

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: NAME: Douglas Han (SBN 232858) FIRM NAME: JUSTICE LAW CORPORATION STREET ADDRESS: 751 N. Fair Oaks Avenue, Suite 101 CITY: Pasadena STATE: CA ZIP CODE: 91103 TELEPHONE NO.: 818-230-7502 FAX NO.: 818-230-7259 E-MAIL ADDRESS: doug@justicelawcorp.com ATTORNEY FOR (name): Plaintiff Summer Huber	<b>FOR COURT USE ONLY</b>     CASE NUMBER: 30-2023-01354711-CU-OE-CXC  JUDICIAL OFFICER: Randall J. Sherman
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b> STREET ADDRESS: 751 West Santa Boulevard MAILING ADDRESS: 751 West Santa Boulevard CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: Civil Complex Center	
PLAINTIFF/PETITIONER: Summer Huber DEFENDANT/RESPONDENT: Evolve Dental Technologies, Inc. OTHER:	DEPT: Dept. CX-105
<b>PROPOSED ORDER (COVER SHEET)</b>	

**NOTE:** This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:  
 Plaintiff Summer Huber

2. Title of the proposed order:

[Proposed] Amended Order Preliminarily Approving Class Action Settlement and Setting Hearing for Final Approval of Settlement

3. The proceeding to which the proposed order relates is:

a. Description of proceeding: Hearing on Plaintiff's Motion for Preliminary Approval of Class Action Settlement

b. Date and time: March 14, 2024; 10:00 a.m.

c. Place: Department CX-105

4. The proposed order was served on the other parties in the case.

Douglas Han

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY)

1 DOUGLAS HAN (SBN 232858)  
SHUNT TATAVOS-GHARAJEH (SBN 272164)  
2 HAIG HOGDANIAN (SBN 334699)  
3 **JUSTICE LAW CORPORATION**  
751 N. Fair Oaks Avenue, Suite 101  
4 Pasadena, California 91103  
Telephone: (818) 230-7502  
5 Facsimile: (818) 230-7259

6 *Attorneys for Plaintiff*

7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF ORANGE**

10 SUMMER HUBER, individually, and on  
behalf of other members of the general public  
11 similarly situated;

12 Plaintiff,

13 v.

14 EVOLVE DENTAL TECHNOLOGIES, INC.,  
15 a California corporation; and DOES 1 through  
100, inclusive;

16 Defendants.  
17

Case No.: 30-2023-01354711-CU-OE-CXC

Assigned for All Purposes to:  
Honorable Randall J. Sherman  
Department CX-105

**CLASS ACTION**

**~~[PROPOSED] AMENDED ORDER~~**  
**PRELIMINARILY APPROVING CLASS**  
**ACTION SETTLEMENT AND SETTING**  
**HEARING FOR FINAL APPROVAL OF**  
**SETTLEMENT**

**[Reservation ID: 74337113]**

**RELATED TO ROA NO. 73**

Hearing Date: March 14, 2025  
Hearing Time: 10:00 a.m.  
Hearing Place: Department CX-105

Complaint Filed: October 9, 2023  
FAC Filed: February 6, 2024  
SAC Filed: May 21, 2024  
Trial Date: None Set

1 The Motion for Preliminary Approval of Class Action Settlement came before this Court,  
2 the Honorable Randall J. Sherman presiding, on March 14, 2025 at 10:00 a.m. The Court, having  
3 considered the papers submitted in support of the Motion for Preliminary Approval of Class  
4 Action Settlement, **ORDERS THE FOLLOWING:**

5 1. This Order incorporates by reference the definitions in the Joint Stipulation of  
6 Class Action and PAGA Settlement and Amendment to the Joint Stipulation of Class Action and  
7 PAGA Settlement (collectively, known as the “Settlement Agreement,” “Settlement,” or  
8 “Agreement”), and all terms defined therein shall have the same meaning in this Order as set  
9 forth in the Settlement. The Settlement Agreement is comprised of the Notice of Class Action  
10 Settlement (“Class Notice”) and Request for Exclusion Form (“Exclusion Form”). The  
11 Settlement Agreement is attached as **Exhibits 2 and 3** to the Supplemental Declaration of  
12 Douglas Han concurrently filed herewith.

