all wage and hour claims that were
15 asserted or could have been asserted in the Operative Complaint for unpaid wages, economic damages,
16 non-economic damages, any other damages, civil or statutory penalties (excluding PAGA penalties),
17 waiting time penalties, liquidated damages, and all other associated damages and/or penalties,
18 including claims under California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, and
19 2802, all applicable IWC Wage Orders, and Business and Professions Code section 17200 *et seq*.

20 gg. “Released PAGA Claims” means any and all claims for civil penalties under
21 PAGA as pled in the PAGA Letter and Operative Complaint for violation of California Labor Code
22 section 2698, *et seq*. based on the allegations in the PAGA Letter and Operative Complaint, as well as
23 any and all PAGA claims that were asserted or could have been asserted based on the factual
24 allegations contained in the Operative Complaint and PAGA Letter, through the PAGA Period,
25 including in violation of California Labor Code section 2698, California Labor Code sections 201,
26 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 558(a)(1)(2), 1994, 1197, 1197.1, 1198, 2800, and
27 2802, and all applicable IWC Wage Orders.

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1 hh. “Released Parties” means Defendants, their corporate parent, if any, and
2 Defendants’ respective and collective owners, agents, attorneys, insurers, past, present, and future
3 divisions, affiliates, DBAs (if any), predecessors, successors, shareholders, officers, directors,
4 managers, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees,
5 executors, partners, parents, subsidiaries, managed service providers, any and all locations where Class
6 Members and PAGA Employees performed work for Defendants as non-exempt employees during
7 the Class Period and PAGA Period, any and all entities that operate those facilities, any and all alleged
8 joint employers, privies, and/or any and all persons and/or corporate entities acting by, through, under,
9 or in concert with any of them, including any and all alleged joint employers.

10 ii. “Request for Exclusion” means a letter submitted by a Class Member indicating
11 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
12 of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and
13 last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class
14 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
15 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

16 jj. “Response Deadline” means the deadline by which Class Members must submit
17 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five
18 (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to
19 Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response
20 Deadline will be extended to the next day on which the United States Postal service is open. The
21 Response Deadline may also be extended by express agreement between Class Counsel and
22 Defendants’ Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response
23 Deadline for that Class Member shall be extended fifteen (15) calendar days from the original
24 Response Deadline.

25 kk. “Settlement Administrator” means ILYM Group, Inc., or any other third-party
26 class action settlement administrator agreed to by the Parties and approved by the Court for purposes
27 of administering the Settlement. The Parties and their counsel each represent that they do not have
28 any financial interest in the Settlement Administrator or otherwise have a relationship with the

Settlement Administrator that could create a conflict of interest.

ll. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in Paragraph 15.

mm. “Settlement Class” or “Settlement Class Member(s)” means all Class Members who do not submit a timely and valid Request for Exclusion.

nn. “Workweeks” means the number of weeks each Class Member worked for Defendants as a non-exempt employee in California during the Class Period. Workweeks will be calculated by the Settlement Administrator.

CLASS CERTIFICATION

10. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

11. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties’ stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

TERMS OF THE AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

12. Attorneys’ Fees and Costs. Defendants agree not to oppose or impede any application or motion by Class Counsel for attorneys’ fees in the amount up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$94,150.00 if the Gross Settlement Amount is \$269,000.00) and reimbursement of actual costs and expenses associated with Class Counsel’s litigation and settlement of the Action, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of

the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

13. Enhancement Payment. Defendants agree not to oppose or impede any application or motion by Plaintiff for an Enhancement Payment in the amount up to Five Thousand Dollars and Zero Cents (\$5,000.00). The Enhancement Payment, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to any other payments Plaintiff is entitled to under the Settlement. Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) shall be allocated from the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which sixty-five percent (65%), or \$6,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and thirty-five percent (35%), or \$3,500.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the Individual PAGA Payments).

15. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Five Thousand Five Hundred Fifty Dollars and Zero Cents

1 (\$5,550.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court
2 approval, will include, *inter alia*, printing, distributing, and tracking Class Notices and other
3 documents for the Settlement, calculating and distributing payments due under the Settlement, issuing
4 of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances,
5 providing necessary reports and declarations, and other duties and responsibilities set forth herein to
6 process the Settlement, and as requested by the Parties. To the extent the actual Settlement
7 Administrator's costs are greater than the estimated amount stated herein, such excess amount will be
8 deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the
9 estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required
10 to fulfill payment to the Settlement Administrator to undertake the required settlement administration
11 duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class
12 Members.

13 16. Escalator Clause. Defendants have represented that the Class Members worked a total
14 of 6,980 workweeks during the period from June 26, 2020 through September 3, 2025. If it is
15 determined by the Settlement Administrator that the total number of Workweeks worked by the Class
16 Members during the Class Period actually exceeds 6,980 by more than 10% (i.e., if the Workweeks
17 exceed 7,678), then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the
18 percentage increase in the number of Workweeks worked by the Class Members above 10%. For
19 example, if the number of Workweeks increases by 11% to 7,748 Workweeks, then the Gross
20 Settlement Amount will increase by 1%.

21 17. Individual Settlement Share Calculations. Individual Settlement Shares will be
22 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
23 Workweeks, as follows:

24 a. After Preliminary Approval, the Settlement Administrator will divide the Net
25 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek
26 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value
27 to yield each Class Member's estimated Individual Settlement Share that the Class Member may be
28 entitled to receive under the Class Settlement.

1 b. After Final Approval, the Settlement Administrator will divide the final Net
2 Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek
3 Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek
4 Value to yield each Settlement Class Member’s final Individual Settlement Share.

5 18. Individual PAGA Payment Calculations. Individual PAGA Payments will be
6 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees’
7 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee
8 Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the
9 “Pay Period Value,” and multiply each PAGA Employee’s individual Pay Periods by the Pay Period
10 Value to yield each PAGA Employee’s Individual PAGA Payment.

