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7 on behalf of herself and all others similarly situated and aggrieved

FILED
Superior Court of California
County of Sacramento
09/21/2026
T. Shaddix, Deputy

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**

11 MARSHENA DENISE CRAIG, on behalf of
12 herself and all others similarly situated and
13 aggrieved,

14 Plaintiff,

15 v.

16 JUDGE DENTAL PC, a California
Corporation; and DOES 1 through 100,
17 inclusive,

18 Defendants.

CASE NO.: 24CV017922
[Related to: 25CV007611]

[Assigned to the Hon. Jill H. Talley in
Dept. 8A]

~~PROPOSED~~ **ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

1 On June 26, 2026, at 9:00 a.m. in Department 8A of the above-captioned Court located at
2 the Tani G. Cantill-Sakaue Sacramento County Courthouse, 500 G Street Sacramento, CA 95814,
3 Plaintiff Marshena Denise Craig's ("Plaintiff") Motion for Preliminary Approval of Class and
4 Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only
5 ("Motion for Preliminary Approval"), came on for hearing before the Honorable Jill H. Talley.
6 Bibiyan Law Group, P.C. appeared on behalf of Plaintiff and Littler Mendelson, P.C. appeared on
7 behalf of Defendant Judge Dental PC ("Defendant").

8 This Court, having considered the Motion for Preliminary Approval, the Declarations of
9 Brandon M. Chang, David D. Bibiyan, Marshena Denise Craig, and Sean Hartranft, the Class and
10 PAGA Settlement Agreement ("Settlement," "Agreement" or "Settlement Agreement"), the
11 proposed Notice of Proposed Class Action Settlement and Date for Final Approval Hearing ("Class
12 Notice"), and other documents submitted in support of the Motion for Preliminary Approval, hereby

13 **ORDERS, ADJUDGES AND DECREES THAT:**

14 1. The definitions set out in the Settlement Agreement are incorporated by reference
15 into this Order; all terms defined therein shall have the same meaning in this Order.

16 2. The Court conditionally certifies the following settlement class ("Settlement Class,"
17 "Settlement Class Members," "Class Members") for the purpose of settlement only: all non-exempt
18 employees employed by Judge Dental PC ("Defendant") in California at any time during the period
19 from January 1, 2023, through the date of Preliminary Approval ("Class Period"). The Court
20 concludes that, for settlement purposes only, the proposed Class meets the requirements for
21 certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
22 ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common
23 questions of law and fact predominate, and there is a well-defined community of interest amongst
24 the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's claims
25 are typical of the claims of Class Members; (d) Plaintiff will fairly and adequately protect the
26 interests of the Class Members; (e) a class action is superior to other available methods for the
27 efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for
28 Plaintiff in her individual capacity and as the representative of the Class.

1 3. The Court preliminarily appoints Plaintiff as Class Representative, and David D.
2 Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., as Class Counsel.

3 4. The Court preliminarily approves the proposed Settlement upon the terms and
4 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
5 Settlement appears to be within the range of reasonableness of settlement that could ultimately be
6 given final approval by the Court. The Court has reviewed the monetary recovery that is being
7 granted as part of the Settlement and preliminarily finds that the monetary settlement awards made
8 available to the Class Members and Aggrieved Employees are fair, adequate, and reasonable when
9 balanced against the probable outcome of further litigation relating to certification, liability, and
10 damages issues and are consistent with the requirements of California Labor Code § 2699(e)(1). It
11 appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable as
12 to all potential Class Members when balanced against the probable outcome of further litigation
13 relating to liability and damages issues. It further appears that extensive and costly investigation and
14 research have been conducted such that counsel for the parties at this time are reasonably able to
15 evaluate their respective positions. It further appears to the Court that the Settlement at this time
16 will avoid substantial additional costs to all parties, as well as the delay and risks that would be
17 presented by the further prosecution of the Action. It further appears that the Settlement has been
18 reached as the result of intensive, non-collusive and arm's-length negotiations utilizing an
19 experienced third-party neutral.