13 2. It appears to the Court on a preliminary basis the Settlement is fair, adequate, and  
14 reasonable. The Court recognizes the value of the monetary recovery provided to all Class  
15 Members and finds such recovery is fair, adequate, and reasonable when balanced against further  
16 litigation related to liability and damages issues. It appears the Parties conducted significant  
17 investigation, discovery, and research such that the Parties’ counsel can reasonably evaluate their  
18 respective positions at this time. It further appears to the Court the Settlement, at this time, will  
19 avoid substantial additional costs by all Parties, as well as avoid the risks and delay inherent in  
20 further prosecution of this case. It also appears the Parties reached the Settlement as the result of  
21 intensive, serious, and non-collusive, arm’s-length negotiations facilitated by an experienced and  
22 neutral mediator. Thus, the Court finds on a preliminary basis the Settlement appears to be  
23 within the range of reasonableness of a settlement that could be granted final approval by this  
24 Court. The Motion for Preliminary Approval of Class Action Settlement is hereby **GRANTED.**

25 ///

26 ///

27 ///

1           3.       The following persons are conditionally certified as “Class Members” or the  
2 “Class” for Settlement purposes only: all current and former hourly-paid or non-exempt  
3 employees of Defendant Evolve Dental Technologies, Inc. (“Defendant”) within the State of  
4 California at any time during the period from October 9, 2019 through August 6, 2024 or the  
5 date of preliminary approval, whichever date is earlier. The “Participating Class Members”  
6 means all Class Members who do not submit valid and timely requests to exclude themselves  
7 from the Settlement.

8           4.       The “Eligible Aggrieved Employees” means the allegedly aggrieved employees  
9 eligible to recover settlement funds from the Private Attorneys General Act of 2004 (“PAGA”)  
10 Payment consist of all current and former hourly-paid or non-exempt employees of Defendant  
11 within the State of California at any time during the period from October 9, 2022 through August  
12 6, 2024 or the date of preliminary approval, whichever date is earlier.

13           5.       The Class satisfies the certification requirements of a class because the Class  
14 Members are readily ascertainable, and a well-defined community of interest exists in the  
15 questions of law and fact affecting the Parties.

16           6.       Plaintiff Summer Huber (“Plaintiff”) is appointed as the class representative.

17           7.       Justice Law Corporation is appointed as Class Counsel.

18           8.       The Parties’ proposed notice plan is constitutionally sound and approved as the  
19 best notice practicable. The proposed Class Notice, attached hereto as **Exhibit A**, is sufficient to  
20 inform Class Members of the terms of the Settlement Agreement, their rights to receive  
21 monetary payments under the Settlement Agreement, and date and location of the Final Approval  
22 Hearing. In addition, the Class Notice fairly, plainly, accurately, and reasonably informs Class  
23 Members of: (a) nature of the action, definition of the Class, identity of Class Counsel, and  
24 material terms of the Settlement; (b) Plaintiff’s and Class Counsel’s application for the Attorney  
25 Fee Award, Cost Award, and Class Representative Enhancement Payment; (c) formulas used to  
26 determine settlement payments; (d) Class Members’ right to appear through counsel if they  
27 desire; (e) how to object to or submit a request for exclusion from the Settlement; and (f) how to

1 obtain additional information regarding this case and the Settlement. The Court finds the notice  
2 requirements of California Rule of Court, rule 3.769, subdivision (f) are satisfied and that the  
3 Class Notice adequately advises Class Members of their rights under the Settlement. The Parties'  
4 counsel are authorized to correct any typographical errors in the Class Notice and make  
5 clarifications, to the extent the same are found or needed, so long as such corrections do not  
6 materially alter the substance of the Class Notice and other notice documents.