11 19. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
12 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty
13 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be
14 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages
15 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement
16 Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages
17 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
18 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes
19 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross
20 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
21 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

22 20. Administration of Taxes by the Settlement Administrator. The Settlement
23 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA
24 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
25 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
26 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
27 taxes and other legally required withholdings to the appropriate government authorities.

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1 21. Tax Liability. Plaintiff, Class Counsel, Defendants, and Defendants' Counsel do not
2 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
3 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
4 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
5 by Defendants, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement
6 Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class
7 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
8 assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class
9 Members, and PAGA Employees should consult with their tax advisors concerning the tax
10 consequences of any payment they receive under the Settlement.

11 22. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
12 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
13 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
14 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
15 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
16 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
17 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
18 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
19 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
20 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
21 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
22 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
23 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
24 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
25 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
26 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
27 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
28 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION

1 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S
2 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
3 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
4 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
5 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

6 23. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
7 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
8 are issued to the payee. It is expressly understood and agreed that payments made under this
9 Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee
10 to additional compensation or benefits under any new or additional compensation or benefits, or any
11 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
12 nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased
13 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
14 any contrary language or agreement in any benefit or compensation plan document that might have
15 been in effect during the Class Period).

16 24. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
17 Plaintiff will obtain a hearing date from the Court for Plaintiff’s motion for preliminary approval of
18 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement
19 Agreement to the Court in support of said motion. Class Counsel will provide Defendants’ Counsel a
20 draft of the preliminary approval motion before filing it with the Court. Defendants agree not to
21 oppose the motion for preliminary approval of the Settlement consistent with this Settlement
22 Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval
23 Order seeking the following:

- 24 a. Conditionally certifying the Class for settlement purposes only;
- 25 b. Granting Preliminary Approval of the Settlement;
- 26 c. Preliminarily appointing Plaintiff as the representative of the Class;
- 27 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 28 e. Approving as to form and content, the mutually-agreed upon and proposed

1 Class Notice and directing its mailing by First Class U.S. Mail;

2 f. Approving the manner and method for Class Members to request exclusion
3 from or object to the Class Settlement as contained herein and within the Class Notice; and

4 g. Scheduling a Final Approval Hearing at which the Court will determine whether
5 Final Approval of the Settlement should be granted.

6 25. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
7 Class Counsel shall notify the LWDA of the Settlement.

8 26. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,
9 Defendants will provide the Class List to the Settlement Administrator.

10 27. Notice by First-Class U.S. Mail.

11 a. Within seven (7) calendar days after receiving the Class List from Defendants,
12 the Settlement Administrator will perform a search based on the National Change of Address Database
13 or any other similar services available, such as provided by Experian, for information to update and
14 correct for any known or identifiable address changes, and will mail a Class Notice (in the form
15 attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail,
16 using the most current, known mailing addresses identified by the Settlement Administrator.

17 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
18 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
19 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
20 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
21 attempt to determine the correct address using a skip-trace or other search, using the name, address,
22 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
23 calendar days.

24 c. Compliance with the procedures described herein above shall constitute due and
25 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
26 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendants' Counsel to
27 provide notice of the Settlement.

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1 28. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an
2 opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to
3 them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the
4 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
5 postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute
6 has been timely submitted. Absent evidence rebutting the accuracy of Defendants' records and data
7 as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class
8 Member, Defendants' records will be presumed to be correct and determinative of the dispute.
9 However, if a Class Member produces information and/or documents to the contrary, the Settlement
10 Administrator will evaluate the materials submitted by the Class Member and the Settlement
11 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
12 the disputing Class Member should be credited with under the Settlement. The Settlement
13 Administrator's decision on such disputes will be final and non-appealable.

14 29. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
15 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
16 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
17 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
18 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
19 Counsel and Defendants' Counsel the number of timely and valid Requests for Exclusion that are
20 submitted, and also identify the individuals who have submitted a timely and valid Request for
21 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
22 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
23 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
24 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
25 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
26 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
27 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
28 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining

1 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
2 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
3 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
4 submit a Request for Exclusion.

5 30. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
6 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
7 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
8 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
9 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendants'
10 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
11 and complete and which were not), and also attach them to a declaration that is to be filed with the
12 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
13 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
14 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
15 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
16 whether they have submitted a Notice of Objection.

17 31. Reports by the Settlement Administrator. The Settlement Administrator shall provide
18 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
19 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of
20 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class
21 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will
22 provide to counsel for the Parties any updated reports regarding the administration of the Settlement
23 Agreement as needed or requested, and immediately notify the Parties when it receives a request from
24 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a
25 Dispute.

26 32. Defendants' Right to Rescind. If more than ten percent (10%) of the Class Members
27 submit timely and valid Requests for Exclusion, Defendants may elect to rescind the Settlement
28 Agreement. Defendants must exercise this right of rescission in writing that is provided to Class

Counsel within seven (7) calendar days of the Settlement Administrator notifying the Parties of the number of Class Members who have submitted timely and valid Requests for Exclusion following the Response Deadline. If Defendants exercise this option, Defendants shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to that date.

33. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

34. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for: (a) Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendants' Counsel a draft of the final approval motion before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial part, the following:

a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Certification of the Settlement Class;

c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

d. Approval of the application for Enhancement Payment to Plaintiff;

e. Directing Defendants to fund all amounts due under the Settlement Agreement and ordered by the Court; and

f. Entering judgment in the Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

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1 35. Funding of the Gross Settlement Amount. No later than thirty (30) calendar days after
2 the Effective Date, Defendants will deposit the Gross Settlement Amount into a Qualified Settlement
3 Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established
4 by the Settlement Administrator. Defendants shall provide all information necessary for the
5 Settlement Administrator to calculate necessary payroll taxes including their official name, 8-digit
6 state unemployment insurance tax ID number, and other information requested by the Settlement
7 Administrator, no later than thirty (30) calendar days after the Effective Date.