20 5. The Court approves, as to form and content, the Class Notice that has been submitted
21 herewith as Exhibit "A." The Court finds that the Class Notice appears to fully and accurately
22 inform the Class Members of all material elements of the Settlement, of Class Members' right to be
23 excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members' right
24 to dispute the Workweeks and/or PAGA Pay Periods credited to each of them, and of each Class
25 Member's right and opportunity to object to the Class Settlement.

26 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
27 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
28 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies

1 with the requirements of law and due process and appears to be the best notice practicable under the
2 circumstances.

3 7. The Court hereby preliminarily approves the definition and disposition of the Gross
4 Settlement Amount of \$428,000.00, unless escalated pursuant to the Agreement, which is inclusive
5 of: attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount, which, if not escalated
6 pursuant to the Agreement, amounts to \$142,666.67, in addition to actual costs incurred of up to
7 \$25,000.00; service award of up to \$10,000.00 to Plaintiff; costs of settlement administration of no
8 more than \$7,490.00 and Private Attorneys General Act of 2004 ("PAGA") penalties in the amount
9 of \$40,000.00, of which \$26,000.00 (65%) will be paid to the Labor and Workforce Development
10 Agency ("LWDA") and \$14,000.00 (35%) will be paid to Aggrieved Employees.

11 8. The Gross Settlement Amount expressly excludes employer payroll taxes, which will
12 be paid separately and apart by Defendant on the wages portion of the Gross Settlement Amount.

13 9. Based on a review of its records, Defendant estimates that there were approximately
14 10,700 Workweeks worked during the Class Period. If the number of Workweeks in the Class
15 Period exceeds 10,700 by more than 10% (i.e., exceeds 11,770 Workweeks), Defendant shall have
16 the option of either: (1) increasing the Gross Settlement Amount on a pro rata basis for the excess
17 Workweeks over 10% (i.e., if the number of Workweeks exceeds 10,700 by 11%, the Gross
18 Settlement Amount shall increase by 1%); or, alternatively (2) electing to cut off the Class Period
19 on the date that the number of Workweeks exceeds 10,700 by more than 10% (i.e. exceeds 11,770
20 Workweeks).

21 10. The Court deems Apex Class Action, LLC ("Apex" or "Settlement Administrator"),
22 the settlement administrator, and preliminarily approves payment of administrative costs, not to
23 exceed \$7,490.00 out of the Gross Settlement Amount for services to be rendered by Apex on behalf
24 of the class.

25 11. Not later than fourteen (14) days after the Court grants Preliminary Approval of the
26 Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft
27 Excel spreadsheet. "Class Data" means Class Member identifying information in Defendant's
28 custody, possession, or control, including the Class Member's: (1) name; (2) last known address;

1 (3) telephone number; (4) Social Security Number; and (5) dates of employment (i.e., hire dates,
2 and, if applicable, re-hire date(s) and/or separation date(s)).

3 12. To protect Class Members' privacy rights, the Administrator must maintain the Class
4 Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose,
5 and restrict access to the Class Data to Administrator employees who need access to the Class Data
6 to effect and perform under the Agreement.

7 13. Before mailing Class Notices, the Administrator shall update Class Member
8 addresses using the National Change of Address database.

9 14. Using best efforts to perform as soon as possible, and in no event later than fourteen
10 (14) days after receiving the Class Data, the Administrator will send to all Class Members identified
11 in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice,
12 substantially in the form attached to the Agreement as Exhibit A.

13 15. "Response Deadline" means forty-five (45) days after the Administrator mails the
14 Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class
15 Members may (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection
16 to the Settlement. Class Members to whom Class Notices are re-mailed after having been returned
17 undeliverable to the Administrator shall have an additional fifteen (15) days beyond the Response
18 Deadline has expired.