7         9. The rights of any potential dissenters to the Settlement are adequately protected in  
8 that they may exclude themselves from the Settlement Agreement. To exclude themselves,  
9 dissenters must follow the procedures outlined in the Settlement Agreement and Class Notice.  
10 The Exclusion Form is attached hereto as **Exhibit B**. The Class Notice and Exclusion Form are  
11 known as the "Notice Packet".

12         10. The Court preliminarily approves the settlement of claims under Labor Code  
13 section 2698 (PAGA) according to the terms and conditions in the Settlement Agreement.

14         11. The Court finds the notice of settlement Plaintiff provided to the California Labor  
15 and Workforce Development Agency ("LWDA") satisfies the notice requirements of Labor  
16 Code section 2699(1)(2).

17         12. Apex Class Action Administration is appointed to act as the Settlement  
18 Administrator. The Settlement Administrator is ordered to carry out the settlement according to  
19 the terms of the Agreement and in conformity with this Order, including disseminating the  
20 Notice Packet according to the notice plan described in the Agreement. The Notice Packet will  
21 be mailed in English, meaning a translation will not be necessary.

22         13. Within twenty (20) calendar days after entry of the Preliminary Approval Order,  
23 Defendant shall deliver the Class Data to the Settlement Administrator. The Settlement  
24 Administrator will conduct a National Change of Address Database search for all Class Members  
25 to obtain the most up-to-date address information.

26 ///

27 ///



1           18. As of the Effective Date and upon the fulfillment of Defendant’s payment  
2 obligations set forth in the Settlement Agreement, the LWDA, and any other representative,  
3 proxy, or agent thereof, including Plaintiff and Eligible Aggrieved Employees, will be bound by  
4 a release of all claims and causes of action falling under the PAGA Released Claims occurring  
5 during the PAGA Period. The PAGA Released Claims is effective regardless of whether the  
6 Eligible Aggrieved Employee submits a valid and timely Exclusion Form.

7           19. The Released Parties include Defendant and its past, present, and future agents,  
8 employees, servants, officers, directors, partners, trustees, representatives, shareholders,  
9 attorneys, parents, subsidiaries, equity sponsors, related corporations, divisions, joint venturers,  
10 assigns, predecessors, successors, assigns, service providers, insurers, reinsurers, consultants,  
11 subcontractors, joint employers, employee benefit plans and fiduciaries thereof, affiliated  
12 organizations, accountants, legal representatives, and/or all persons acting under, by, through or  
13 in concert with Defendant.

14           20. The Parties are ordered to carry out the settlement according to the terms of the  
15 Settlement. If the Settlement does not become final and effective, the fact the Parties were  
16 willing to stipulate to certification of the Class as part of the Settlement shall have no bearing on  
17 and shall not be admissible or used in any way in connection with the question of whether the  
18 Court should certify any claims in a non-settlement context in this case or in any other lawsuit.

19           21. ~~To the extent permitted by law, pending a determination as to whether the~~  
20 ~~Settlement should be finally approved, Participating Class Members, whether directly,~~  
21 ~~representatively, or in any other capacity, whether or not such persons have appeared in this case,~~  
22 ~~shall not institute or prosecute any of the released claims against the Released Parties.~~

23           22. Pending further orders of this Court, all proceedings in this matter, except those  
24 contemplated in this Order and Settlement Agreement, are stayed.

25 ///

26 ///

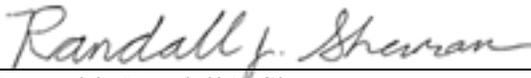
27 ///

1 23. The proposed dates for future events contemplated herein and under the  
2 Settlement Agreement are set forth below:

3 a.	Deadline for Defendant to deliver Class Data to Settlement Administrator	Within twenty (20) calendar days after entry of the Preliminary Approval Order
4 b.	Deadline for Settlement Administrator to mail the Notice Packet to Class Members	Within twenty-one (21) calendar days after receiving the Class Data
5 c.	Deadline for Class Members to postmark requests for exclusion, written objections, and written disputes to the Settlement Administrator	Within sixty (60) calendar days from the initial mailing of the Notice Packet
6 d.	Deadline for Class Members to postmark requests for exclusion, written objections, and disputes to the Settlement Administrator if they receive remailed Notices Packets	Within an additional ten (10) calendar days from the original Response Deadline
7 e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, Attorney Fee Award, Cost Award, and Class Representative Enhancement Payment	Sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005
8 f.	Final Approval Hearing	August 22, 2025 at 10:00 a.m. in Department CX-105