8 36. Distribution of the Gross Settlement Amount. Within five (5) business days of the
9 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
10 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,
11 LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys’ Fees and Costs to Class
12 Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set
13 aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and
14 timely forward these to the appropriate government authorities.

15 37. Settlement Checks. The Settlement Administrator will be responsible for undertaking
16 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
17 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
18 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
19 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
20 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
21 Members and PAGA Employees are not required to submit a claim to be issued an Individual
22 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
23 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
24 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
25 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
26 of California’s Unclaimed Property Division in the name of the Settlement Class Member and/or
27 PAGA Employee. The Parties agree that this disposition results in no “unpaid residue” under
28 California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to
Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendants

will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting required under applicable local, state, and federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the PAGA Settlement.

38. Class Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. Settlement Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

39. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

40. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, arising out of, relating to, or resulting from her employment and/or separation of employment with Defendants, which Plaintiff, at any time up until October 13, 2025, had or claimed to have or may have. It is agreed that this is a general release and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that cannot be released hereunder by law, claims or

actions to enforce the Settlement Agreement, or any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Any and all rights granted under any state or federal law or regulation limiting the effect of this Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

41. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the Class will be required.

42. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

43. Effects of Termination or Rescission of Settlement. Termination or rescission of the Settlement Agreement shall have the following effects:

a. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;

b. In the event the Settlement Agreement is terminated, Defendants shall have no obligation to make any payments to any Party, Class Member, or attorney, except that the terminating

1 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
2 Administrator is notified that the Settlement has been terminated;

3 c. The Preliminary Approval Order and Final Approval Order and Judgment,
4 including any order certifying the Class, shall be vacated;

5 d. The Settlement Agreement and all negotiations, statements, and proceedings
6 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
7 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

8 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
9 statements, or filings in furtherance of the Settlement (including all matters associated with the
10 mediation) shall be admissible or offered into evidence in the Action or any other action for any
11 purpose whatsoever; and

12 f. Any documents generated to bring the Settlement into effect, will be null and
13 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
14 likewise be treated as void from the beginning.

15 44. Publicity. Plaintiff, Class Counsel, Defendants, and Defendants' Counsel separately
16 agree that, until the motion for preliminary approval of the Settlement is filed, they and each of them
17 will not disclose, disseminate, and/or publicize, or cause or permit another person to disclose,
18 disseminate, or publicize, any of the terms of the Settlement directly or indirectly, specifically or
19 generally, to any person, corporation, association, government agency, or other entity except: (1) to
20 the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep the Settlement
21 confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in
22 response to a court order or subpoena; or (4) in response to an inquiry or subpoena issued by a state
23 or federal government agency. Each Party agrees to immediately notify each other Party or any
24 judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,
25 Defendants, and Defendants' Counsel separately agree not to, directly or indirectly, initiate any
26 conversation or other communication, before the filing of the motion for preliminary approval of the
27 Settlement, with any third party regarding the Settlement or the matters giving rise to the Settlement
28 except to respond only that "the matter was resolved," or words to that effect. This Paragraph does
not restrict Class Counsel's communications with Class Members in accordance Class Counsel's

1 ethical obligations owed to Class Members. This Paragraph also does not restrict Plaintiff and Class
2 Counsel's requirements to undertake any and all disclosures to the LWDA.

3 45. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
4 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
5 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
6 of action or right herein released and discharged.

7 46. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
8 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
9 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

10 47. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
11 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
12 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
13 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
14 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
15 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure
16 Section 1856(a), which provide that a written agreement is to be construed according to its terms and
17 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic
18 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement
19 Agreement.

20 48. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
21 the Action (including with respect to California Code of Civil Procedure Section 583.310), except
22 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final
23 Approval Hearing to be conducted by the Court.

24 49. Amendment or Modification. Prior to the filing of the motion for preliminary approval
25 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
26 except by written agreement signed by counsel for all Parties. After the filing of the motion for
27 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
28 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
constitute a waiver of any other provision.

1 50. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
3 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
4 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
5 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
6 full authority to enter into this Settlement Agreement, and further intend that this Settlement
7 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
8 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
9 confidentiality provisions that otherwise might apply under state or federal law.

10 51. Signatories. It is agreed that because the members of the Class are so numerous, it is
11 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
12 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
13 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
14 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
15 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
16 Member and PAGA Employee.

17 52. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
18 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

19 53. California Law Governs. All terms of this Settlement Agreement and attached exhibits
20 hereto will be governed by and interpreted according to the laws of the State of California.

21 54. Execution and Counterparts. This Settlement Agreement is subject only to the
22 execution of all Parties. However, this Settlement Agreement may be executed in one or more
23 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
24 copies of the signature page, will be deemed to be one and the same instrument.

25 55. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
26 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
27 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
28 account all relevant factors, present and potential. The Parties further acknowledge that they are each
represented by competent counsel and that they have had an opportunity to consult with their counsel

1 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
2 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
3 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
4 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

5 56. Invalidity of Any Provision. Before declaring any provision of this Settlement
6 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
7 possible consistent with applicable precedents so as to define all provisions of this Settlement
8 Agreement valid and enforceable.

9 57. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
10 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
11 to implement the Settlement.

12 58. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
13 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
14 continued litigation. In entering into this Settlement Agreement, Defendants do not admit, and
15 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
16 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
17 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
18 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
19 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
20 construed as an admission or concession by Defendants of any such violations or failures to comply
21 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
22 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
23 as evidence in any action or proceeding to establish any liability or admission on the part of Defendants
24 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
25 federal, state, local, or other applicable law.

26 59. Captions. The captions and paragraph numbers in this Settlement Agreement are
27 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
28 intent of the provisions of this Settlement Agreement.

1 60. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
2 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
3 construed more strictly against one Party than another merely by virtue of the fact that it may have
4 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
5 negotiations between the Parties, all Parties have contributed equally to the preparation of this
6 Settlement Agreement.

7 61. Representation By Counsel. The Parties acknowledge that they have been represented
8 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
9 that this Settlement Agreement has been executed with the consent and advice of counsel, and
10 reviewed in full.