19 16. Class Members who wish to exclude themselves from (opt out of) the Class
20 Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later
21 than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fifteen
22 (15) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
23 from a Class Member or his/her representative, signed by the Class Member, that reasonably
24 communicates the Class Member's election to be excluded from the Settlement and includes the
25 Class Member's name, signature, address, and email address or telephone number. To be valid, a
26 Request for Exclusion must be timely postmarked by the Response Deadline.

27 17. Only Participating Class Members may object to the class action components of the
28 Settlement and/or the Agreement, including contesting the fairness of the Settlement, and/or

1 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
2 Payment, and/or Class Representative Incentive Award.

3 18. Participating Class Members may send written objections to the Administrator by
4 mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to
5 appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class
6 Member who elects to send a written objection to the Administrator must do so not later than forty-
7 five (45) days after the Administrator's mailing of the Class Notice (plus an additional fifteen (15)
8 days for Class Members whose Class Notice was re-mailed).

9 19. Non-Participating Class Members have no right to object to any of the class action
10 components of the Settlement. If a Settlement Class Member submits an Objection and a Request
11 for Exclusion, the Request for Exclusion will control, and the Objection will be overruled.

12 20. Any Class Member who timely and validly chooses to opt out of, and be excluded
13 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will
14 not be bound by the Class Settlement or have any right to object, appeal, or comment thereon.
15 Nevertheless, all PAGA Employees will be bound by the PAGA Settlement and issued their
16 Individual PAGA Payments, irrespective of whether they submit a Request for Exclusion. Class
17 Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class
18 Members) shall be bound by the Settlement Agreement and any final judgment based thereon.

19 21. Each Class Member shall have forty-five (45) days after the Administrator mails the
20 Class Notice (plus an additional fifteen (15) days for Class Members whose Class Notice is re-
21 mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to
22 the Class Member in the Class Notice. The Class Member may challenge the allocation by
23 communicating with the Administrator via mail.

24 22. Before the date by which Plaintiff is required to file the Motion for Final Approval
25 of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a
26 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its
27 obligations under the Agreement, including, but not limited to, its mailing of Class Notice, the Class
28 Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,

1 the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
2 number of written objections, and attach the Exclusion List. The Administrator will supplement its
3 declaration as needed or requested by the Parties and/or the Court.

4 23. The Administrator shall provide Defendant notice of the final Gross Settlement
5 Amount and amount of employer payroll taxes to be paid in addition to the Gross Settlement
6 Amount within fourteen (14) days of the entry of Judgment and Final Approval. Defendant shall
7 fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay
8 Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than
9 fourteen (14) days after the Effective Date.

10 24. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the
11 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
12 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
13 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Incentive
14 Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
15 Payment, and the Class Representative Incentive Award shall not precede disbursement of
16 Individual Class Payments and Individual PAGA Payments.

17 25. The Administrator will issue checks for the Individual Class Payments and/or
18 Individual PAGA Payments and send them to Class Members via First Class U.S. Mail, postage
19 prepaid. The face of each check shall prominently state the date (not less than 180 days after the
20 date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed
21 by the void date.

22 26. For any Class Member whose Individual Class Payment check or Individual PAGA
23 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the
24 funds represented by such checks to the California State Controller's Unclaimed Property Fund in
25 the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of
26 California Code of Civil Procedure section 384, subd. (b).

27 27. All papers filed in support of final approval, including supporting documents for
28 attorneys' fees and costs, shall be filed by _____.

1 28. A Final Approval Hearing shall be held with the Court on January 29, 2027
2 at 9:00 a.m. in Department 8A of the above-entitled Court to determine: (1) whether the proposed
3 Settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the
4 amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of the Class
5 Representative Service Payment to Plaintiff; (4) the amount to be paid to the Settlement
6 Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and
7 Aggrieved Employees. The Court reserves the right to adjourn or continue the date of the Final
8 Approval Hearing and any dates provided for in the Settlement Agreement without further notice to
9 the Class Members.

10 29. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over
11 the Parties, the Action, and the Settlement solely for purposes of (i) enforcing the Agreement and/or
12 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment
13 matters as are permitted by law.