9  
10  
11  
12  
13  
14  
15  
16 **IT IS SO ORDERED.**

17  
18 Dated: **March 14, 2025**

  
Honorable Randall J. Sherman  
Judge of the Superior Court

# **EXHIBIT A**

**NOTICE OF CLASS ACTION AND PAGA SETTLEMENT**

*A court authorized this notice. This is not a solicitation.*

*This is not a lawsuit against you, and you are not being sued.*

*However, your legal rights are affected by whether you act or don't act.*

**TO: All current and former hourly-paid or non-exempt employees of Defendant Evolve Dental Technologies, Inc. (“Defendant”) within the State of California at any time during the period from October 9, 2019 through August 6, 2024.**

The Superior Court of California, County of Orange, has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned action (“Class Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action and PAGA Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from October 9, 2019 through August 6, 2024.

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

**YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY AS IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.**

**WHAT INFORMATION IS IN THIS NOTICE**

- 1. Why Have I Received This Notice?..... Page 2
- 2. What Is This Case About?..... Page 2
- 3. Am I a Class Member?..... Page 3
- 4. How Does This Class Action Settlement Work?..... Page 3
- 5. Who Are the Attorneys Representing the Parties?..... Page 3
- 6. What Are My Options? ..... Page 4
- 7. How Do I Opt Out or Exclude Myself From This Settlement?..... Page 5
- 8. How Do I Object to the Settlement? ..... Page 5
- 9. How Does This Settlement Affect My Rights? ..... Page 6
  - A. Released Claims ..... Page 6
  - B. PAGA Released Claims..... Page 7
  - C. Effective Date..... Page 7
- 10. How Much Can I Expect to Receive From This Settlement?..... Page 7
- 11. What is the PAGA Payment and Am I Eligible for It?..... Page 8
- 12. How Will the Attorneys for the Class and the Class Representative Be Paid? ..... Page 9
- 13. Final Approval Hearing..... Page 10

## **1. Why Have I Received This Notice?**

The personnel records of Defendant indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Claims from October 9, 2019 through August 6, 2024 ("Class Period"), and all Eligible Aggrieved Employees' PAGA Released Claims from October 9, 2022 through August 6, 2024 ("PAGA Period"), as described in Section No. 9 below.

A Preliminary Approval Hearing was held on [REDACTED] in the Superior Court of California, County of Orange. The Court conditionally certified the Class for settlement purposes only and directed you to receive this Notice. The Court determined only there is sufficient evidence to suggest the proposed settlement might be fair, adequate, and reasonable, and any final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [REDACTED] at [REDACTED] before Honorable Randall Sherman in Department CX-105 at the Superior Court of California, County of Orange, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701.

## **2. What Is This Case About?**

On October 9, 2023, Plaintiff Summer Huber ("Plaintiff"), a former employee of Defendant, provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the Labor Code she contends were violated and the theories supporting her contentions.

On October 9, 2023, Plaintiff filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Orange. The lawsuit alleged violation of: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code section 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (non-compliant wage statements); (7) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (8) Business & Professions Code section 17200.

On February 6, 2024, Plaintiff filed a First Amended Complaint adding a cause of action for violation of Labor Code section 2698 (Private Attorneys General Act of 2004 ("PAGA")).

Defendant denies each and every allegation made by Plaintiff, denies that it is liable at all to Plaintiff or any other Class Member, and asserts it complied with all applicable laws, including the Labor Code.

Plaintiff and Defendant ("Parties") remotely attended mediation on May 6, 2024 with the mediator Jeffrey P. Fuchsman at which the Parties were able to reach a settlement of the Class Action via a mediator's proposal. In line with the settlement, on May 21, 2024, Plaintiff filed a Second Amended Complaint adjusting the "class" and "aggrieved employee" definitions, as alleged.

