

Lizeth Marin
(SIGNATURE)

FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA
7/30/2026
Angela Braun, Executive Officer
BY Magana, Monica Deputy Clerk

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)
arose@blackstonepc.com
Lizeth Marin (State Bar No. 360465)
lmarin@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff Victoria Esquivel and the Class

**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,

Defendants.

Case No. 24CV03582

Honorable Jed Beebe
Department 4

**[~~PROPOSED~~] FINAL APPROVAL ORDER
AND JUDGMENT**

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

1 Plaintiff Victoria Esquivel's ("Plaintiff") Motion for Final Approval of Class Action and
2 PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration
3 Costs came before this Court on July 30, 2026 at 8:30 a.m. before the Honorable Jed Beebe in
4 Department 4 of the above-captioned Court located at 312-C East Cook Street, Santa Maria, California
5 93454.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 ("Settlement Agreement" or "Settlement"), Plaintiff's Motion for Final Approval of Class Action and
8 PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration
9 Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel (Lizeth Marin),
10 the Class Representative (Victoria Esquivel), and the Settlement Administrator (Garvin Brown on
11 behalf of ILYM Group, Inc.), and the evidence and argument received by the Court in conjunction
12 with the Motion for Preliminary Approval of Class Action and PAGA Settlement and documents
13 thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE
14 FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiff and Defendants Hamlet Karapetian, DMD, Inc. dba Friendly Smiles Dental Group and
17 Hamlet Karapetian Dental Corp. (together, "Defendants") (collectively, with Plaintiff, the "Parties"),
18 including all members of the Class.

19 2. The Court finds that the following Class is properly certified as a class for settlement
20 purposes only: "All current and former non-exempt employees who worked for Defendants in the
21 State of California at any time during the Class Period." The "Class Period" is defined as the period
22 from June 26, 2020 through November 2, 2025.

23 3. The Court appoints Plaintiff Victoria Esquivel as the Class Representative for
24 settlement purposes only.

25 4. The Court appoints Jonathan M. Genish, Sage S. Stone, Zachary T. Gershman,
26 Alexandra Rose, and Lizeth Marin of Blackstone Law, APC as Class Counsel for settlement purposes
27 only.

28 ///

1 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
2 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
3 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
4 any other applicable law, and constitutes the best notice practicable under the circumstances, by
5 providing individual notice to all Class Members who could be identified through reasonable effort,
6 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
7 other Class Members. The Class Notice fully satisfied the requirements of due process.

8 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
9 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 7. The Settlement Agreement is not an admission by Defendants, or by any other Released
14 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
15 by Defendants or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
16 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
17 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
18 by or against Defendants or any of the other Released Parties.

19 8. The Court finds that no Class Members have validly and timely opted out of the Class
20 Settlement and no Settlement Class Members have objected to the Class Settlement.

21 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
22 recognition of Plaintiff’s efforts on behalf of the Class, the Court hereby approves the payment from
23 the escalated Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of
24 \$5,000.00.

25 10. The Court approves the payments from the escalated Gross Settlement Amount of
26 attorneys’ fees to Class Counsel in the sum of \$105,048.74 and reimbursement of actual litigation
27 costs and expenses to Class Counsel in the sum of \$24,852.03. The attorneys’ fees and reimbursement
28 of litigation costs and expenses to Class Counsel are reasonable amounts. The reasonableness of the

1 fee award is determined based on a reasonable percentage of the common fund obtained for the Class.
2 Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual
3 benefit obtained for the Class.

4 11. The Court approves and orders payment from the escalated Gross Settlement Amount
5 in the amount of \$6,750.00 to ILYM Group, Inc. for performance of settlement administration
6 services.

7 12. The Court approves and orders payment in the amount of \$6,500.00 to the California
8 Labor Workforce and Development Agency ("LWDA") as 65% of the payment allocated toward
9 PAGA penalties.

10 13. It is hereby ordered that within thirty (30) calendar days after the Effective Date,
11 Defendants will deposit the escalated Gross Settlement Amount (i.e., \$300,139.26) into an account
12 established by the Settlement Administrator, in accordance with the terms and methodology set forth
13 in the Settlement Agreement.

