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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

Mark Bruno Kovacic, on behalf of himself,
others similarly situated,

Plaintiff,

vs.

THE ALARIS GROUP, INC. and
PARADIGM MANAGEMENT SERVICES,
LLC

Defendants.

Case No. MSC22-01125

**DECLARATION OF NATHALIE
HERNANDEZ OF ILYM GROUP, INC.,
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: November 21, 2024

Time: 9:00 a.m.

Judge: Hon. Charles S Treat

Dept.: 12

1 I, Nathalie Hernandez, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Administrator for the above captioned *Kovacik v. The Alaris*
6 *Group, Inc., et al.* matter. I am authorized to make this declaration on behalf of ILYM Group and
7 myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could and
8 would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Class and Representative Action Settlement* (referred to as “Class Notice Packet”); (b)
18 receiving and processing requests for exclusion; (c) resolving Class Members’ disputes over the
19 number of workweeks Defendants have record of them working during the Class Period, which
20 was pre-printed on their individualized Class Notice; (d) calculating individual settlement award
21 amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as
22 required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other
23 applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of
24 the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court
25 orders ILYM Group to perform.

26 4. On July 18, 2024, ILYM Group received the Court approved text for the Class
27 Notice Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Class
28 Notice Packet, which was approved by the Parties’ Counsel prior to mailing.

1 5. On July 29, 2024, ILYM Group received the class data file from Counsel for
2 Defendants, which contained the name, social security number, last known mailing address, last
3 known telephone number, workweeks, and pay periods for each Settlement Class Member. The
4 data file was uploaded to our database and checked for duplicates and other possible discrepancies.
5 The Class List contained 101 individuals.

6 6. As part of the preparation for mailing, all 101 names and addresses contained in the
7 Class List were then processed against the National Change of Address (“NCOA”) database,
8 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
9 the mailing addresses of the Class Members before mailing of the Class Notice Packet. The NCOA
10 contains requested change of addresses filed with the USPS. To the extent that an updated address
11 was found in the NCOA database, the updated address was used for the mailing of the Class Notice
12 Packet. To the extent that no updated address was found in the NCOA database, the original
13 address provided by Counsel for Defendants was used for the mailing of the Class Notice Packet.

14 7. On August 9, 2024, the Class Notice Packet was mailed, via U.S First Class Mail,
15 to all 101 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and
16 correct copy of the mailed Class Notice Packet.

17 8. As of the date of this declaration, 11 Class Notice Packets have been returned to our
18 office as undeliverable. ILYM Group performed a computerized skip trace on the 11 returned Class
19 Notice Packets that did not have a forwarding address, in an effort to obtain an updated address for
20 purpose of re-mailing the Class Notice Packet. As a result of this skip trace, 6 updated addresses
21 were obtained and the Class Notice Packets were promptly re-mailed to those Class Members, via
22 U.S First Class Mail.

23 9. As of the date of this declaration, a total of 6 Class Notice Packets have been re-
24 mailed. Specifically, 6 have been re-mailed as a result of ILYM Group’s skip tracing efforts.

25 10. As of the date of this declaration, a total of 5 Class Notice Packets have been
26 deemed undeliverable. Specifically, 5 have been deemed undeliverable as no updated address was
27 found notwithstanding the skip tracing.

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11. As of the date of this declaration, ILYM Group has not received any requests for exclusion. The deadline to request exclusion from the Settlement was October 8, 2024.

12. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to submit a written objection to the Settlement was October 8, 2024.

13. As of the date of this declaration, ILYM Group will report a total of 101 Participating Class Members, representing 100% of the 101 Class Members.