Defendant's agreement to settle the Class Action does not mean that Defendant admits any liability or wrongdoing or that it employed Plaintiff or any Class Member, which Defendant vehemently denies. Moreover, the Court has not made any determination as to whether the claims asserted by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant. Instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

-2-

Questions? Call the Settlement Administrator toll free at [REDACTED]



***Important Note: Defendant will take no action for or against you, including no retaliatory action with respect to your employment if you are a current employee, for your decision to participate or not participate in this Settlement.***

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become a participating member of the Class in this lawsuit and will receive an Individual Settlement Share based on the total number of workweeks you were employed as an hourly-paid or non-exempt California employee of Defendant during the Class Period. You will release all the Released Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Claims, as defined in Section No. 9 below. Class Members who do not submit a valid and timely request to exclude themselves from the Settlement are known as “Participating Class Members”.
  
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out”, which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Share and you will not give up the right to sue the Released Parties, including Defendant, for any of the Released Claims as defined in Section No. 9 below. If you do “opt out”, you will still receive a portion of the PAGA Payment (defined below). Furthermore, your right to pursue a PAGA lawsuit based on the claims released as part of the PAGA Released Claims will be extinguished, regardless of whether you opt out.
  
- **OBJECT:** You may file an objection to the proposed Settlement. You also have the right to appear at the Final Approval Hearing to orally object to the proposed Settlement. If you would like to object, you may not opt out of this Settlement. If you submit both an Exclusion Form and written objection to the Settlement Administrator prior to the Response Deadline, the Settlement Administrator will first attempt to contact you to determine if you intended to submit only the Exclusion Form or written objection. If the Settlement Administrator is unable to contact you within ten (10) calendar days of receiving both the Exclusion Form and written objection or you fail to respond to the Settlement Administrator within ten (10) calendar days of being contacted, then only the Exclusion Form will be deemed valid. Your written objection will be deemed invalid, and you will no longer be considered a member of the Class, will not receive your Individual Settlement Share, and will not be bound by the Released Claims. But you will still receive your portion of the PAGA Payment, and your right to pursue a PAGA claim arising from the applicable time period will be extinguished.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself From This Settlement?” and “How Do I Object To The Settlement?”

## ***7. How Do I Opt Out Or Exclude Myself From This Settlement?***

If you do not wish to participate in the Settlement, you may be excluded from the Settlement by sending a timely exclusion form. The Request for Exclusion Form (“Exclusion Form”) has been provided to you along with this Notice, which can be used for this purpose. Alternatively, you can submit your own written document that includes this same information. If you opt out of the Settlement, you will not be releasing the Released Claims set forth in Section 9. The Exclusion Form must be signed, dated, and mailed by first-class U.S. Mail, postmarked

within [REDACTED] to: HUBER V. EVOLVE DENTAL TECHNOLOGIES, INC. C/O [SETTLEMENT ADMINISTRATOR], [ADDRESS]. You cannot exclude yourself by phone.

**Eligible Aggrieved Employees May Not Opt Out of the PAGA Portion of the Settlement.** Notwithstanding the foregoing, you do not have the right to opt out or otherwise exclude yourself from the PAGA portion of the Settlement, which releases the PAGA Released Claims. If you submit a valid and timely request for exclusion, you will still receive your share of the PAGA Payment and will release the PAGA Released Claims.

If you receive a remailed Class Notice, whether by skip-trace or forwarded mail, you will have an additional ten (10) calendar days from the above-mentioned date to postmark an Exclusion Form or an objection to the Settlement. The envelope should indicate whether the Class Notice has been forwarded or remailed. We encourage you to keep copies of all documents, including the envelope, if the deadline is challenged.

The Court will exclude any Class Member who submits a complete and timely Exclusion Form. The Exclusion Form shall unambiguously state that the Class Member wishes to exclude himself or herself from the Settlement and must also: (1) include the Class Member's name, address, and the last four digits of the Social Security number; (2) be addressed to the Settlement Administrator; (3) be signed by the Class Member or his or her lawful representative; and (4) be postmarked within [REDACTED]. Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely Exclusion Form on or before the above-specified deadline shall be bound by all terms of the Settlement, release, and any Judgment entered in the Class Action if the Settlement receives final approval from the Court.

