

1 DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
2 lwlee@diversitylaw.com
Simon L. Yang (State Bar No. 260286)
3 sly@diversitylaw.com
515 South Figueroa Street, Suite 1250
4 Los Angeles, California 90071
Telephone: (213) 488-6555
5 Facsimile (213) 488-6554

6 WEBBER LAW GROUP
Kelsey A. Webber (State Bar No. 303721)
7 Kelsey.Webber@WebberLawGroup.com
333 University Ave, Suite 200
8 Sacramento, California 95825
Telephone: (916) 588-0683

9 Attorneys for Plaintiff and the Class

10
Maureen K. Bogue (State Bar No. 194755)
11 maureen@pacificemploymentlaw.com
Noah Levin (State Bar No. 263069)
12 noah@pacificemploymentlaw.com
PACIFIC EMPLOYMENT LAW, INC.
13 260 California Street, Suite 500
San Francisco, CA 94111
14 Tel.: (415) 985-7300
Fax: (415) 985-7301

15 Attorneys for Defendant

16
17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF SACRAMENTO**

19 WENDIE BRANDT, as an individual and on
behalf of all others similarly situated, and as a
20 private attorney general,

21 Plaintiff,

22 vs.

23 KIDS CARE DENTAL & ORTHODONTICS, a
California corporation; and DOES 1 through 50,
24 inclusive,

25 Defendants.

Case No. 34-2021-00296816

[Assigned to the Hon. Jill H. Talley, Dept. 27]

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

Complaint Filed:

March 18, 2021

FAC Filed:

April 19, 2021

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

2 This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between
3 Plaintiff, Wendie Brandt, on the one hand, and Defendant, Reeves. D.D.S. and Lavalley, D.D.S., a
4 Dental Corporation d/b/a Kids Care Dental & Orthodontics, on the other hand.

5 **1. DEFINITIONS**

6 As used in this Agreement, the following terms shall have the following meanings:

7 **1.1. Action.** “Action” means the civil lawsuit originally entitled *Wendie Brandt v. Kids Care*
8 *Dental & Orthodontics*, filed on or about March 18, 2021, in the Superior Court of the State of
9 California for the County of Sacramento designated as Case No. 34-2021-00296816.

10 **1.2. Administrator.** “Administrator” means the third-party settlement administrator
11 approved by the Court to administer the settlement.

12 **1.3. Agreement.** “Agreement” means this Joint Stipulation of Class Action and PAGA
13 Settlement.

14 **1.4. Class Counsel.** “Class Counsel” means Larry W. Lee and Simon L. Yang of Diversity
15 Law Group, P.C. and Kelsey A. Webber of Webber Law Group.

16 **1.5. Class Member.** “Class Member” means all current and former non-exempt employees
17 of Defendant in the State of California during the Class Period who did not sign a separation agreement
18 during the Class Period. Defendant represents that there are approximately 1,277 Class Members.

19 **1.6. Class Notice.** “Class Notice” means the Notice of Class Action Settlement, substantially
20 in the form attached as Exhibit A.

21 **1.7. Class Period.** “Class Period” means September 16, 2016, through September 26,, 2022.

22 **1.8. Court.** “Court” means the Superior Court of California for the County of Sacramento.

23 **1.9. Defendant.** “Defendant” means Reeves. D.D.S. and Lavalley, D.D.S., a Dental
24 Corporation d/b/a Kids Care Dental & Orthodontics.

25 **1.10. Defendant’s Counsel.** “Defendant’s Counsel” means Maureen K. Bogue and Noah
26 Levin of Pacific Employment Law, Inc.

27 **1.11. Effective Date.** “Effective Date” means: (a) the day following the expiration of the time
28 for the filing of an appeal of the Final Approval Order; or (b) if any appeals of the Final Approval

1 Order are filed, the day following the expiration of time to further appeal an order affirming the Final
2 Approval Order.

3 **1.12. Final Approval Order.** “Final Approval Order” means an order granting final approval
4 of a settlement pursuant to this Agreement.