14 14. It is hereby ordered that within five (5) business days after Defendants fund the
15 escalated Gross Settlement Amount, the Settlement Administrator will distribute the Individual
16 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,
17 Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to
18 the LWDA, and Settlement Administration Costs to itself.

19 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
20 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
21 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
22 distributed by the Settlement Administrator to the California Controller's Unclaimed Property
23 Division in the name of the Settlement Class Member and/or PAGA Employee.

24 16. Upon the Effective Date and full funding of the escalated Gross Settlement Amount,
25 Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released,
26 settled, compromised, relinquished, and discharged the Released Parties of any and all claims as pled
27 in the Operative Complaint that occurred during the Class Period, including claims for (1) Violation
28 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.* (collectively, “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 of the Class Period.

17. Upon the Effective Date and full funding of the escalated 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 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 (collectively, “Released PAGA Claims”).

1 18. Upon the Effective Date and full funding of the escalated Gross Settlement Amount,
2 Plaintiff, individually and on her own behalf, will be deemed to have fully, finally, and forever
3 released, settled, compromised, relinquished, and discharged the Released Parties from any and all
4 claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages,
5 or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected,
6 asserted or unasserted, arising out of, relating to, or resulting from her employment and/or separation
7 of employment with Defendants, which Plaintiff, at any time up until October 13, 2025, had or claimed
8 to have or may have. It is agreed that this is a general release and is to be broadly construed as a
9 release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not
10 include a release of any claims that cannot be released hereunder by law, claims or actions to enforce
11 the Settlement Agreement, or any claims for vested benefits, unemployment benefits, disability
12 benefits, social security benefits, workers' compensation benefits that arose at any time, or based on
13 occurrences outside the Class Period. Any and all rights granted under any state or federal law or
14 regulation limiting the effect of the Settlement Agreement, including the provisions of Section 1542
15 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California
16 Civil Code reads as follows:

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

22 19. "Released Parties" means Defendants, their corporate parent, if any, and Defendants'
23 respective and collective owners, agents, attorneys, insurers, past, present, and future divisions,
24 affiliates, DBAs (if any), predecessors, successors, shareholders, officers, directors, managers,
25 employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors,
26 partners, parents, subsidiaries, managed service providers, any and all locations where Class Members
27 and PAGA Employees performed work for Defendants as non-exempt employees during the Class
28 Period and PAGA Period, any and all entities that operate those facilities, any and all alleged joint

1 employers, privies, and/or any and all persons and/or corporate entities acting by, through, under, or
2 in concert with any of them, including any and all alleged joint employers.

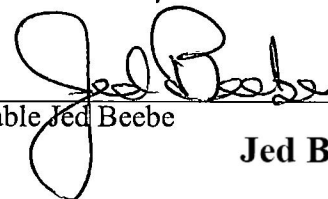
3 20. This Court shall retain jurisdiction with respect to all matters related to the
4 administration and consummation of the Settlement, and any and all claims asserted in, arising out of,
5 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
6 Settlement and the determination of all controversies relating thereto.

7 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
8 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
9 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

10 22. A Compliance Hearing is set for 12/10/2026 at 8:30 a.m
11 in Department 4 of this Court located at 312-C East Cook Street, Santa Maria, California 93454. The
12 Settlement Administrator shall file a Final Report by 12/2/2026.

13 **IT IS SO ORDERED.**

14 Dated: 8/6/2026

15 
Honorable Jed Beebe
Jed Beebe

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA

I, Lorena Bautista, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On August 11, 2026, I served a copy of the following document(s):

• **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

On the interested parties as follows:

Katherine M. Eppright
Michaela R. Cotton
ANDRE, MORRIS & BUTTERY
1102 Laurel Lane
Post Office Box 730
San Luis Obispo, California 93406
Tel: (805) 543-4171 / Fax: (805) 543-0752
Emails: keppright@amblaw.com; mcotton@amblaw.com

Attorneys for Defendant HAMLET KARAPETIAN, DMD, INC.
dba FRIENDLY SMILES DENTAL GROUP and HAMLET
KARAPETIAN DENTAL CORP

☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address lbautista@blackstonepc.com pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency
Web URL:
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on August 11, 2026 at Beverly Hills, California.

/s/ Lorena Bautista

Lorena Bautista