You are responsible for ensuring the Settlement Administrator receives any Exclusion Form you submit.

#### **8. *How Do I Object To The Settlement?***

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing an objection to the Settlement Administrator at [REDACTED] by [REDACTED]. The objection must: (1) be signed by the objecting Class Member or his or her lawful representative; (2) include the objecting Class Member's full name, address, telephone number, and the last four digits of the Social Security number, as well as the name and address of counsel, if any; (3) include the words "Notice of Objection" or "Formal Objection;" (4) state the case name and case number; (5) provide a concise, factual written statement of the reasons for objecting; and (6) include a statement indicating whether the objecting Class Member (or someone on his or her behalf) intends to appear at the Final Approval Hearing.

Class Members may (but are not required to) appear at the Final Approval Hearing, either in person or through their own counsel, at their own expense, and may orally object to the Settlement. Class Members' valid and timely written objections to the Settlement will still be considered even if the objector does not appear at the Final Approval Hearing. Class Members are permitted to make objections without a showing of good cause at the Final Approval Hearing, in person or through counsel, whether or not they submit a written objection.

Absent good cause found by the Court, Class Members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. Again, to be valid and effective, any written objections must be mailed to the Settlement Administrator postmarked on or before [REDACTED]. If the Court rejects the objection, the Class Member will receive an Individual Settlement Share and will be bound by the terms of the Settlement.



### C. Effective Date.

The “Effective Date” is defined as the date when the Court enters the order granting final approval. If an objection is made but no appeal is filed and the objection is overruled, then the Effective Date will be the date on which the time to file an appeal is exhausted. If an appeal is filed, but the settlement is upheld on appeal, then the Effective Date will be the date the final judgment becomes final and the time to file an appeal has been exhausted.

#### **10. How Much Can I Expect to Receive From This Settlement?**

The fixed total non-reversionary amount Defendant shall be required to pay under the Settlement shall be up to \$300,000 (“Gross Settlement Amount” or “GSA”).

The “Net Settlement Amount” or “NSA” means the portion of the Gross Settlement Amount available for distribution to Participating Class Members after the deduction of the following:

- (1) Attorney Fee Award not to exceed one-third (1/3) of the GSA, or \$100,000, paid to Class Counsel as the attorneys’ fees;
- (2) Cost Award not to exceed \$15,000 paid to Class Counsel as litigation costs;
- (3) Class Representative Enhancement Payment not to exceed \$10,000 to Plaintiff in recognition of the work and efforts in obtaining benefits for the Class, for undertaking the risk of paying litigation costs in the event the Class Action had not successfully resolved, and general release of all claims;
- (4) Administration Costs not to exceed \$7,500 to the Settlement Administrator; and
- (5) PAGA Payment not to exceed \$30,000 to the LWDA and Eligible Aggrieved Employees.

These payments are each subject to court approval.

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed among all Participating Class Members. The Settlement Administrator will pay an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is calculated by: (1) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members during the Class Period; and (2) multiplying the result by each Participating Class Member’s workweeks during the Class Period. One day worked in a given week will be credited as a week for the purposes of this calculation. The value of each Individual Settlement Share is tied to the number of weeks the Participating Class Member worked during the Class Period.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until the time during which Class Members may object to or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [REDACTED], less taxes. This is based on Defendant’s records that show you worked [REDACTED] workweeks during the Class Period.

If you believe the number of eligible workweeks is incorrect, you may dispute this information by mailing a written explanation and/or documentation providing contrary information to the Settlement Administrator at [REDACTED] on or before [REDACTED]. The Settlement Administrator will evaluate any evidence you submit and will make the initial decision as to the number of eligible workweeks with which you should be credited. The Court will have the right to review the Settlement Administrator's decision and will make the final determination. In other words, the Court will resolve any workweek disputes not otherwise resolved by the Settlement Administrator and the Parties.