14. Participating Class Members will receive a proportional share of the Net Settlement Amount through individual settlement payments, based on the number of workweeks worked by Class Members during the Class Period. The Net Settlement Amount is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Amount for Class Counsel Fees and Litigation Costs, the Class Representative Service Payment, Settlement Administration Fees to ILYM Group, and the PAGA Penalties to the LWDA and the Aggrieved Employees, e.g.,

Gross Settlement Amount	\$ 730,000.00
Class Counsel Fees	\$ 243,333.00
Class Counsel Litigation Costs	\$ 15,000.00
Class Representative Service Payment – Mark Bruno Kovacic	\$ 12,500.00
Administration Fees	\$ 5,750.00
PAGA Penalties to the LWDA	\$ 11,250.00
PAGA Penalties to the Aggrieved Employees	\$ 3,750.00
Net Settlement Amount (estimated)	\$ 438,417.00

To determine a Participating Class Member's Individual Class Payment, the Net Settlement Amount will be divided by the total number of workweeks worked by all Class Members during the Class Period, multiplied by the number of workweeks worked by that Participating Class Member. Based on these calculations, the Participating Class Members will receive an estimated average gross payment of \$4,340.76, with the estimated highest gross payment being \$10,414.36.

15. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$5,750.00. ILYM Group's work in

1 connection with this matter will continue with the calculation of the settlement award payments,
2 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
3 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
4 Group to perform.

5 I declare under penalty of perjury under the laws of the State of California and the United
6 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
7 was executed this 24th day of October 2024, at Tustin, California.

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12 Nathalie Hernandez
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EXHIBIT “A”

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Kovacik v. The Alaris Group, Inc. and Paradigm Management Services, LLC

Superior Court of the State of California, County of Contra Costa, Case No. MSC22-01125

YOUR LEGAL RIGHTS MAY BE AFFECTED. PLEASE READ THIS NOTICE CAREFULLY.

To: All current and former California employees who were employed by The Alaris Group, Inc. and/or Paradigm Management Services, LLC (“Defendants”) who worked as Case Managers and who were classified as exempt basis at any time between June 1, 2018 and January 30, 2024 (“Class Members”)

THIS NOTICE is of a proposed settlement of the above-referenced employee misclassification class action and representative action lawsuit (the “Action”), and a court hearing that you may attend. Your rights may be affected by the legal proceedings in this Action. The Court will conduct a hearing on November 21, 2024, to address whether the proposed settlement should be approved (the “Final Approval Hearing”). You may be entitled to receive a payment under the terms of this class action settlement (“Settlement”).

<<Contact>> <<ILYM ID>>

You have been identified as a Class Member and possible Aggrieved Employee in the above Action. Under the terms of the proposed settlement, you are estimated to receive \$<<TotalEst.Amt>> based on the number of weeks and pay periods that you worked for Defendants in California between June 1, 2018 and January 30, 2024 (the “Class Period”) as your share of the Settlement should the Court approve the Settlement. **Your Individual Class Payment is estimated to be \$<<ClassEst.Amt>> (less withholding). Your share of the PAGA Penalties is estimated to be \$<<PAGAEst.Amt>>.** The above estimates are based on Defendants’ records showing that **you worked <<wks>> workweeks** during the Class Period and **you worked <<PP>> pay periods** between May 8, 2021 and January 30, 2024 (the “PAGA Period”). Please note your actual share of the Settlement may be more or less than this estimate. If \$0.00 is stated, then you are not eligible for that payment. Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you want to receive your full settlement payment, no action is required. You will automatically receive your settlement payment from the Administrator if the Settlement receives final approval by the Court. By accepting your full settlement payment, you will be bound by the terms of the Settlement and will give up your right to sue on the Released Class Claims described in Section 5.
EXCLUDE YOURSELF	If you do not wish to participate in the Class Settlement, you may “opt-out” of the Class Settlement. If you choose to opt-out, you must submit a Request for Exclusion by October 8, 2024 (see Section 8 for more details on how to opt-out). If you opt-out of the Class Settlement, you will no longer be a Class Member and you will (1) neither receive an Individual Class Payment nor release any Released Class Claims as set forth in Section 5, and (2) be barred from filing an objection to the Settlement. See Section 8 of this Notice. If you are an Aggrieved Employee, you will still receive a payment as part of the civil penalties paid pursuant to the California Private Attorneys General Act of 2004 (“PAGA”) and will release your claims for such civil penalties and be bound by the release of the Released PAGA Claims <i>even if</i> you opt-out of the Class Settlement. You <u>cannot</u> opt-out of the PAGA portion of the proposed Settlement.