5 **1.13. Gross Settlement Amount.** “Gross Settlement Amount” means the maximum potential
6 settlement amount—inclusive of any Attorneys’ Fees and Costs Award, Class Representative Award,
7 Administration Costs, PAGA Penalty Fund, and allocations for Individual Settlement Payments—that
8 Defendant may be required to pay in connection with a Final Approval Order.

9 **1.13.1. Administration Costs.** “Administration Costs” means a Court approved
10 payment from the Gross Settlement Amount to the Administrator for administering the settlement,
11 which includes but is not limited to printing, distributing, or tracking Class Notices, processing any
12 required tax payments or reporting, providing any required tax forms, distributing payments pursuant to
13 a Final Approval Order, and providing necessary reports or declarations, as requested by the Court or
14 Class Counsel and Defendant’s Counsel.

15 **1.13.2. Attorneys’ Fees and Costs Award.** “Attorneys’ Fees and Costs Award” means
16 a Court approved payment from the Gross Settlement Amount for Class Counsel’s attorneys’ fees and
17 costs associated with the litigation and resolution of the Action (excluding third-party Administration
18 Costs).

19 **1.13.3. Class Representative Award.** “Class Representative Award” means a Court
20 approved payment from the Gross Settlement Amount to Plaintiff in recognition of Plaintiff’s efforts
21 and work in prosecuting the Action on behalf of Class Members and in consideration of Plaintiff’s
22 additional general release of claims inapplicable to Settlement Class Members.

23 **1.14. Individual Settlement Payment.** “Individual Settlement Payment” means a Class
24 Member’s potential payment from the Gross Settlement Amount, which may include an Individual
25 Class Payment and Individual PAGA Payment.

26 **1.14.1. Individual Class Payment.** “Individual Class Payment” means a Settlement
27 Class Member’s potential payment from the Net Settlement Amount for the class action settlement.
28

1 **1.14.2. Individual PAGA Payment.** “Individual PAGA Payment” means a PAGA
2 Employee’s potential payment from the PAGA Penalty Fund for the PAGA settlement.

3 **1.15. LWDA Payment.** “LWDA Payment” means a Court approved payment to the Labor &
4 Workforce Development Agency (“LWDA”) of 75% of the PAGA Penalty Fund.

5 **1.16. Net Settlement Amount.** “Net Settlement Amount” means the remainder of the Gross
6 Settlement Amount after Court approved deductions for the Attorneys’ Fees and Costs Award, Class
7 Representative Award, Administration Costs, and PAGA Penalty Fund.

8 **1.17. PAGA Employee.** “PAGA Employee” means all current and former non-exempt
9 employees of Defendant in the State of California during the PAGA Period.

10 **1.18. PAGA Period.** “PAGA Period” means September 16, 2019, through September 26,
11 2022.

12 **1.19. PAGA Penalty Fund.** “PAGA Penalty Fund” means the portion of the settlement
13 allocated to PAGA penalties.

14 **1.20. Parties.** “Parties” means Plaintiff and Defendant.

15 **1.21. Plaintiff.** “Plaintiff” means Wendie Brandt.

16 **1.22. Preliminary Approval Order.** “Preliminary Approval Order” means an order granting
17 preliminary approval of a settlement pursuant to this Agreement.

18 **1.23. Released Party.** “Released Party” means Defendant, its owners, past and present
19 officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives,
20 accountants, auditors, consultants, and its respective successors and predecessors in interest,
21 subsidiaries, affiliates (including, but not limited to CDC Dental Management Co., LLC), parents, and
22 counsel in the Action.

23 **1.24. Settlement Class Members.** “Settlement Class Members” means Class Members who
24 do not exclude themselves from the class action settlement by complying with the procedures set forth
25 in the Class Notice to opt out of the class action settlement.

26 **2. RECITALS**

27 **2.1. Initiation of Action.** On or about March 18, 2021, Plaintiff filed the original complaint
28 initiating the Action on behalf of a putative class of current and former non-exempt employees of

1 Defendant in the State of California. The Action pursued class action claims for Defendant’s alleged
2 failures to pay or timely pay all wages and overtime due, reimburse business expenses, and furnish
3 accurate itemized wage statements. On April 19, 2021, Plaintiff filed a first amended complaint which
4 also pursued representative action claims under the Labor Code Private Attorneys General Act of 2004
5 (“PAGA”).