11 62. All Terms Subject to Final Court Approval. All amounts and procedures described in
12 this Settlement Agreement herein will be subject to final Court approval.

13 63. Notices. All notices, demands, and other communications to be provided concerning
14 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
15 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
16 as follows:

17 To Plaintiff and Class Counsel:

18 Jonathan M. Genish
19 jgenish@blackstonepc.com

20 Sage S. Stone
21 sstone@blackstonepc.com

22 Zachary T. Gershman
23 zgershman@blackstonepc.com

24 Alexandra Rose
25 arose@blackstonepc.com

26 Lizeth Marin
27 lmarin@blackstonepc.com

28 **BLACKSTONE LAW, APC**

 8383 Wilshire Boulevard, Suite 745

 Beverly Hills, California 90211

 Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendants and Defendants' Counsel:

 Kathryn M. Eppright
 keppright@amblaw.com

 Michaela R. Cotton
 mcotton@amblaw.com

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64. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IT IS SO AGREED.

Victoria Esquivel

Plaintiff Victoria Esquivel

Dated: _____

Full Name:

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JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

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64. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IT IS SO AGREED.

Dated: _____

**DEFENDANT HAMLET KARAPETIAN,
DMD, INC. dba FRIENDLY SMILES
DENTAL GROUP**

Dated: 11/24/23

Full Name: Hamlet Karapınar

Title: SM
On behalf of Defendant Hamlet Karapetian,
DMD, Inc. dba Friendly Smiles Dental Group

DEFENDANT HAMLET KARAPETIAN
DENTAL CORP

Dated: 11/24/25

Full Name: Hamlet Karapetian

Title: owner
On behalf of Defendant Hamlet Karapetian
Dental Corp.

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: _____

Alexandra Rose
*Attorneys for Plaintiff Victoria Esquivel
and Proposed Class Counsel*

ANDRE, MORRIS & BUTTERY, a
Professional Law Corporation

Dated: 11/25/25

Kathryn M. Eppright
Michaela R. Cotton
*Attorneys for Defendants Hamlet Karapetian,
DMD, Inc. dba Friendly Smiles Dental Group
and Hamlet Karapetian Dental Corp.*

1 **DEFENDANT HAMLET KARAPETIAN**

2 **DENTAL CORP**

3 Dated: _____

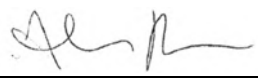
4 Full Name: _____

5 Title: _____
6 On behalf of Defendant Hamlet Karapetian
7 Dental Corp.

8
9 **APPROVED AS TO FORM ONLY:**

10 **BLACKSTONE LAW, APC**

11
12 Dated: 11/18/2025

13 
14 Alexandra Rose
15 Attorneys for Plaintiff Victoria Esquivel
16 and Proposed Class Counsel

17 **ANDRE, MORRIS & BUTTERY, a**
18 **Professional Law Corporation**

19 Dated: _____

20 Kathryn M. Eppright
21 Michaela R. Cotton
22 Attorneys for Defendants Hamlet Karapetian,
23 DMD, Inc. dba Friendly Smiles Dental Group
24 and Hamlet Karapetian Dental Corp.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Victoria Esquivel v. Hamlet Karapetian, DMD, Inc. dba Friendly Smiles Dental Group; Hamlet Karapetian Dental Corp.

Superior Court of California for the County of Santa Barbara, Case No. 24CV03582

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Victoria Esquivel ("Plaintiff") and Defendants Hamlet Karapetian, DMD, Inc. dba Friendly Smiles Dental Group and Hamlet Karapetian Dental Corp. (together, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Victoria Esquivel v. Hamlet Karapetian, DMD, Inc. dba Friendly Smiles Dental Group; Hamlet Karapetian Dental Corp.*, Santa Barbara County Superior Court, Case No. 24CV03582 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former non-exempt employees who worked for Defendants in the State of California at any time during the Class Period.

"Class Period" means the period from June 26, 2020 through November 2, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all current and former non-exempt employees who worked for Defendants in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from June 19, 2023 through November 2, 2025.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On June 19, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On June 26, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On October 22, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action.

Plaintiff contends that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, reimburse business expenses, comply with requests to inspect records, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Action or that they violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Victoria Esquivel as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Sage S. Stone
Zachary T. Gershman
Alexandra Rose
Lizeth Marin
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Two Hundred Sixty-Nine Thousand Dollars and Zero Cents (\$269,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$94,150.00), and reimbursement of actual litigation costs and expenses, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff for her services in the Action; (3) the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 65% (\$6,500.00) (“LWDA Payment”) and the remaining 35% (\$3,500.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Five Thousand Five Hundred Fifty Dollars and Zero Cents (\$5,550.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendants as a non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied

each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employers' share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendants separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA Employee worked for Defendants as a non-exempt employee in California during the PAGA Period ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "PAGA Pay Period Value," and multiplied each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendants' Records

According to Defendants' records:

- **From June 26, 2020 through November 2, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From June 19, 2023 through November 2, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Action (*Esquivel v. Hamlet Karapetian, DMD, Inc. dba Friendly Smiles Dental Group; Hamlet Karapetian Dental Corp.*, Case No. 24CV03582); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. Settlement Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims as pled in the Operative Complaint that occurred during the Class Period, including claims for (1) Violation of Cal. Labor Code §§ 1194, 1197, and 1197.1 (Minimum Wages); (2) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime); (3) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Meal Break Violations); (4) Violation of Cal. Labor Code § 226.7 (Rest Break Violations); (5) Violation of Cal. Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment); (6) Violation of Cal. Labor Code § 226(a) (Wage Statement Violations); (7) Violation of Cal. Labor Code §§ 201, 202, and 203 (Untimely Final Wages); (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses); (9) Violation of Cal. Business & Professions Code § 17200 *et seq.*; and (10) Violation of Cal. Labor Code §§ 226 and 1198.5 (Failure to Comply with Requests to Inspect Records) based on the allegations in the Operative Complaint, any and all wage and hour claims that were asserted or could have been asserted in the Operative Complaint for unpaid wages, economic damages, non-economic damages, any other damages, civil or statutory penalties (excluding PAGA penalties), waiting time penalties, liquidated damages, and all other associated damages and/or penalties, including claims under California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, and 2802, all applicable IWC Wage Orders, and Business and Professions Code section 17200 *et seq.*