14 30. In the event the Settlement does not become effective in accordance with the terms
15 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled,
16 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
17 vacated, and the parties shall revert back to their respective positions as of before entering into the
18 Settlement Agreement. The fact that the Court certified the Class for settlement purposes shall not
19 be admissible or have any bearing on the issue of whether any class should be certified in a non-
20 settlement context.

21
22 **IT IS SO ORDERED.**

23
24 Dated: 09/21/2026



Jill Talley

Judge of the Superior Court
Jill Talley

EXHIBIT A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND
DATE FOR FINAL APPROVAL HEARING**
Marshena Denise Craig v. Judge Dental PC
(County of Sacramento, California Superior Court Case No. 24CV017922)

As an hourly, non-exempt employee who works or worked for Judge Dental PC, Inc. in California during the Class Period, you are entitled to receive money from a class action settlement.

Please read this Notice of Proposed Class Action Settlement (“Notice”) carefully. This Notice relates to a proposed settlement of class action litigation (the “Settlement”). If you are a Class Member, it contains important information about your right to receive a payment from the Settlement.

You have received this Notice because the records of Judge Dental PC (“Defendant”) show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are all non-exempt employees employed by Defendant in California at any time from January 1, 2023 through the date of Preliminary Approval (the “Class Period”).

The Settlement is to resolve a class action lawsuit, *Marshena Denise Craig v. Judge Dental PC*, pending in the Superior Court of California for the County of Sacramento (the “Court”), Case Number 24CV017922 (the “Action”), alleging, among other things, claims for: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Waiting Time Penalties; (6) Wage Statement Violations; (7) Failure to Timely Pay Wages; (8) Failure to Indemnify; (9) Violation of Labor Code § 227.3; and (10) Unfair Competition. Based on the above-mentioned alleged Labor Code violations and other alleged Labor Code violations, Plaintiff also seeks penalties under the California Labor Code Private Attorneys’ General Act, Labor Code sections 2698, *et seq.* (“PAGA”).

On [REDACTED], the Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Action. Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages, and penalties claimed by Plaintiff are owed, and further contends that, for any purpose other than this Settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Action.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the claims that would otherwise be released by the settlement of the Action. If you were employed by Defendant as a non-exempt employee in California at any time from June 20, 2023 through the end of the Class Period (“PAGA Period”), then you will be deemed an “Aggrieved Employee” and you will still

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, [REDACTED], about why you object to the Settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [REDACTED], 2026 at [REDACTED] : [REDACTED] .m.] in Department 8A of the Sacramento County Superior Court, located at 500 G St, Sacramento, CA 95814.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at [REDACTED] : [REDACTED] .m. on [REDACTED], 2026, in Department 8A of the Sacramento Superior Court, located at 500 G St, Sacramento, CA 95814. You are not required to attend the Final Approval Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendant’s records show that you currently work, or previously worked, for Defendant as an hourly, non-exempt employee in California during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the Settlement. If the Court approves the Settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Action, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What is This Case About?

Marshena Denise Craig was an hourly, non-exempt employee of Defendant. She is the “Plaintiff” in this case and is suing on behalf of herself and Class Members for Defendant’s alleged violations, including: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Waiting Time Penalties; (6) Wage Statement Violations; (7) Failure to Timely Pay Wages; (8) Failure to Indemnify; (9) Violation of Labor Code § 227.3; and (10) Unfair Competition.

Based on the above-mentioned alleged Labor Code violations and other alleged Labor Code violations, Plaintiff also seeks penalties under PAGA.

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages, and penalties claimed by Plaintiff are owed, and further contends that, for any purpose other than this Settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders. The Court has made no ruling on the merits of Plaintiff’s claims.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$428,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes: (1) Administration Costs up to \$ [REDACTED] (2) an incentive award of up to \$10,000.00 to Marshena Denise Craig for her time and effort in pursuing this case; (3) up to one-third (1/3) of the Gross Settlement Amount in attorneys' fees which, unless escalated pursuant to the Settlement Agreement, amounts to \$142,666.67; (4) up to \$25,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$40,000.00. Pursuant to PAGA, sixty-five percent (65%) of the amount allocated toward PAGA, or \$26,000.00, will be paid to the LWDA and thirty-five percent (35%), or \$14,000.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$ [REDACTED] will be available for distribution to Class Members ("Net Settlement Amount").