6 **2.2. Class Counsel’s Investigation.** Plaintiff and Defendant met and conferred about the
7 alleged claims. On September 21, 2021, and numerous dates thereafter, Plaintiff and Defendant
8 exchanged information and documents that Plaintiff contended supported the claims and that Defendant
9 contended supported its defenses, including for example an arbitration agreement. The Parties
10 continued engaging in informal discovery, and Defendant provided Plaintiff with additional
11 information about the factual allegations relating to Defendant’s clock-in procedures and work
12 uniforms. Class Counsel continued investigating the alleged claims and also analyzed any defenses
13 raised by Defendant. Plaintiff met and conferred with Defendant about potential underpayments of
14 overtime and additional hours of regular rate wages for meal and rest break violations. Ultimately,
15 Defendant agreed to schedule a mediation to potentially resolve the pled and additionally alleged
16 claims.

17 **2.3. Mediation and Settlement.** On September 26, 2022, the Parties attended a mediation
18 with Tripper Ortman, an experienced mediator knowledgeable of both the wage and hour laws and
19 class and representative action claims at issue in the Action. With the mediator’s assistance and based
20 upon the mediator’s proposal, the Parties were able to agree to settlement terms, which were negotiated
21 in light of all known facts and circumstances—including the uncertainty associated with litigation, the
22 risks of significant delay, and numerous potential appellate issues. The settlement was achieved only
23 after extensive arm’s length negotiations both during and in the weeks leading up to the mediation.

24 **2.4. No Admission of Liability.** Defendant denies all of the allegations made by Plaintiff in
25 the Action, including those to be pled in the operative second amended complaint. Although Defendant
26 denies all of the allegations made by Plaintiff in the Action, Defendant has agreed to settle the Action
27 on the terms and conditions set forth in this Agreement for the sole purpose of avoiding the burden,
28 expense, and uncertainty of continuing the Action.

1 **2.5. Class Counsel’s Evaluation.** Based on Class Counsel’s ongoing investigation and
2 evaluation, Class Counsel is of the opinion that the terms set forth in this Agreement are fair,
3 reasonable, adequate, and in the best interests of Class Members.

4 **2.6. Certification of Settlement Class.** This Agreement is contingent upon the approval and
5 certification by the Court of a class for purposes of settlement. The Parties agree to cooperate and take
6 all steps necessary and appropriate to effectuate all aspects of this Agreement and to obtain a
7 Preliminary Approval Order and then Final Approval Order.

8 **3. NOTICE TO CLASS MEMBERS**

9 **3.1. Administrator.** Plaintiff and Class Counsel shall request that the Court appoint Phoenix
10 Settlement Administrators as the Administrator for purposes of sending notice of the settlement to
11 Class Members.

12 **3.2. Class Data for Administrator.** Within 14 business days of the Preliminary Approval
13 Order, Defendant shall provide to the Administrator each Class Member’s last known mailing address,
14 as well as data sufficient for the Administrator to perform all necessary responsibilities pursuant to this
15 Agreement.

16 **3.3. Mailing of Notice.** Within seven days of receipt of the Class Data, the Administrator
17 shall send Class Notice to each Class Member via First Class U.S. Mail, using the last known mailing
18 address for each Class Member, based on class data provided by Defendant. Any Class Notice returned
19 to the Administrator as undeliverable shall be sent promptly via First Class U.S. Mail to the forwarding
20 address affixed thereto. If no forwarding address is provided, the Administrator shall promptly attempt
21 to determine the correct address using a single skip-trace search and shall then promptly send a single
22 re-mailing. This shall be the sole means of notice to Class Members.

23 **3.4. Proof of Mailing.** The Administrator shall provide Class Counsel and Defendant’s
24 Counsel a declaration of due diligence and proof of mailing with regard to mailing of Class Notice.