Thirty-three and one-third percent (33.33%) of your Individual Settlement Share will be treated as wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Share only and reported on an IRS Form W-2. Sixty-six and two-third percent (66.67%) of your Individual Settlement Share will be treated as penalties and interest, and you will be paid pursuant to an IRS Form 1099. Defendant's share of employer payroll taxes will be paid by Defendant separate from and in addition to the Gross Settlement Amount.

Defendant is expected to fund the Gross Settlement Amount within forty-five (45) calendar days after the Effective Date (defined in Section No. 9). Your Individual Settlement Share will be calculated and distributed within fourteen (14) calendar days after the funding of the Settlement.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the Individual Settlement Share to the California State Controller's Unclaimed Property Division in accordance with California Unclaimed Property Law.

#### ***11. What is the PAGA Payment and Am I Eligible for it?***

Under the terms of the Settlement, \$30,000 has been set aside as a PAGA Payment. This portion is the total amount of civil penalties collected on behalf of the State of California. Seventy-five percent (75%) of the PAGA Payment (\$22,500) will be sent to the LWDA as required by the PAGA statute. Eligible Aggrieved Employees will share the remaining twenty-five percent (25%) of the PAGA Payment (\$7,500) based on the number of pay periods they worked during the PAGA Period.

You are an aggrieved employee eligible to recover settlement funds from the PAGA Payment ("Eligible Aggrieved Employee") if you are a current or former hourly-paid or non-exempt employee of Defendant within the State of California at any time during the period from October 9, 2022 through August 6, 2024.

The Settlement Administrator shall pay each Eligible Aggrieved Employee according to his or her proportional share of the PAGA Payment allocated to the Eligible Aggrieved Employees, which will be based upon the total number of pay periods during which the Eligible Aggrieved Employee was employed during the PAGA Period. Each individual share will be calculated by: (1) dividing the amount of the Eligible Aggrieved Employees' twenty-five percent (25%) share of PAGA Payment (\$7,500) by the total number of pay periods worked by all Eligible Aggrieved Employees during the PAGA Period; and (2) multiplying the result by each Eligible Aggrieved Employee's pay periods during the PAGA Period.

Based on the total number of pay periods during the PAGA Period during which you were employed, your Individual Settlement Share from the PAGA Payment is \$ [REDACTED]. This is based on Defendant's records that show you worked [REDACTED] pay periods during the PAGA Period. One hundred percent (100%) of this payment will be considered penalties and shall be reported by IRS Form 1099. You are responsible for paying any federal, state, or local taxes owed because of this payment.

If you believe the number of pay periods with which you have been credited is incorrect, you may dispute this information by mailing a written explanation and/or documentation providing contrary information to the Settlement Administrator at [REDACTED] on or before [REDACTED]. The Settlement Administrator will evaluate any evidence you submit and will make the initial decision as to the number of pay periods with which you should be credited. The Court will have the right to review the Settlement Administrator's decision and will make the final determination. In other words, the Court will resolve any pay period disputes not otherwise resolved by the Settlement Administrator and the Parties.

Because these penalties can only be sought by the State of California, you cannot exclude yourself from the PAGA portion of the Settlement if the Court gives final approval.

If you are not an Eligible Aggrieved Employee, this Section does not apply to you.

## **12. How Will the Attorneys for the Class and the Class Representative Be Paid?**

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed one-third (1/3) of the Gross Settlement Amount, or \$100,000, as the Attorney Fee Award and an amount not to exceed \$15,000 as the Cost Award.

Defendant's costs and attorneys' fees are not paid out of the Settlement.

As set forth in Section No. 10 above, Plaintiff will also be paid a Class Representative Enhancement Payment, subject to Court approval.

## **13. Final Approval Hearing**

The Court will hold a Final Approval Hearing concerning the proposed Settlement on [REDACTED] at [REDACTED] before Honorable Randall Sherman in Department CX-105 at the Superior Court of California, County of Orange, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701. You are not required to appear at this hearing. Any changes to the hearing date will be available on the Settlement Administrator's website [REDACTED].