"Released PAGA Claims" means any and all claims for civil penalties under PAGA as pled in the PAGA Letter and Operative Complaint for violation of California Labor Code section 2698, *et seq.* based on the allegations in the PAGA Letter and Operative Complaint, as well as any and all PAGA claims that were asserted or could have been asserted based on the factual allegations contained in the Operative Complaint and PAGA Letter, through the PAGA Period, including in violation of California Labor Code section 2698, California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 558(a)(1)(2), 1994, 1197, 1197.1, 1198, 2800, and 2802, and all applicable IWC Wage Orders.

"Released Parties" means Defendants, their corporate parent, if any, and Defendants' respective and collective owners, agents, attorneys, insurers, past, present, and future divisions, affiliates, DBAs (if any), predecessors, successors, shareholders, officers, directors, managers, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, managed service providers, any and all locations where Class Members and PAGA Employees performed work for Defendants as non-exempt employees during the Class Period and PAGA Period, any and all entities that operate those facilities, any and all alleged joint employers, privies, and/or any and all persons and/or corporate entities acting by, through, under, or in concert with any of them, including any and all alleged joint employers.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$94,150.00) and reimbursement of actual litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to any other payments that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Five Thousand Five Hundred Fifty Dollars and Zero (\$5,550.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Esquivel v. Hamlet Karapetian, DMD, Inc. dba Friendly Smiles Dental Group; Hamlet Karapetian Dental Corp.*, Case No. 24CV03582); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Esquivel v. Hamlet Karapetian, DMD, Inc. dba Friendly Smiles Dental Group; Hamlet Karapetian Dental Corp.*, Case No. 24CV03582); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 4 of the Santa Barbara County Superior Court, located at 312 East Cook Street, Building E, Santa Maria, California 93454, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. Below is the court’s Zoom information, however, this information may change, therefore, please check the Court’s website for the most current information and links.

Judge Beebe Zoom Link:

<https://www.zoomgov.com/j/1617975412?pwd=VGUxL2Z3TXJVK2hSc2EyR3c1cGhUZz09>

All Zoom Link Information for Santa Barabara County Superior Court:

<https://www.santabarbara.courts.ca.gov/general-information/remote-appearance-zoom-information>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by going to <https://portal.sbcourts.org/CASBCIVILPORTAL> and then entering the Case Number for the Action, Case No. 24CV03582.

You may also visit the Settlement Administrator’s website at **[redacted]** for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 2

Sage S. Stone (State Bar No. 304086)
sstone@blackstonepc.com
Zachary T. Gersham (State Bar No. 328004)
zgershman@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
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8383 Wilshire Boulevard, Suite 745
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Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff VICTORIA ESQUIVEL,
individually and on behalf of others
similarly situated and aggrieved employees pursuant of the
California Private Attorneys General Act

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

VICTORIA ESQUIVEL, individually, and on
behalf of other similarly situated employees
and aggrieved employees pursuant of the
California Private Attorneys General Act,

Plaintiff,

vs.

HAMLET KARAPETIAN, DMD, INC. dba
FRIENDLY SMILES DENTAL GROUP;
HAMLET KARAPETIAN DENTAL CORP.;
and DOES 1 through 25, inclusive,

Defendants.

Case No.: 24CV03582

Honorable Jed Beebe
Department 4

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: February 26, 2026
Time: 8:30 a.m.
Dept.: 4

Complaint Filed: June 26, 2024
FAC Filed: October 22, 2025
Trial Date: Not Set

~~PROPOSED~~ ORDER

On February 26, 2026 at 8:30 a.m. in Department 4 of the above-captioned Court located at 312-C East Cook Street, Santa Maria, California 93454, Plaintiff Victoria Esquivel's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Jed Beebe. Blackstone Law, APC appeared on behalf of Plaintiff and Andre, Morris & Buttery appeared on behalf of Defendants Hamlet Karapetian, DMD, Inc. dba Friendly Smiles Dental Group and Hamlet Karapetian Dental Corp. (together, "Defendants").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 3 to the Declaration of Alexandra Rose in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Attorneys' Fees and Costs, Enhancement Payment, LWDA Payment, Settlement Administration Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the

1 Settlement Agreement, appear to be within the range of reasonableness of a settlement that could
2 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery
3 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement
4 awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable
5 when balanced against the probable outcome of further litigation relating to certification, liability, and
6 damages issues and are consistent with the requirements of California Labor Code § 2699(e)(1).

7 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
8 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
9 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
10 (b) common questions of law and fact predominate, and there is a well-defined community of interest
11 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's
12 claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately
13 protect the interests of the members of the Class; (e) a class action is superior to other available
14 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as
15 counsel for Plaintiff in her individual capacity and as the representative of the Class.

16 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
17 follows:

18 All current and former non-exempt employees who worked for Defendants in the
19 State of California at any time during the Class Period.

20 (The Class Period is defined as the period from June 26, 2020 through November
21 2, 2025.)

22 7. The Court provisionally appoints Jonathan M. Genish, Sage S. Stone, Zachary T.
23 Gershman, Alexandra Rose, and Lizeth Marin of Blackstone Law, APC as counsel for the Class
24 ("Class Counsel").

25 8. The Court provisionally appoints Plaintiff Victoria Esquivel as the representative of the
26 Class ("Class Representative").

27 9. The Court provisionally appoints ILYM Group, Inc. to handle the administration of the
28 Settlement ("Settlement Administrator").