OBJECT	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
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1. Why should I read this Notice?

The Court preliminarily approved the proposed Settlement and this Notice. The Court has not yet decided whether to grant final approval. The purpose of this Notice is to provide you with a brief description of the Action, inform you of the terms of the proposed Settlement, and discuss your rights and options in connection with the Action and Settlement. Your legal rights are affected whether you act or do not act.

2. What is the action about?

Plaintiff and Class Representative Mark Bruno Kovacic (“Plaintiff”), through his attorneys (“Class Counsel”), filed the Action against Defendants alleging Class Members were misclassified as exempt and Defendants violated various wage and hour violations as a result.

Specifically, the Action alleges Defendants violated various California labor laws such as failing to pay wages, failing to provide required meal and rest periods and unpaid premiums, failing to provide suitable seating, improper deductions, failing to provide accurate wage statements, failing to reimburse business expenses, failing to provide wages when due, and engaging in unfair competition. Plaintiff also seeks civil penalties under PAGA.

The Court has not ruled on the merits of Plaintiff’s factual or legal allegations in the Action. Defendants have denied, and continue to deny, the factual and legal allegations in the Action and believe that Defendants have and are in compliance with California law or has valid defenses. By settling, Defendants are not admitting liability on any of Plaintiff’s factual legal allegations in the Action or that the Action can proceed as a class action and/or a representative action.

After considering the risks, expenses, and inconvenience of continued litigation, Defendants and Plaintiff concluded that it is in their best interests and the interests of the Class to settle the Action on the terms summarized in this Notice. The Settlement was reached following arm’s length mediations with a respected and experienced mediator after the Parties exchanged extensive information. By approving the Settlement and issuing this Notice, the Court is not suggesting which party would win or lose this case if it went to trial.

The Class Representative and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to Defendants, the risk of denial of class certification or representative status, the inherent risk of trial on the merits, and the delays and uncertainties associated with such litigation.

If you are still employed by Defendants, this Settlement will NOT affect your employment. California law strictly prohibits unlawful retaliation. Defendants will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member regardless of whether the Class Member chooses to participate or not in the Settlement. If a Class Member does not participate as to the Class Settlement, his/her share of the Class Settlement will be reallocated to those who do participate.

3. What are the terms of the Settlement?

Gross Settlement Amount. Without admitting to any wrongdoing, Defendants agreed to pay \$730,000 (the “Gross Settlement Amount”) to fully resolve all claims in the Action. Defendants shall separately fund any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages.

Court Approved Deductions from Gross Settlement Amount. The following proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”).

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$15,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Class Counsel’s Attorneys’ Fees and Costs. Payment to Class Counsel of attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$243,333, and an additional Class Counsel Litigation Expenses Payment not to exceed \$15,000 to reimburse for legal costs and expenses. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payment. A Class Representative Service Payment in an amount not to exceed \$12,500 to the Plaintiff as a service award to compensate him for services on behalf of the Class in initiating and prosecuting the Action and the risks he undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$15,000 relating to Plaintiff’s claim under PAGA, \$11,250 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining \$3,750 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$3,750) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

Calculation of Individual Class Payments to Participating Class Members. After all of the payments of the court-approved Administration Expenses Payment, Class Counsel’s Attorneys’ Fees and Costs, Class Representative Service Payment, and PAGA Penalties are deducted from the Gross Settlement Amount, the remaining portion (the “Net Settlement Amount”) shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$429,167. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks. “Workweek” means any week during the Class Period in which a Class Member worked for Defendants for at least one day. The number of Workweeks will be based on Defendants’ records; however, Class Members may challenge the number of Workweeks as explained below.