25 **4. CLASS MEMBERS’ RESPONSE OPTIONS**

26 **4.1. Consideration Period.** Class Members shall be provided 45 calendar days after the
27 postmark date of the initial mailing of Class Notice to exercise any rights to opt out of the settlement.
28 Except as provided herein, no Class Member responses that are postmarked more than 45 calendar days

1 after the initial mailing of Class Notice shall be considered. The Parties shall do nothing to encourage
2 or solicit Class Members to opt out of or object to the settlement.

3 **4.2. Objection Right and Effect.** Settlement Class Members shall be given the opportunity
4 to object to the terms of the class action settlement. Settlement Class Members may object to the class
5 action settlement by mailing to the Administrator an objection within 45 calendar days after the
6 postmark date of the initial mailing of Class Notice, which describes the objection and states any
7 intention to appear at the final approval hearing. Any Settlement Class Member who does not comply
8 with the objection procedures in the Class Notice shall be deemed to have waived any objections and
9 shall be foreclosed from making any objection, whether by appeal or otherwise, to the settlement.
10 Settlement Class Members who object to the settlement pursuant to the terms of the Class Notice shall
11 remain subject to being bound by the release provisions in this Agreement pursuant to a Final Approval
12 Order and shall remain eligible to receive an Individual Class Payment. Class Members do not have the
13 right to object to the terms of the PAGA settlement.

14 **4.3. Opt-Out Right and Effect.** Class Members shall be given the opportunity to opt out of
15 the settlement. Class Members may opt out of the settlement by mailing to the Administrator a Request
16 for Exclusion, which expresses their desire to be excluded from the Settlement Class. Any Request for
17 Exclusion that does not comply with the procedures in the Class Notice shall be deemed void and
18 ineffective. Class Members who opt out of the settlement pursuant to the terms of the Class Notice shall
19 not receive any Individual Class Payments, shall not be bound by the class action release provisions in
20 this Agreement pursuant to a Final Approval Order, and shall not be permitted to object to the
21 settlement or appeal. If a Class Member submits both a Request for Exclusion and an objection, the
22 Administrator shall attempt to determine whether the Class Member would like to withdraw either the
23 Request for Exclusion or the objection. If the Class Member does not withdraw a Request for
24 Exclusion, or if the Administrator cannot contact the Class Member who submits both a Request for
25 Exclusion and an objection, the Request for Exclusion shall be deemed valid and shall be deemed to
26 invalidate the objection. Class Members do not have the right to opt out of the PAGA settlement.

1 **4.4. Objection Response.** The Administrator must provide a copy of any objection received
2 to Class Counsel and Defendant’s Counsel upon receipt. Either of the Parties may file a response to any
3 written objection no later than five court days before the final approval hearing.

4 **4.5. Defendant’s Right to Terminate.** If more than 5% of Class Members opt out of the
5 class action settlement, then Defendant shall have the right to terminate the Agreement by notifying
6 Plaintiff’s Counsel in writing within seven days of notification that more than 5% of Class Members
7 have opted out of the class. If Defendant exercises the right to terminate the Agreement, Defendant
8 shall be responsible for any Administration Costs incurred to date.

9 **4.6. Proof of Class Members’ Responses.** As soon as practicable after the end of the
10 consideration period, the Administrator shall provide a declaration attesting to (by number of relevant
11 individuals), its mailing of Class Notice, its inability to deliver Class Notice due to invalid addresses,
12 and its receipt of valid Requests for Exclusion or objections. The Administrator shall prepare any
13 supplemental declarations regarding the administration of the settlement, as necessary or as jointly
14 requested by the Parties or the Court.

15 **5. SETTLEMENT PROCEEDS**

16 **5.1. Gross Settlement Amount.** Defendant agrees to pay a non-reversionary Gross
17 Settlement Amount of \$800,000.00. The Gross Settlement Amount was negotiated based on
18 Defendant’s representation that there are approximately 68,817 relevant workweeks from January 2,
19 2017, through August 17, 2022. To the extent that the actual number of relevant workweeks during the
20 Class Period exceeds 68,817 by more than 10.0% (i.e., more than 6,882), the Gross Settlement Amount
21 shall increase on a pro rata basis equal to the percentage increase exceeding 10.0% (e.g., if the actual
22 number were 11.0% greater than 68,817, then the Gross Settlement Amount would be increased by
23 1.0%). Under no other circumstances will Defendant’s payment exceed the Gross Settlement Amount,
24 except that Defendant will make additional payments to the Administrator representing its share of any
25 employer payroll taxes to be paid in connection with the Settlement (e.g., FICA, FUTA, payroll taxes,
26 or any similar tax or charge).