Defendant represents that there are no more than 10,700 Workweeks worked during the Class Period. If the number of Workweeks in the Class Period exceeds 10,700 by more than 10% (i.e., exceeds 11,770 Workweeks), the Gross Settlement Amount will increase on a *pro rata* basis for the excess Workweeks over 10% (i.e., if the number of Workweeks exceeds 10,700 by 11%, the Gross Settlement Amount shall increase by 1%).

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in non-exempt, hourly-paid positions for Defendant in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Net Settlement Amount ÷ total Settlement Class Eligible Workweeks) x Individual's Eligible Workweeks.

In addition, all persons employed by Defendant as non-exempt employees in California during the PAGA Period (i.e., Aggrieved Employees) will receive a *pro rata* share of the \$14,000.00 allocated as PAGA penalties, whether or not they opt out of the class settlement, based on the number of Pay Periods worked by each Aggrieved Employee during the PAGA Period.

Defendant's records indicate that you worked [REDACTED] Workweeks as an hourly, non-exempt employee in California during the Class Period and [REDACTED] Pay Periods during the PAGA Period. Based on these records, your estimated Individual Class Payment as a Class Member would be [\$Estimated Award] and your estimated Individual PAGA Payment as an Aggrieved Employee would be [\$Estimated Award] (the Individual Class Payment and Individual PAGA Payment are referred to collectively as the "Individual Settlement Payment").

Tax Reporting

Payments to Class Members as PAGA Payments shall be designated as penalties. All other payments to Class Members from the Net Settlement Amount shall be designated 20% as wages and 80% as penalties, interest, and reimbursement for necessary business expenses. The Settlement Administrator will be responsible for issuing an

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

IRS Form W-2 to each Class Member for the amount they receive for unpaid “wages” and any IRS Forms 1099 required by law. This Notice is not intended to provide legal or tax advice on your share of the Settlement.

The Individual Class Payments and Individual PAGA Payments made to Participating Class Members and/or Aggrieved Employees under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. This Settlement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Your check will be valid for 180 days after issuance. After 180 calendar days from the date initially mailed by the Settlement Administrator, such funds shall escheat to the State and shall be sent by the Settlement Administrator to the California State Controller’s Unclaimed Property Fund, thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure section 384, subd. (b).

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the Settlement, you will be bound by the entire release in the Settlement and receive your Individual Class Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all “Released Claims” he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date after Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will release claims against all Released Parties as follows:

Class Members who do not opt out of the Settlement (“Participating Class Members”) release the Released Parties from any and all claims, transactions, damages, penalties, attorneys’ fees, costs, liquidated damages, and other relief that accrued or occurred during the Class Period under state, federal, or local law, whether statutory or common law, that were, or reasonably could have been, alleged, based on the facts contained in the Action or that reasonably could have been alleged based on facts ascertained during the Action, pled in any of the complaints in the Action, or could have been pled based on the facts alleged in the complaints in the Action, including Failure to Pay Overtime in violation of Labor Code §§ 510, 558.1, 1194, and 1197; Failure to Pay Minimum Wages in violation of Labor Code §§ 218.6, 558.1, 1021.5, 1032, 1194, 1194.2, and 1197; Failure to Provide Meal Periods in violation of Labor Code §§ 226, 226.7, 558.1, and 512; Failure to Provide Rest Periods in violation of Labor Code §§ 226, 226.7, and 558.1; Failure to Pay All Wages Upon Termination in violation of Labor Code §§ 201, 202, 203, and 218.6; Failure to Provide Accurate Wage Statements in violation of Labor Code §§ 226 and 558.1;

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Failure to Timely Pay Wages During Employment in violation of Labor Code §§ 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 218.6, and 1197.5; Failure to Indemnify in violation of Labor Code § 2802; Failure to Pay Vested Vacation Time in violation of Labor Code § 227.3; and Unfair Business Practices in violation of Business and Professional Code §§ 17200, *et seq.* including for violation of Labor Code § 245 (“Released Class Claims”).

