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Superior Court of California
County of Sacramento
09/09/2026
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

SEPIDEH MEHRAD HOSSEINI, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

HEARTLAND DENTAL, LLC, a Delaware
Limited Liability Company; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: 24CV020489

Assigned to the Hon. Jill H. Talley

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND FINAL
JUDGMENT**

HEARING INFO

Date: August 28, 2026

Time: 9:00 a.m.

Dept.: 8A

1 This matter having come for hearing on August 28, 2026, regarding the unopposed Motion
2 for Final Approval of Class Action Settlement on the terms set forth in the Class Action and PAGA
3 Settlement Agreement (the “Settlement”). In conformity with California Rules of Court, rule 3.769,
4 with due and adequate notice having been given to Class Members (as defined in the Settlement), and
5 having considered the Settlement, all of the legal authorities and documents submitted in support
6 thereof, all papers filed and proceedings had herein, all oral and written comments received regarding
7 the Settlement, and having reviewed the record in this litigation, and good cause appearing, the Court
8 **GRANTS** final approval of the Settlement and orders and makes the following findings and
9 determinations and enters final judgment as follows:

10 1. All terms used in this order shall have the same meaning as those terms are used and/or
11 defined in the parties’ Settlement Agreement and Plaintiff Sepideh Mehrad Hosseini’s Motion for
12 Final Approval of Class Action Settlement. A copy of the Settlement is attached to the Declaration
13 of Mehrdad Bokhour in Support of Plaintiff’s Motion for Final Approval of Class Action and is made
14 a part of this Order.

15 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
16 jurisdiction to approve this Settlement, and all exhibits thereto.

17 3. For settlement purposes only, the Court hereby finally certifies the Settlement Class,
18 as defined in the Settlement Agreement, consisting of: all individuals who are or were employed by
19 Defendant in California as non-exempt hourly employees at any time from October 9, 2020 through
20 April 10, 2026.

21 4. For settlement purposes, the Court further finds that Plaintiff represents the State of
22 California and the PAGA Members with respect to the PAGA claims compromised by the Settlement.
23 The PAGA Members consist of all individuals who are or were employed by Defendant in California
24 as non-exempt hourly employees at any time from October 9, 2023 through April 10, 2026 (the
25 “PAGA Period”).

26 5. The Court deems this definition sufficient for the purpose of California Rules of Court,
27 rule 3.765(a), and solely for the purpose of effectuating the Settlement.

28 6. The Court finds that an ascertainable Settlement Class exists and that, for settlement

1 purposes, a well-defined community of interest exists because: (a) common questions of law and fact
2 predominate over individual questions; (b) Plaintiff's claims are typical of the claims of the
3 Settlement Class; and (c) Plaintiff and Class Counsel have fairly and adequately represented and
4 protected the interests of the Settlement Class in negotiating, entering into, and implementing the
5 Settlement.

6 7. The Court is satisfied that CPT Group, Inc., which was appointed as the Settlement
7 Administrator, completed the distribution of Class Notice to the Class in a manner that complies with
8 California Rules of Court, rule 3.766. The Class Notice informed prospective Class Members of the
9 Settlement terms, their rights under the Settlement and to receive their settlement share, their rights
10 to submit a request for exclusion, their rights to comment on or object to the Settlement, and their
11 rights to appear at the Final Approval and Fairness Hearing and be heard regarding approval of the
12 Settlement. Sufficient period of time to respond and to act was provided by each of these procedures.
13 No Class Members filed a written objection to the Settlement as part of this notice process, no Class
14 Members filed a written statement of intention to appear at the Final Approval and Fairness Hearing,
15 and no Class Member submitted a request for exclusion.

16 8. The Court hereby approves the terms set forth in the Settlement Agreement and finds
17 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent, and
18 compliant with all applicable requirements of the California Code of Civil Procedure, the California
19 and United States Constitutions, including the Due Process clauses, the California Rules of Court,
20 and any other applicable law, and in the best interests of each of the Parties and Class Members.

21 9. The Court directs the Parties to effectuate the Settlement Agreement according to its
22 terms and declares the Settlement Agreement to be binding on all 113 Participating Class Members.

23 10. The Court finds that the Settlement Agreement has been reached as a result of
24 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
25 conducted extensive investigation and research, and their attorneys were able to reasonably evaluate
26 their respective positions.

27 11. The Court also finds that the Settlement will now avoid additional and potentially
28 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the

1 case. Additionally, after considering the monetary recovery provided as part of the Settlement in
2 light of the challenges posed by continued litigation, the Court concludes that Class Counsel secured
3 significant relief for Class Members.

4 12. The Settlement Agreement is not an admission by Defendant, nor is this order a
5 finding of the validity of any allegations or any wrongdoing by Defendant.

6 13. The Court appoints Plaintiff Sepideh Mehrad Hosseini as Class Representative for
7 settlement purposes and finds her to be adequate.

8 14. The Court appoints Joshua Falakassa of Falakassa Law, P.C., and Mehrdad Bokhour
9 of Bokhour Law Group, P.C., as Class Counsel and finds each of them to be adequate, experienced,
10 and well-versed in class action litigation.

11 15. The terms of the Settlement Agreement, including the Gross Settlement Amount of
12 \$392,265 and the individual settlement shares, are fair, adequate, and reasonable to the Class and
13 each Class Member, and the Court grants final approval of the Settlement set forth in the Settlement
14 Agreement, subject to this Order.