1 **5.1.1. Attorneys’ Fees and Costs.** Class Counsel intends to request—and Defendant
2 agrees not to oppose—that the Court approve an Attorneys’ Fees and Costs Award in the amount of (a)
3 33 $\frac{1}{3}$ % of the Gross Settlement Amount, or \$266,666.67, and (b) litigation costs not to exceed \$20,000.

4 **5.1.2. Class Representative Award.** Class Counsel intends to request—and Defendant
5 agrees not to oppose—that the Court approve a Class Representative Award of \$10,000.00. Any Class
6 Representative Award is supplemental to Plaintiff’s Individual Settlement Payment.

7 **5.1.3. Administration Costs.** Class Counsel intends to request—and Defendant agrees
8 not to oppose—that the Court approve Administration Costs of up to \$14,000.00. The Parties agree to
9 cooperate in the settlement administration process and to make all reasonable efforts to control and
10 minimize Administration Costs.

11 **5.1.4. PAGA Penalty Fund and LWDA Payment.** The Parties allocate \$60,000.00 to
12 the PAGA Penalty Fund, which shall be distributed pursuant to statute with 75% of the PAGA Penalty
13 Fund payable from the Gross Settlement Amount as an LWDA Payment. The remaining 25% of the
14 PAGA Penalty Fund is to be payable from the Gross Settlement Amount as Individual PAGA
15 Payments to PAGA Employees.

16 **5.1.5. Differences in Requested and Approved Payments.** If the Court does not
17 approve the requested amounts for the Attorneys’ Fees and Costs Award, Class Representative Award,
18 or Administration Costs, any requested but unapproved amounts shall be allocated to the Net
19 Settlement Amount. If the Court does not approve the requested amount for the PAGA Penalty Fund,
20 any difference in the requested and approved amount of the resulting LWDA Payment shall either be
21 allocated to the Net Settlement Amount or from the Gross Settlement Amount.

22 **5.2. Net Settlement Amount.** After deducting the approved Attorneys’ Fees and Costs
23 Award, Class Representative Award, Administration Costs, and PAGA Penalty Fund from the Gross
24 Settlement Amount, the Net Settlement Amount shall be allocated entirely to Settlement Class
25 Members.

26 **5.3. Individual Settlement Payments.** Individual Settlement Payments shall be distributed
27 to PAGA Employees and Settlement Class Members, without the need to submit a claim form. The
28 Administrator shall calculate the amounts of payments described below. If a Class Member disputes

1 any employee data, disputes will be resolved and decided by the Administrator, and the Administrator's
2 decision on all disputes will be final and non-appealable.

3 **5.3.1. Individual PAGA Payments.** The 25% portion of the PAGA Penalty Fund shall
4 be distributed to PAGA Employees as Individual PAGA Payments and proportionally allocated among
5 PAGA Employees based on the total number of workweeks for each Settlement Class Member during
6 the PAGA Period. Individual PAGA Payments shall be subject to IRS Form 1099 reporting.

7 **5.3.2. Individual Class Payments.** The Net Settlement Amount shall be distributed to
8 Settlement Class Members as Individual Class Payments and proportionally allocated among
9 Settlement Class Members based on the total number of workweeks for each Settlement Class Member
10 during the Class Period. 10% of Individual Class Payments shall be allocated to wages and subject to
11 IRS Form W-2 reporting; the remainder of Individual Class Payments shall be allocated to interest and
12 penalties and subject to IRS Form 1099 reporting.