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact Class Counsel or Defendant's counsel, both listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the "Evolve Dental Technologies, Inc. Class Action Settlement".

This Notice does not contain all the terms of the proposed Settlement or all the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Superior Court of California, County of Orange, at 751 West Santa Ana Boulevard, Santa Ana, California 92701 between 8:30 a.m. and 4:00 p.m. or by visiting the website <https://www.occourts.org/> and clicking on the "Online Services"

tab, then the “Case Access” subtab, then the link for “Civil Case & Document Access”. Once at this screen, you must read the “Information Disclaimer” and click on “Accept Terms”. You must then input the Case No. “30-2023-01354711-CU-OE-CXC”, the year the case was filed, which is “2023”, confirm that you are not a robot, and click “Search”. Then click on the “Register of Actions” tab and scroll down to the document containing the full Settlement, titled [REDACTED] filed by Plaintiff on [REDACTED]. Click on the blank box next to this document and then click on the “Cart” tab. Finally, click on “Checkout” to purchase the document.

You may also contact Class Counsel by visiting Justice Law Corporation at 751 North Fair Oaks Avenue, Suite 101, Pasadena, California 91103 during regular business hours, from 9:00 a.m. to 6:00 p.m., or by calling (818) 230-7502. Class Counsel will provide you with an electronic copy of the Settlement documents or case documents free of charge.

**PLEASE DO NOT TELEPHONE THE COURT OR COURT’S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.**

# **EXHIBIT B**

**REQUEST FOR EXCLUSION FORM**  
Superior Court of California, County of Orange  
*Huber v. Evolve Dental Technologies, Inc.*  
Case No. 30-2023-01354711-CU-OE-CXC

**DO NOT SIGN OR SEND THIS DOCUMENT UNLESS YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT. IF YOU EXCLUDE YOURSELF, YOU WILL NOT RECEIVE ANY PAYMENT FROM THE CLASS ACTION PORTION OF THE SETTLEMENT.**

**THIS DOCUMENT MUST BE POSTMARKED WITHIN [REDACTED]. IT MUST BE SENT VIA REGULAR U.S. MAIL.**

**PLEASE MAIL THIS EXCLUSION FORM VIA REGULAR U.S. MAIL TO:**

**HUBER V. EVOLVE DENTAL TECHNOLOGIES, INC. C/O [SETTLEMENT ADMINISTRATOR]  
[ADDRESS]**

**IT IS MY DECISION NOT TO PARTICIPATE IN THE CLASS ACTION REFERRED TO ABOVE AND NOT TO BE INCLUDED AS A PARTICIPATING CLASS MEMBER IN THE CLASS ACTION SETTLEMENT. I UNDERSTAND THAT BY EXCLUDING MYSELF, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT EXCEPT MY PORTION OF THE CIVIL PENALTIES ALLOCATED TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”), LABOR CODE SECTION 2698, SETTLEMENT.**

**I UNDERSTAND THAT IF I ELECT TO OPT OUT OF THIS CLASS ACTION SETTLEMENT, ANY CLAIMS I HAVE WILL NOT BE RELEASED EXCEPT THAT EVEN IF I ELECT TO OPT OUT, I CANNOT PURSUE ANY ACTION UNDER PAGA AGAINST THE RELEASED PARTIES FOR ANY CLAIMS THAT AROSE DURING THE TIME PERIOD FROM OCTOBER 9, 2022, THROUGH AUGUST 6, 2024.**

I confirm that I am a current or former hourly-paid or non-exempt employee of Evolve Dental Technologies, Inc. within the State of California at any time during the period from October 9, 2019 through August 6, 2024. I confirm that I have received and reviewed the Notice of Class Action Settlement in this Class Action. I have decided to be excluded from the Class, and I have decided **not** to participate in the proposed settlement of the class claims.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Last four digits of Social Security number)

\_\_\_\_\_  
(Type or print name and former name(s))

\_\_\_\_\_  
(Telephone number)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address continued)