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1 10. Within fourteen (14) calendar days after entry of this Order, Defendants will provide
2 the Settlement Administrator with the following information about each Class Member: full name, last
3 known mailing address, Social Security number, dates worked for Defendants during the Class Period,
4 and such other information as is necessary for the Settlement Administrator to calculate Workweeks
5 and Pay Periods (collectively referred to as the “Class List”) in conformity with the Settlement
6 Agreement.

7 11. The Court approves, both as to form and content, the Notice of Class Action Settlement
8 (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members
9 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to
10 fully and accurately inform the Class Members of all material elements of the Settlement, of Class
11 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
12 Class Members’ right to dispute the Workweeks and/or Pay Periods credited to each of them by
13 submitting a Dispute, and of each Settlement Class Member’s right and opportunity to object to the
14 Class Settlement by submitting a Notice of Objection to the Settlement Administrator. The Court
15 further finds that distribution of the Class Notice substantially in the manner and form set forth in the
16 Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement
17 and this Order, meet the requirements of due process and shall constitute due and sufficient notice to
18 all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class
19 Notice by First-Class U.S. Mail to all Class Members within seven (7) calendar days of receipt of the
20 Class List, pursuant to the terms set forth in the Settlement Agreement.

21 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
22 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
23 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
24 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or
25 before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the
26 Settlement Administrator to Class Members (“Response Deadline”), or, in the case of a re-mailed
27 Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original
28 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded

1 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not
2 be bound by the Class Settlement or have any right to object, appeal, or comment thereon.
3 Nevertheless, all PAGA Employees will be bound by the PAGA Settlement and issued their Individual
4 PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who
5 do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be
6 bound by the Settlement Agreement and any final judgment based thereon.

7 13. A Final Approval Hearing shall be held before this Court on
8 07/30/2026 at 8:30AM ~~a.m./p.m.~~ in Department 4 of the Santa Barbara
9 County Superior Court, located at 312-C East Cook Street, Santa Maria, California 93454, to
10 determine all necessary matters concerning the Settlement, including: whether the proposed settlement
11 of the action on the terms and conditions provided for in the Settlement is fair, adequate, and
12 reasonable and should be finally approved by the Court; whether a judgment, as provided in the
13 Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should
14 be approved as fair, adequate, and reasonable to the Class Members and PAGA Employees; and
15 determine whether to approve the requests for the Attorneys' Fees and Costs, Enhancement Payment,
16 Settlement Administration Costs, and allocation for the PAGA Amount.

17 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'
18 Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the
19 appropriate declarations and supporting evidence, including the Settlement Administrator's
20 declaration, by 07/08/2026, to be heard at the Final Approval Hearing.

21 15. To object to the Class Settlement, a Settlement Class Member must submit their Notice
22 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of
23 Objection must be signed and must contain the information that is required, as set forth in the Class
24 Notice, including and not limited to the grounds for the objection. Settlement Class Members,
25 individually or through counsel, may also present their objection orally at the Final Approval Hearing,
26 regardless of whether they have submitted a Notice of Objection.

27 ///

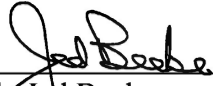
28 ///

1 16. In the event the Settlement does not become effective in accordance with the terms of
2 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
3 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
4 the parties shall revert back to their respective positions as of before entering into the Settlement
5 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
6 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

7 17. The Court reserves the right to adjourn or continue the date of the Final Approval
8 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
9 Members and retains jurisdiction to consider all further applications arising out of or connected with
10 the Settlement.

11 **IT IS SO ORDERED.**

12 Dated: 03/26/2026



Honorable Jed Beebe
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Victoria Esquivel v. Hamlet Karapetian, DMD, Inc. dba Friendly Smiles Dental Group; Hamlet Karapetian Dental Corp.

Superior Court of California for the County of Santa Barbara, Case No. 24CV03582

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Victoria Esquivel ("Plaintiff") and Defendants Hamlet Karapetian, DMD, Inc. dba Friendly Smiles Dental Group and Hamlet Karapetian Dental Corp. (together, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Victoria Esquivel v. Hamlet Karapetian, DMD, Inc. dba Friendly Smiles Dental Group; Hamlet Karapetian Dental Corp.*, Santa Barbara County Superior Court, Case No. 24CV03582 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former non-exempt employees who worked for Defendants in the State of California at any time during the Class Period.

"Class Period" means the period from June 26, 2020 through November 2, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all current and former non-exempt employees who worked for Defendants in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from June 19, 2023 through November 2, 2025.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On June 19, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On June 26, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On October 22, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action.

Plaintiff contends that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, reimburse business expenses, comply with requests to inspect records, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Action or that they violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Victoria Esquivel as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Sage S. Stone
Zachary T. Gershman
Alexandra Rose
Lizeth Marin
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Two Hundred Sixty-Nine Thousand Dollars and Zero Cents (\$269,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$94,150.00), and reimbursement of actual litigation costs and expenses, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff for her services in the Action; (3) the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 65% (\$6,500.00) (“LWDA Payment”) and the remaining 35% (\$3,500.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Five Thousand Five Hundred Fifty Dollars and Zero Cents (\$5,550.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendants as a non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied

each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employers' share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendants separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA Employee worked for Defendants as a non-exempt employee in California during the PAGA Period ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "PAGA Pay Period Value," and multiplied each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendants' Records

According to Defendants' records:

- **From June 26, 2020 through November 2, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From June 19, 2023 through November 2, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Action (*Esquivel v. Hamlet Karapetian, DMD, Inc. dba Friendly Smiles Dental Group; Hamlet Karapetian Dental Corp.*, Case No. 24CV03582); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. Settlement Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims as pled in the Operative Complaint that occurred during the Class Period, including claims for (1) Violation of Cal. Labor Code §§ 1194, 1197, and 1197.1 (Minimum Wages); (2) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime); (3) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Meal Break Violations); (4) Violation of Cal. Labor Code § 226.7 (Rest Break Violations); (5) Violation of Cal. Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment); (6) Violation of Cal. Labor Code § 226(a) (Wage Statement Violations); (7) Violation of Cal. Labor Code §§ 201, 202, and 203 (Untimely Final Wages); (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses); (9) Violation of Cal. Business & Professions Code § 17200 *et seq.*; and (10) Violation of Cal. Labor Code §§ 226 and 1198.5 (Failure to Comply with Requests to Inspect Records) based on the allegations in the Operative Complaint, any and all wage and hour claims that were asserted or could have been asserted in the Operative Complaint for unpaid wages, economic damages, non-economic damages, any other damages, civil or statutory penalties (excluding PAGA penalties), waiting time penalties, liquidated damages, and all other associated damages and/or penalties, including claims under California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, and 2802, all applicable IWC Wage Orders, and Business and Professions Code section 17200 *et seq.*

"Released PAGA Claims" means any and all claims for civil penalties under PAGA as pled in the PAGA Letter and Operative Complaint for violation of California Labor Code section 2698, *et seq.* based on the allegations in the PAGA Letter and Operative Complaint, as well as any and all PAGA claims that were asserted or could have been asserted based on the factual allegations contained in the Operative Complaint and PAGA Letter, through the PAGA Period, including in violation of California Labor Code section 2698, California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 558(a)(1)(2), 1994, 1197, 1197.1, 1198, 2800, and 2802, and all applicable IWC Wage Orders.

"Released Parties" means Defendants, their corporate parent, if any, and Defendants' respective and collective owners, agents, attorneys, insurers, past, present, and future divisions, affiliates, DBAs (if any), predecessors, successors, shareholders, officers, directors, managers, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, managed service providers, any and all locations where Class Members and PAGA Employees performed work for Defendants as non-exempt employees during the Class Period and PAGA Period, any and all entities that operate those facilities, any and all alleged joint employers, privies, and/or any and all persons and/or corporate entities acting by, through, under, or in concert with any of them, including any and all alleged joint employers.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$94,150.00) and reimbursement of actual litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to any other payments that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Five Thousand Five Hundred Fifty Dollars and Zero (\$5,550.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Esquivel v. Hamlet Karapetian, DMD, Inc. dba Friendly Smiles Dental Group; Hamlet Karapetian Dental Corp.*, Case No. 24CV03582); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Esquivel v. Hamlet Karapetian, DMD, Inc. dba Friendly Smiles Dental Group; Hamlet Karapetian Dental Corp.*, Case No. 24CV03582); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 4 of the Santa Barbara County Superior Court, located at 312 East Cook Street, Building E, Santa Maria, California 93454, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. Below is the court’s Zoom information, however, this information may change, therefore, please check the Court’s website for the most current information and links.

Judge Beebe Zoom Link:

<https://www.zoomgov.com/j/1617975412?pwd=VGUxL2Z3TXJVK2hSc2EyR3c1cGhUZz09>

All Zoom Link Information for Santa Barabara County Superior Court:

<https://www.santabarbara.courts.ca.gov/general-information/remote-appearance-zoom-information>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by going to <https://portal.sbcourts.org/CASBCIVILPORTAL> and then entering the Case Number for the Action, Case No. 24CV03582.

You may also visit the Settlement Administrator’s website at **[redacted]** for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 3

- *Dianna Flores v. Capitol Distribution Company LLC dba Capitol Food Company*, Los Angeles County Superior Court, Case No. 24STCV20477, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mark Trahan v. Celebrity Casinos, Inc. dba Crystal Casino*, Los Angeles County Superior Court, Case No. 25STCV30655, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jamie Ramires, et al. v. Bright Star Schools*, Los Angeles Superior Court, Case No. 23STCV15490, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alesia Williams v. Altamed Health Services Corp.*, Los Angeles Superior Court, Case No. 23STCV15413, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Moreno v. Kern Regional Center*, Kern County Superior Court, Case No. BCV-24-103353, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jonathan Cruz-Pulido v. Central Valley Meat Co., Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV13660, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Gregorio Pineda, et al. v. Orthopaedic Hospital dba Orthopaedic Institute for Children and Lusk Orthopaedic Institute for Children, et al.*, Los Angeles County Superior Court, Case No. 24STCV01618, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *John Price v. Fort Point Beer Company*, San Francisco County Superior Court, Case No. CGC-23-610592, approved as counsel in final settlement of wage and hour class and PAGA action.
- *David Jason Quiñones, et al. v. J-M Manufacturing Company Inc. dba JM Eagle*, Los Angeles County Superior Court, Case No. 23STCV16439, approved as counsel,

in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Laila Droubi, et al. v. GSF Properties, Inc.*, Kern County Superior Court, Case No. BCV-24-100950, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rowena Ray v. Sierra Central Credit Union*, Butte County Superior Court, Case No. 24CV02890, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Hamid Kondori, et al. v. Mission Imports, et al.*, Orange County Superior Court, Case No. 30-2022-01295280-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Johnny Rivas v. Buckingham Property Management*, Kings County Superior Court, Case No. 23CU0355, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Manuel Hernandez v. DHC PS Holdings LLC, et al.*, Alameda County Superior Court, Case No. 24CV079333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel He, et al. v. Bay Photo Lab Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV05682, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Leonard Moore v. Truepill, Inc.*, Alameda County Superior Court, Case No. 23CV047001, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Colton Ray v. Papé Machinery, Inc., et al.*, Humboldt County Superior Court, Case No. CV2402126, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Elba Garcia v. South Central Los Angeles Regional Center for Developmentally*