13 **5.4. No Tax Advice or Liability.** The Administrator shall issue an IRS Form 1099 to
14 Plaintiff for any Class Representative Award, to Class Counsel for any Attorneys' Fees and Costs
15 Award, to the LWDA for any LWDA Payment, and to the Administrator for any Administration Costs.
16 The Parties have had an opportunity to consult with independent tax counsel. The Parties are not giving
17 any tax advice in connection with the settlement or any payments to be made pursuant to the
18 Agreement. The Parties do not intend anything contained in this Agreement to constitute legal advice
19 regarding the taxability of any amount paid hereunder, nor shall anything in this Agreement be relied
20 upon as such. By participating in the settlement, each Class Member shall agree to be solely and legally
21 responsible for paying any applicable taxes on their respective Individual Settlement Payments and
22 shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest
23 arising as a result of the payments.

24 **5.5. Funding and Distribution.** Within 10 days after the Effective Date, Defendant shall
25 deposit the Gross Settlement Amount with the Administrator. Within 10 days after receiving the
26 deposit, the Administrator shall distribute all amounts to be paid pursuant to the Final Approval Order.
27 Upon completion of administration of the settlement, the Administrator shall provide written
28 certification of such completion to Class Counsel and Defendant's Counsel.

1 **5.6. Undeliverable or Uncashed Checks.** All uncashed or undeliverable settlement checks
2 will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of
3 all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for
4 any expired checks in accordance with the Final Approval Order. The Parties shall request that the
5 Court order that the principal for any expired checks escheat to the State of California’s Unclaimed
6 Property Fund in the name of the Settlement Class Member.

7 **6. RELEASES**

8 **6.1. Releases by Settlement Class Members.** By operation of the entry of the Final
9 Approval Order, and except as to such rights or claims as may be created by this Agreement, all
10 Settlement Class Members fully release Defendant and each Released Party from any and all claims,
11 demands, rights, liabilities and causes of action that were pled in the operative complaint in the Action,
12 or which could have been pled in the operative complaint in the Action based on the factual allegations
13 therein, that arose during the Class Period, including but not limited to causes of action based on any
14 alleged regular rate/overtime rate violations and/or any alleged underpayments associated with
15 overtime and/or meal and/or rest period premiums.

16 **6.2. Releases by LWDA.** By operation of the entry of the Final Approval Order, and except
17 as to such rights or claims as may be created by this Agreement, Plaintiff as a proxy for the State and
18 the LWDA fully release Defendant and each Released Party from any and all PAGA claims that are
19 based on the Labor Code violations pled in the operative complaint in the Action or Plaintiff’s letters to
20 the LWDA dated February 20, 2021 or which could have been pled in the operative complaint in the
21 Action based on the factual allegations therein, that arose during the PAGA Period.

22 **6.3. Additional Release by Plaintiff.** In addition to the above releases applicable to Plaintiff
23 as a Settlement Class Member and PAGA Employee, but excluding the causes of action currently pled
24 in *Wendie Brandt v. Kids Care Dental & Orthodontics et al.*, Sacramento Superior Court Case No. 34-
25 2021-00301208, Plaintiff also generally releases all other claims, known or unknown, in favor of each
26 Released Party, including a waiver of Civil Code section 1542. Plaintiff expressly waives all rights
27 provided by Civil Code section 1542 that Plaintiff may have against each Released Party. Civil Code
28 section 1542 states:

1 A general release does not extend to claims that the creditor or releasing party does not know or
2 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.

3 Plaintiff acknowledges that she has read the entirety of the Agreement, including the above language
4 from the Civil Code, and that she fully understands both the Agreement and Civil Code section 1542.
5 By executing this Agreement, Plaintiff expressly waives any benefits and rights granted pursuant to
6 Civil Code section 1542.

7 **7. COURT APPROVAL**

8 **7.1. Preliminary Approval.** Plaintiff shall submit a motion seeking a Preliminary Approval
9 Order, which would, among other things: (i) preliminarily approve the proposed settlement according
10 to the terms of this Agreement; (ii) set a date for a final approval hearing; and (iii) provide for Class
11 Notice to be sent to Class Members as specified herein.