15 16. The Court approves the following allocations, which fall within the ranges stipulated
16 by and through the Settlement Agreement:

17 A. The Court awards \$5,000 to CPT Group, Inc., the Settlement Administrator,
18 and finds this amount to be fair and reasonable. The Court grants final
19 approval and orders the Settlement Administrator to pay this amount in
20 accordance with the Agreement.

21 B. The Court awards \$130,755 to Class Counsel as attorneys' fees and finds this
22 amount to be fair and reasonable in light of the benefit obtained for the Class.
23 The Court grants final approval of, awards, and orders that the Class Counsel
24 fees be paid in accordance with the Settlement Agreement.

25 C. The Court awards \$18,403.75 to the Bokhour Law Group, P.C. in litigation
26 costs, an amount which the Court finds to be reflective of the reasonable costs
27 incurred. The Court grants final approval of and orders the Class Counsel
28 litigation expenses payment in this amount to be made in accordance with the

1 Settlement Agreement.

2 D. The Court awards Plaintiff Sepideh Mehrad Hosseini a Class Representative
3 Service Payment of \$10,000 and finds that amount fair and reasonable in light
4 of her contributions to the Action, the time and risks she undertook, the
5 benefits obtained for the Settlement Class, and the broader general release she
6 provided.

7 E. The Court approves the \$10,000 allocation for PAGA penalties and orders
8 that 65% (\$6,500) be paid to the LWDA and 35% (\$3,500) be distributed to
9 the 237 PAGA Members as Individual PAGA Payments pursuant to the
10 allocation formula in the Settlement Agreement.

11 17. The Court orders the Parties to comply with and carry out all terms and provisions of
12 the Settlement, to the extent that the terms thereunder do not contradict this Order, in which case the
13 provisions of this Order shall take precedence and supersede the Settlement.

14 18. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's
15 rights to continue to oppose the merits of the claims in this Action or class treatment of these claims
16 in this case if the Settlement fails to become final or effective, or in any other case without limitation.

17 19. The Parties shall bear their own respective attorneys' fees and costs except as
18 otherwise provided in this Order and the Settlement Agreement.

19 20. All checks issued to Participating Class Members and PAGA Members shall remain
20 negotiable for 180 days after mailing. Funds represented by checks remaining uncashed after the void
21 date shall be transmitted to the California Dental Association Foundation in accordance with
22 Paragraph 4.4.3 of the Settlement Agreement.

23 21. Pursuant to California Rules of Court, rule 3.771(b), the Court directs the Settlement
24 Administrator, within 10 days after entry of this Order and Final Judgment, to provide notice of entry
25 of judgment to the Settlement Class by posting this Order and Final Judgment on the settlement
26 website and maintaining it there through the conclusion of settlement administration.

27 22. Upon the Settlement becoming effective and being fully funded in accordance with
28 the Settlement Agreement, all 113 Participating Class Members shall be bound by the Settlement

1 Agreement and shall be deemed to have released the Released Class Claims against the Released
2 Parties for the Class Period, as those terms are defined in the Settlement Agreement. Upon the
3 Settlement becoming effective and being fully funded, all 60 PAGA Members shall be bound by the
4 PAGA settlement and shall be deemed to have released the Released PAGA Claims against the
5 Released Parties for the PAGA Period, as provided in the Settlement Agreement. The foregoing
6 releases shall become effective only upon satisfaction of the conditions specified in the Settlement
7 Agreement and shall extend no further than the claims, time periods, and Released Parties identified
8 therein.

9 23. A Settlement Compliance Hearing is set for June 4, 2027, at 10:30 a.m. in
10 Department 8A of this Court. At least 15 calendar days before the Settlement Compliance Hearing,
11 Class Counsel shall file a declaration from the Settlement Administrator regarding the status of the
12 settlement administration and distribution, including the amounts distributed to Participating Class
13 Members and PAGA Members, the number and value of checks cashed, the number and value of
14 checks remaining uncashed, the amount transmitted or to be transmitted to the California Dental
15 Association Foundation, and confirmation that all other payments required under the Settlement
16 Agreement have been made. If the Court is satisfied that the Settlement has been fully administered
17 and all settlement funds have been properly distributed, no appearance will be required at the
18 Settlement Compliance Hearing.

19 24. Within 10 days after entry of this Order and Final Judgment, Class Counsel shall
20 submit a copy of the entered Order and Final Judgment to the Labor and Workforce Development
21 Agency through the agency's online filing system in accordance with Labor Code section 2699,
22 subdivision (s)(3).

23 25. The Court retains continuing jurisdiction over the Parties, the Settlement Class, the
24 PAGA Members, the Action, and the Settlement pursuant to Code of Civil Procedure section 664.6
25 and California Rules of Court, rule 3.769(h) of the California Rules of Court, solely for purposes of
26 (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and
27 (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

28 26. This Order and Final Judgment constitute the final disposition of the Action in its

1 entirety and are intended to be immediately appealable. This Final Judgment resolves the claims
2 released by the Settlement Agreement against Defendant and the Released Parties, subject to the
3 terms, conditions, and effective dates of the releases set forth in the Settlement Agreement and this
4 Order.

5 **JUDGMENT IS ENTERED ACCORDINGLY. IT IS SO ORDERED.**

6
7 DATED: 09/09/2026



Jill Talley
HON. JILL H. TALLEY