Plaintiff, the LWDA and the State of California, and to the extent permitted by law, all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will release the Released Parties from any and all claims for PAGA penalties that accrued or occurred during the PAGA Period that were, or reasonably could have been, alleged, based on the facts contained in the Action and the PAGA Notice, or that reasonably could have been alleged based on facts ascertained during the Action, including penalties pursuant to or for violations of Labor Code §§ 96, 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.5, 204, 205, 205.5, 210, 212, 213, 221, 222, 222.5, 223, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 510, 511, 551, 552, 558, 1082, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197.1, 1197.5, 1198, 1198.5, 1290, 1292, 1293, 1293.1, 1294.1, 1301, 1391, 1475, 1527, 1695.55, 1696.5, 1700.31, 1771, 1774, 1775, 1776, 1811, 1815, 2673, 2699, 2800, 2802, 2810.3, 2810.5, 2699, 3366, 3457, 8397.4, 49112, and 49116 (“Released PAGA Claims”).

“Released Parties” means Judge Dental PC; Aspen Dental Management, Inc.; APEO, LLC; Team TAG Services, LLC; and any predecessors and successors in interest; companies acquiring any or all of Defendant’s assets or capital stock; current or former officers, directors, shareholders, agents, representatives, and employees of Released Parties; any client companies of Released Parties for which the Class Members serviced while employed by Released Parties; any current or former parent corporations, subsidiary corporations, affiliates, and assigns; insurers and reinsurers of any of the foregoing persons or entities; any entity or individual owning one or more Aspen Dental branded dental practices in California, including but not limited to Aspen Dental of Oregon, P.C.; Michael D. Forde, DDS, MS Dental Corporation; James B. Morris, DDS Dental Corporation; Parisa Shahi, DDS Dental Corporation; Morris Dental Corporation of San Diego; Graciela Shimizu Oliva, DDS Dental Corporation; Morris Dental Corporation of California; George D. Wu, DDS Dental Corporation; Jesse M. Duncan DDS Dental Corporation; Jenna M. Benko Supowit DMD Dental Corporation; and Implant Dentistry Assoc of New Mexico PC.

Option 2 – Opt Out of the Settlement

In order to opt out of the Settlement, you must timely submit by mail an opt-out request to the Settlement Administrator by the Response Deadline. The opt-out request should state your name, address, telephone number, and signature, and any statement standing for the proposition that you do not wish to participate in the Settlement. Sign, date, and mail your written request for exclusion to the address below:

[Settlement Agreement]
[Mailing Address]

Your written request for exclusion must be mailed to the Administrator no later than [RESPONSE DEADLINE].

The proposed Settlement includes the settlement of the Released PAGA Claims. An Aggrieved Employee may not request exclusion from the settlement of a PAGA claim. Thus, if the Court approves the Settlement, then even if you request exclusion from the Settlement, if you are Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the Released PAGA Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Released Class Claims.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Option 3 – *Submit an Objection to the Settlement*

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, your signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Individual Settlement Payment.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for _____, 2026 at _____ : _____ .m. in Department 8A of the Sacramento County Superior Court, located at 500 G St, Sacramento, CA 95814, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://saccourt-ca.gov/zoomgov.com/j/16108301121>. You may also retain an attorney to represent you at the Final Approval Hearing at your own expense.

Additional Information

This Notice is only a summary of the Action and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

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You may also visit the Settlement Administrator's website at _____ to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Sacramento County Superior Court, located at 500 G St, Sacramento, CA 95814, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.saccourt.ca.gov/indexes/online-services.aspx>.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

All inquiries by Class Members regarding this Notice and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]