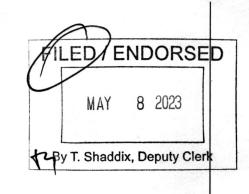
1 DIVERSITY LAW GROUP, P.C. Larry W. Lee (State Bar No. 228175) lwlee@diversitylaw.com Simon L. Yang (State Bar No. 260286) 3 sly@diversitylaw.com 515 South Figueroa Street, Suite 1250 Los Angeles, California 90071 Telephone: (213) 488-6555 5 Facsimile (213) 488-6554 6 WEBBER LAW GROUP Kelsey A. Webber (State Bar No. 303721) 7 Kelsey.Webber@WebberLawGroup.com 1610 R. Street, Suite 300 8 Sacramento, California 95811 Telephone: (916) 588-0683 9 Attorneys for Plaintiff and the Class 10 11 12 13 14 private attorney general, 15 Plaintiff, 16 VS. 17 KIDS CARE DENTAL & ORTHODONTICS, a California corporation; and DOES 1 through 50, 18 inclusive, 19 Defendants. 20 21 22 23 24



SUPERIOR COURT OF THE STATE OF CALIFORNIA

## FOR THE COUNTY OF SACRAMENTO

WENDIE BRANDT, as an individual and on Case No. 34-2021-00296816 behalf of all others similarly situated, and as a

[Assigned for all purposes to Department 25, Hon. Jill H. Talley

## (PROPOSED) ORDER GRANTING MOTION FOR APPROVAL OF CLASS **ACTION SETTLEMENT**

Date: Time:

Department:

May 5, 2023

9:00 a.m.

Complaint Filed:

September 1, 2021

APR 1 3 2023

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[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT



Plaintiff's motion for an Order Granting Preliminary Approval of Class Action Settlement was filed with the Court on April 13, 2023, and a hearing was held before this Court on May 5, 2023.

## I. RECITALS

- 1. On March 18, 2021, Plaintiff initiated this class and Labor Code Private Attorneys

  General Act of 2004 ("PAGA") action. The operative complaint pursues class action and representative action claims for Defendant's alleged failures to pay all minimum wages and overtime, to pay an additional hour of regular rate wages for failures to provide meal and rest breaks, to furnish accurate itemized wage statements, and to reimburse business expenses.
- 2. On September 26, 2022, the Parties attended a mediation with Tripper Ortman. With the mediator's assistance and based on a mediator's proposal, the Parties were able to negotiate the settlement terms in the Joint Stipulation of Class Action and PAGA Settlement (the "Agreement").

## II. FINDINGS

- 3. The Court conditionally certifies the following Class: all current and former non-exempt employees of Defendant, Reeves. D.D.S. and Lavalley, D.D.S., a Dental Corporation d/b/a Kids Care Dental & Orthodontics in the State of California at any time from September 16, 2016, through September 26, 2022 (the "Class Period") who did not sign a separation agreement during the Class Period.
- 4. The Court hereby approves the terms and conditions provided for in the Agreement. The Court finds that on a preliminary basis the Agreement falls within the range of reasonableness of a settlement and appears to be presumptively valid, subject to any objections that may be raised at the final fairness hearing and subject to final approval by the Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when balanced against the uncertain outcome of further litigation relating to liability and damages issues. It also appears that investigation, research, and proceedings have been conducted so that counsel for the Parties are able to reasonably evaluate their respective positions. It appears to the Court that 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 action. It also appears that settlement has been reached as a result of intensive, serious, and non-collusive arms-length negotiations.

After considering the papers and evidence, arguments of counsel, and all other matters presented to the Court, and having taken the matter under submission, **IT IS HEREBY ORDERED** as follows:

- 5. The Court grants preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement (the "Agreement") submitted by the Parties. The Agreement appears to be fair, adequate, and reasonable to the Class.
- 6. The Court appoints and designates: (a) Plaintiff, Wendie Brandt, as Class Representative, and (b) Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. and Kelsey A. Webber of Webber Law Group as Class Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents required by, or which may be given, pursuant to the Agreement, and such other acts reasonably necessary to finalize the Agreement and its terms. Any Class Member may enter an appearance through his or her own counsel at such Class Member's own expense. Any Class Member who does not enter an appearance or appear on his or her own behalf will be represented by Class Counsel.
- 7. A final fairness hearing on the question of whether the proposed Agreement, the allocation of payments to Class Members, attorneys' fees and costs to Class Counsel, the payment to the Labor Workforce & Development Agency, and the Class Representative Award should be finally approved as fair, reasonable, and adequate as to the members of the Class is set for , 2023, at 9:00 a.m. in this Court.
- 8. The Court hereby approves, as to form and content, the Notice of Class Action Settlement ("Class Notice"), which is attached as Exhibit A to the Agreement. The Court finds that distribution of the Class Notice to Class Members substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process and shall constitute due and sufficient notice to all parties entitled thereto.
- 9. The Court appoints and designates Phoenix Settlement Administrators as the Administrator. The Court hereby directs the Administrator to provide the approved Class Notice to Class Members using the procedures set forth in the Agreement.

- 10. Any Class Member may choose to opt out of and be excluded from the settlement as provided in the Agreement and Class Notice and by following the instructions for requesting exclusion. Any person who timely and properly opts out of the settlement will not be bound by the Agreement or have any right to object, appeal, or comment thereon. Any request for exclusion must be in writing and signed by each such Class Member opting out and must otherwise comply with the requirements delineated in the Class Notice. Class Members who have not requested exclusion by submitting a valid and timely request for exclusion shall be bound by all determinations of the Court, the Agreement, and Judgment.
- 11. Any Class Member may object to the Agreement or express his or her views regarding the Agreement. Any Class Member may present evidence and file briefs or other papers relevant to the issues to be heard and determined by the Court as provided in the Class Notice.
- 12. A Motion for Final Approval shall be filed by the Class Representatives no later than sixteen (16) court days before the final fairness hearing.
- 13. The Court reserves the right to adjourn or continue the date of the final fairness hearing and all dates provided for in the Agreement without further notice to the Class. The Court retains jurisdiction to consider all further applications arising out of or connected with the Agreement.
- 14. Should for whatever reason final approval is not granted, the fact that the Parties were willing to stipulate to certification of a class as part of the settlement shall have no bearing on the issue of whether a class should be certified in a non-settlement centext.

IT IS SO ORDERED.

DATED: 5 6 , 2023

HONORABLE JILL H. TALLEY