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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MERCED

TOSHI MAGEE, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiffs,

v.

CHILDREN'S DENTISTRY AND
ORTHODONTICS A DENTAL OFFICE OF
STEVEN O'HARA, DDS, JORDAN PRIETO,
DDS, JEFFREY EVANS, DDS, AND
JEFFREY KUNKEL, DDS, INC., a California
Corporation; and DOES 1 through 50, Inclusive,

Defendants.

Case No: 21CV-03773

**[PROPOSED] ORDER GRANTING
PLAINTFF'S MOTION TO APPROVE
PAGA SETTLEMENT AND JUDGMENT**

Date: July 30, 2025

Time: 8:15 a.m.

Judge: Hon. Stephanie L. Jamieson

Dept: 8

1 Plaintiff Toshi Magee (“Plaintiff”) moves for approval of the settlement of Plaintiff’s claims
2 under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California
3 Labor Code § 2699(l), against Defendants Children's Dentistry and Orthodontics a Dental Office of
4 Steven O’Hara, DDS, Jordan Prieto, DDS, Jeffrey Evans, DDS, and Jeffrey Kunkel, DDS, Inc.;
5 Children's Dentistry and Orthodontics of Fresno a Dental Office of Steven O’Hara, DDS, Inc.;
6 Children's Dentistry of Bakersfield a Dental Office of Steven O’Hara, DDS, Jordan Prieto, DDS,
7 Jeffrey Evans, DDS, and Jeffrey Kunkel, DDS, Inc.; Children's Dentistry of Madera a Dental Office
8 Of Stephen O’Hara, DDS, Jordan Prieto, DDS, Jeffrey Evans, DDS, and Jeffrey Kunkel, DDS, Inc.;
9 Children's Dentistry of Merced a Dental Office of Steven O’Hara, DDS, Jordan Prieto, DDS, Jeffrey
10 Evans, DDS, and Jeffrey Kunkel, DDS, Inc.; Children's Dentistry of Visalia a Dental Office Of
11 Stephen O’Hara, DDS, Jordan Prieto, DDS, Jeffrey Evans, DDS, and Jeffrey Kunkel, DDS, Inc.;
12 and O’Hara Prieto Evans Kunkel Dental, Inc., (“Defendants”).

13 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
14 in this action and is authorized to act as a private attorneys general with respect to the PAGA claims
15 being released under the terms of the Joint Stipulation of Settlement of PAGA Action and Release
16 of PAGA Claims (“Settlement Agreement”). The California Labor Workforce Development
17 Agency (“LWDA”) was provided with notice of the settlement and the motion for approval of the
18 settlement via its online process and no objection has been received to the settlement or the motion
19 from the LWDA. The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the
20 Gross Settlement Amount to be paid as part of the settlement as set forth in the Settlement
21 Agreement, which was filed with the Court (“PAGA Settlement”). The PAGA Settlement provides
22 for a Gross Settlement Amount in the total sum of \$179,950.00, which includes the Net Settlement
23 Amount, PAGA Counsel Award in the amount of \$84,983.33, comprised of attorneys’ fees in the
24 amount of \$59,983.33 and reimbursed litigation expenses in the amount not exceeding \$25,000.00,
25 Service Award of up to \$10,000.00 for the Plaintiff, and Claims Administration Expenses estimated
26 to be \$4,125.00. The Net Settlement Amount is the amount remaining from the Gross Settlement
27 Amount after the deduction of the Claims Administration Expenses, PAGA Counsel Award, and
28 Plaintiff’s Service Award. The Administrator will be Apex Class Action LLC. The sum of any

1 settlement checks not cashed within 180 days, or the extended deadline as provided in the
2 Settlement Agreement, will be transmitted to the Community Law Project, a Cy Pres, in accordance
3 with California Code of Civil Procedure section 384. The Court approved the Gross Settlement
4 Amount and the distributions of the Gross Settlement Amount as set forth above.

5 The Court, having reviewed the evidence and papers submitted and argument of counsel,
6 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Parties' motion and approves the
7 PAGA Settlement as set forth in the Settlement Agreement and the Gross Settlement Amount,
8 which shall be allocated and paid out as set forth in the Settlement Agreement.

9 The "Aggrieved Employees" are defined as "all current and former non-exempt employees
10 who worked for Defendants in California ("Aggrieved Employees") at any time between September
11 13, 2020, through November 7, 2024 ("PAGA Period"). Upon entry of Judgment and funding in
12 full of the PAGA Settlement by Defendants, and its former and present parents, subsidiaries, and
13 affiliates, and their current and former officers, directors, employees, partners, shareholders, and
14 agents, and the predecessors and successors, assigns, and legal representatives of all such entities
15 and individuals ("Released Parties") shall be entitled to a release from the State of California, the
16 LWDA, Plaintiff, the Aggrieved Employees, and PAGA Counsel as to the following claims: all
17 PAGA claims alleged in the Operative Complaint in the matter entitled *Toshi Magee v. Children's*
18 *Dentistry and Orthodontics a Dental Office of Steven O'Hara, DDS, Jordan Prieto, DDS, Jeffrey*
19 *Evans, DDS, and Jeffrey Kunkel, DDS, Inc.*, filed on November 17, 2021, in Merced County
20 Superior Court, Case No. 21CV-0377, and Plaintiff's PAGA Notice to the LWDA which occurred
21 during the PAGA Period, and expressly excluding all other claims, including claims for vested
22 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
23 compensation, and PAGA claims outside of the PAGA Period. ("Released PAGA Claims").

24 Neither the Settlement Agreement nor the settlement contained therein, nor any act
25 performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is
26 or may be deemed to be or may be used as an admission of, or evidence of, the validity of any
27 Released PAGA Claims; or (ii) is or may be deemed to be or may be sued as an admission of, or
28 evidence of, any fault or omission by Defendants or any of the Released Parties in any civil,

1 criminal, or administrative proceeding in any court, administrative agency, or other tribunal.
2 Defendants or any of the Released Parties may file the Settlement Agreement and/or the separate
3 Judgment from this action in any other action that may be brought against them or them in order to
4 support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release,
5 good faith settlement, judgment bar or reduction or any theory of claim preclusion or issue
6 preclusion or similar defense or counterclaim.

7 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
8 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and
9 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
10 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
11 the distribution of settlement benefits.

12 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
13 **ENTERED ACCORDINGLY.**

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15 DATED: _____, 2025
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18 _____
19 THE HONORABLE STEPHANIE L. JAMIESON
20 JUDGE OF THE SUPERIOR COURT
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