Disabled Persons, Inc., Los Angeles County Superior Court, Case No. 24STCV04382, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Miguel Avila v. Weber Metals, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04071, approved as counsel in final settlement of wage and hour class action.
- *Hector Cornejo v. Renovo Solutions, LLC*, Los Angeles County Superior Court, Case No. 23STCV27376, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Juan Campos-Ledezma, et al. v. Institute for Environmental Health, Inc.*, Stanislaus County Superior Court, Case No. CV-23-006693, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jeanne Boudreau v. Intelliswift Software, Inc.*, San Francisco County Superior Court, Case No. CGC-23-611128, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Munguia v. Moog Inc.*, Los Angeles County Superior Court, Case No. 24STCV11688, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Francisco Javier Sanchez, Jr. v. Jim Crawford Construction Company, Inc.*, Fresno County Superior Court, Case No. 24CECG01421, approved as counsel in final settlement of wage and hour class action.
- *Jose Ramirez v. A.J. Kirkwood & Associates, Inc.*, San Diego County Superior Court, Case No. 24CU012580C, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kirstie Deveaux, et al. v. Motorola Solutions, Inc.*, Santa Clara County Superior Court, Case No. 23CV427798, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Geri Gates, et al. v. SD & A Teleservices, Inc.*, Los Angeles County Superior Court, Case No. 23STCV29390, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Bryan Zuniga v. Inova Diagnostics, Inc., et al.*, San Diego County Superior Court, Case No. 37-2023-00055201-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Contra Costa County Superior Court, Case No. C23-02732, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Amira Fakira, et al. v. CSL Plasma, Inc.*, Alameda County Superior Court, Case No. 23CV057131, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Vadim Savin, et al. v. Fleetlogix Inc.*, San Diego County Superior Court, Case No. 37-2023-00051984-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Grace Weissmuller, et al. v. Astrix Technology, LLC*, Los Angeles County Superior Court, Case No. 21STCV45436, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Gabriel Perez, et al. v. Kimberlite Corporation, et al.*, Alameda County Superior Court, Case No. 24CV073959, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Marquez v. The Nielsen Company (US), LLC*, Los Angeles County Superior Court, Case No. 23STCV06394, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sergio Valdez v. Ampere Computing, LLC, et al.*, Santa Clara County Superior Court, Case No. 24CV438808, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Mario Mendoza v. Mingei International, Inc.*, San Diego County Superior Court, Case No. 37-2024-00015385-CU-OE-CTL, approved as counsel in final settlement of wage and hour class action.
- *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court, Case No. 23CV053505, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court, Case No. CGC-24-611385, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Joshua Gilmore v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 24STCV11281, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tony Jones v. Saddle Creek Corporation dba Saddle Creek Logistics Services*, Orange County Superior Court Case No. 30-2024-01379065-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court, Case No. 24STCV02628, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour

class and PAGA action.

- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage

and hour action pursuant to PAGA.

- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittini Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour

class and PAGA action.

- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with

other counsel, in final settlement of wage and hour class and PAGA action.

- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and

hour action pursuant to PAGA.

- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health*

& Hospice, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour

action pursuant to PAGA.

- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour

action pursuant to PAGA.

- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case

No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court,

Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 4

Date	Type of Expense	Title	Amount
12/26/2023	Other	Case Investigation Costs	\$ 80.40
1/17/2024	Mailing	Welcome PKG	\$ 1.59
1/18/2024	Mailing	Record Request to Friendly Smiles Dental	\$ 8.53
3/6/2024	Mailing	Follow up Record Request to Hamlet Karapetian D. M.D.	\$ 8.69
4/16/2024	Mailing	Letter to Hamlet Karapetian D. M.D.	\$ 5.04
5/20/2024	Mailing	Letter to Plaintiff	\$ 5.04
6/19/2024	Other	PAGA Notice Submission to LWDA	\$ 75.00
6/20/2024	Mailing	Mailing of PAGA Notice to Hamelet Karapetian Dental Corp.	\$ 8.69
6/20/2024	Mailing	Mailing of PAGA Notice to Hamlet Karapetian, DMD, Inc.	\$ 8.69
6/27/2024	Filing	Steno - Complaint Packet	\$ 1,997.20
6/28/2024	Filing	Steno - Civil Case Cover Sheet Addendum	\$ 59.95
6/29/2024	Filing	Steno - Notice of Case Management Conference	\$ 59.95
7/24/2024	Filing	Steno - Notice of Posting Jury Fees	\$ 262.45
7/29/2024	Filing	Steno - Notice and Acknowledgment of Receipt	\$ 262.45
8/15/2024	Service	Steno - Personal Service to Hamlet Karapetian, DMD, Inc.	\$ 50.00
8/15/2024	Service	Steno - Personal Service to Hamelet Karapetian Dental Corp.	\$ 50.00
10/21/2024	Filing	Steno - Case Management Statement	\$ 59.95
1/28/2025	Mailing	Mailing of Discovery (Set One)	\$ 4.01
3/7/2025	Filing	Steno - Case Management Statement	\$ 59.95
6/11/2025	Mediation Fee	Payment to Kevin Barnes Mediation re Mediation Services	\$ 8,750.00
7/15/2025	Filing	Steno - Case Management Statement	\$ 59.95
9/24/2025	Filing	Steno - Case Management Statement	\$ 59.95
9/29/2025	Other	Case Management Fee (Mediation Cancelled) - Judicate West	\$ 450.00
10/8/2025	Mediation	Payment to Berger Consulting Group	\$ 11,655.00
10/17/2025	Filing	Steno - Joint Stipulation to Amend Complaint	\$ 86.95
10/24/2025	Filing	Steno - First Amended Complaint	\$ 59.95
1/13/2026	Filing	Steno - Motion for Preliminary Approval of Settlement	\$ 181.45
1/22/2026	Filing	Steno - Case Management Statement	\$ 59.95
2/3/2026	Filing	Steno - Notice of Remote Appearance	\$ 59.95
4/2/2026	Filing	Steno - Notice of Entry (MPA)	\$ 59.95
	Filing	Estimated Cost: Steno - Motion for Final Approval of Settlement	\$ 181.45
	Filing	Estimated Cost: Steno - Notice of Entry of Order (MFA)	\$ 59.95
	Filing	Estimated Cost: Steno - Administrator's Declaration Re Disbursement	\$ 59.95
		Total:	\$ 24,852.03