12 **7.2. Final Approval.** Not later than 16 court days before the date set by the Court for a final
13 approval hearing, or such other time as the Court requires, Plaintiff shall submit a motion seeking a
14 Final Approval Order, which would, among other things: (i) approve the settlement, (ii) deem the terms
15 to be fair, reasonable, and adequate, (iii) approve the releases, (iv) direct that the settlement's terms and
16 provisions be carried out; (v) enter final judgment; and (vi) retain jurisdiction to oversee administration
17 and enforcement of the terms of this Agreement and the Court's orders.

18 **7.3. Effect of Failure to Obtain Final Approval.** In the event the Court effects a material
19 change or fails to enter a Final Approval Order in accordance with this Agreement, or such Final
20 Approval Order is vacated, then this entire Agreement shall be void and unenforceable, subject to the
21 Parties' agreement to the contrary, and the costs of administration shall be split equally between the
22 Parties. The Action shall proceed as if no settlement has been attempted, subject to the Parties'
23 agreement to the contrary, and this Agreement and any documents in furtherance of this Agreement
24 shall be inadmissible in any future proceedings in this Action or any other action.

25 **8. MISCELLANEOUS**

26 **8.1. Entire Agreement.** This Agreement constitutes the entire agreement between the
27 Parties with regard to the subject matter contained herein, and all prior and contemporaneous
28 negotiations and understandings between the Parties shall be deemed merged into this Agreement. The

1 signatories represent that they are fully authorized to enter into this Agreement and are fully authorized
2 to bind the Parties to all terms stated herein.

3 **8.1.1. Counterparts and Signatures.** This Agreement may be executed in
4 counterparts, and when all signatories have signed and delivered at least one such counterpart, each
5 counterpart shall be deemed an original, and when taken together with other signed counterparts, shall
6 constitute one signed Agreement, which shall be binding upon and effective as to all Parties. Any party
7 may sign and deliver this Agreement by signing on the designated signature block and transmitting that
8 signature page via e-mail to counsel for the other party. Any signature transmitted via e-mail shall be
9 deemed an original signature and shall be binding upon the party who transmits the signature page.

10 **8.1.2. Waivers, Modifications, Etc. to Be in Writing.** No waiver, modification, or
11 amendment of the terms of this Agreement, whether purportedly made before or after the Court's
12 approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all
13 Parties and then only to the extent set forth in such written waiver, modification, or amendment, subject
14 to any required Court approval. Any failure by any Party to insist upon the strict performance by the
15 other Party of any of the provisions of this Agreement shall not be deemed a waiver of future
16 performance of the same provisions or of any of the other provisions of this Agreement, and such Party,
17 notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of
18 any and all of the provisions of this Agreement.

19 **8.1.3. Construction.** The determination of the terms and conditions of this Agreement
20 has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this
21 Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be,
22 construed against any party by virtue of draftsmanship. The captions of paragraphs of this Agreement
23 have been inserted for convenience of reference only and shall have no effect upon the construction or
24 interpretation of any part of this Agreement.

25 **8.1.4. Invalidity of Any Provision.** Before declaring any provision of this Agreement
26 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible so as
27 to render all provisions of this Agreement valid and enforceable.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PLAINTIFF

Wendie Brandt

ID UEW2kFSQTwaCKytPdy9Ftqic

Dated: April 5, 2023

Wendie Brandt

COUNSEL FOR PLAINTIFF AND CLASS

Simon L. Yang

Dated: April 6, 2023

Larry W. Lee
Simon L. Yang
DIVERSITY LAW GROUP, P.C.

DEFENDANT

Michael Gorman
Kids Care Dental & Orthodontics

Dated: April __, 2023

COUNSEL FOR DEFENDANT

Maureen K. Bogue
Noah Levin
PACIFIC EMPLOYMENT LAW, INC.

Dated: April __, 2023

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PLAINTIFF

Dated: April ___, 2023

Wendie Brandt


COUNSEL FOR PLAINTIFF AND CLASS

Dated: April ___, 2023

Larry W. Lee
Simon L. Yang
DIVERSITY LAW GROUP, P.C.

DEFENDANT

Dated: April 11, 2023



Michael Gorman
Kids Care Dental & Orthodontics

COUNSEL FOR DEFENDANT

Dated: April 11, 2023



Maureen K. Bogue
Noah Levin
PACIFIC EMPLOYMENT LAW, INC.