Disputes to Workweeks or Pay Periods. If you wish to challenge the number of Workweeks or Pay Periods you worked as set forth at the beginning of this Notice, you must submit a written, signed dispute challenging the

information along with supporting documents (e.g., copies of pay stubs or other records – please do not submit originals as documents will not be returned to you), to the Administrator at the address provided in this Class Notice by U.S. mail no later than the Response Deadline, which is October 8, 2024. You may also fax your dispute to (888) 845-6185 or email the dispute to claims@ilymgroup.com by no later than the Response Deadline, October 8, 2024. Any dispute will be resolved by the Administrator. The Administrator will accept Defendants' records of Workweeks and Pay Periods as accurate unless you send copies of records containing contrary information. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

Taxes. Twenty-Five Percent (25%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to tax withholdings, and shall be reported on IRS Form W-2. Seventy-Five Percent (75%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to tax withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes for Individual Class Payment will be the sole responsibility of the Participating Class Members. Nothing in this Notice shall constitute advice by Plaintiff, Class Counsel, Defendants, or Defendants' Counsel regarding taxes or taxability of the Individual Class Payments. Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement, entering judgment, and expiration of appeal period of the judgment or judgment not reversed on appeal.

The Proposed Settlement Will be Void if the Court Denies Final Approval. If the Court declines to grant Final Approval of the Settlement, declines to enter a Judgment, or enters a Judgment that is reversed on appeal, the Settlement will be void and Defendants will not pay any money and Class Members will neither receive any monies from the Settlement nor release any claims against Defendants.

Need to Promptly Cash Settlement Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks issued to the *Cy Pres* recipient, Court Appointed Special Advocates for Contra Costa County. The Parties, Class Counsel, and Defendants' Counsel represent that they have no interest or relationship, financial or otherwise, with the *Cy Pres* recipient.

Administrator. The Court has appointed a neutral company, ILYM Group (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

The "Effective Date" means the date the Judgment is final and is no longer subject to appeal. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

4. Who are the attorneys representing the Parties?

Attorneys for Plaintiff and Class Members:	Attorneys for Defendants:
Kyle Nordrehaug Blumenthal Nordrehaug Bhowmik DeBlouw LLP 2255 Calle Clara La Jolla, CA 92037 Tel.: (858) 551-1223 Fax: (858) 551-1232 E-Mail: kyle@bamlawca.com	Chad D. Greeson Daniel XuLi Littler Mendelson P.C. 1255 Treat Boulevard, Suite 600 Walnut Creek, CA 94597 Tel: (925) 932-2468 Fax: (925) 946-9809 E-Mail: cgreeson@littler.com dxuli@littler.com

5. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint which occurred during the Class Period and are defined further as follows: (a) The Released Class Claims include all claims that occurred during the Class Period set forth in the complaints filed in the Action include any claims for unpaid wages including minimum, regular, reporting time, or overtime wages (Cal. Lab. Code [“Lab. Code”] §§ 210, 510, 515, 551, 552, 558, 1194, 1197, 1197.1, 1198, tit. 8 CCR § 11040(5)(A)-(B); and the applicable Wage Order); non-compliant meal periods and any unpaid meal premiums (Lab. Code §§ 210, 512, 226.7, and applicable Wage Order); non-compliant rest breaks and any unpaid rest break premiums (Lab. Code §§ 210, 226.7, and applicable Wage Order); improper deductions or failing to pay gratuities (Lab. Code §§ 221, 351); failure to provide suitable seating (tit. 8 CCR § 11070(14)); failing to timely pay wages or vacation pay; (Lab. Code §§ 201-204, 227.3); non-compliant wage statements (Lab. Code §§ 226); failure to reimburse business expenses (Lab. Code § 2802); unfair competition or unlawful business practices (Bus. & Prof. Code § 17200 *et seq.*); claims for statutory penalties based on the same or similar facts alleged in the putative class action complaints filed in the Action; claims for interest, penalties (including but not limited to waiting time penalties at Lab. Code §§ 201-204), or premiums in connection with any of the preceding claims; as well as any claims under the California Labor Code, California Industrial Welfare Commission’s Wage Orders, or the California Code of Regulations, that were alleged or which could have been alleged under the same or similar facts of the complaints filed in the Action; (b) The Released Class Claims includes any claims occurring during the Class Period for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the complaints filed as part of the Action; (c) The Released Class Claims include any and all other claims that occurred during the Class Period under California common law, the California Labor Code including the Fair Labor Standards Act (“FLSA”), California Industrial Welfare Commission Wage Orders, California Code of Regulations, and the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action. In addition, to the extent required by law, the cashing of the settlement check by the Settlement Class Member shall be deemed to be an opt-in for purposes of releasing the Released Parties from any claims predicated under the FLSA that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action; and (d) Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are any claims that occurred during the PAGA Period for unpaid wages including unpaid minimum, regular, overtime, maximum, regular rate, and reporting time wages (Cal. Lab. Code [“Lab. Code”] §§ 210, 510, 558, 1194, 1197, 1197.1, 1198, tit. 8 CCR § 11040(5)(A)-(B), and applicable Wage Order); non-compliant meal periods and any unpaid meal premiums (Lab. Code §§ 210, 512, 226.7, and applicable Wage Order); non-compliant rest breaks and any unpaid rest break premiums (Lab. Code §§ 210, 226.7, and applicable Wage Order); failing to pay gratuities (Lab. Code §§ 221, 351); failure to provide suitable seating (tit. 8 CCR § 11070(14)); failing to timely pay wages or vacation pay; (Lab. Code §§ 201-204, 227.3); non-compliant wage statements (Lab. Code §§ 226); failure to reimburse business expenses (Lab. Code § 2802); claims for statutory penalties based on the same or similar facts alleged in the complaints on file in the Action or any PAGA Notice letter sent to the LWDA by any Plaintiff in or prior to the Action; claims for interest, penalties (including waiting time penalties at Lab. Code §§ 201-204), or premiums in connection with any of the preceding claims; as well as any claims under the California Labor Code, California Industrial Welfare Commission’s Wage Orders, or the California Code of Regulations, that were alleged or which could have been alleged under the same or similar facts of the PAGA complaints filed in the Action. The Released PAGA Claims apply to Aggrieved Employees who are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the complaints filed or PAGA Notices submitted to the LDWA that occurred during the PAGA Period. The Released PAGA Claims expressly excludes Plaintiff’s right to receive a severance payment in exchange for his Voluntary Separation on the Separation Date in connection with this individual settlement. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability, and worker’s compensation, and claims outside of the PAGA Period.

Released Parties. The Released Parties are: The Alaris Group, Inc. and Paradigm Management Services, LLC, and any of their past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates, as well as each of their past, present, and future officers, directors, employees, partners, members, owners, shareholders, agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with either of the Defendants.

6. What if I lose the check?

If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement. The Administrator’s information is below in Section 10.

7. What if my address changed?

As a check for your share of the Settlement will be mailed automatically to the same address as this Class Notice, please notify the Administrator as soon as possible if your address changes.

8. What options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive an Individual Class Payment unless you exclude yourself from the Settlement by following the exclusion procedure set forth below. If you disagree with the number of Workweeks and/or Pay Periods, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described below.

- B. Exclude Yourself from the Class Claims in the Settlement.** If you do not wish to participate in the Class portion of the Settlement, you may exclude yourself from the Class portion of the Settlement or “opt-out”. If you opt-out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendants for the Released Class Claims. However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a Request for Exclusion.

To opt-out, you must submit to the Administrator a written, signed and dated request to opt-out by U.S. mail postmarked no later than the Response Deadline which is October 8, 2024. You may also fax a written, signed, and dated request to opt-out to (888) 845-6185 or email a written, signed, and dated request to opt-out to claims@ilymgroup.com by no later than the Response Deadline. The request to opt-out should state:

“I WISH TO BE EXCLUDED FROM THE CLASS SETTLEMENT IN THE *KOVACIC v. THE ALARIS GROUP*, CASE NO. MSC22-01125, LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS SETTLEMENT, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS ACTION PORTION OF THIS LAWSUIT.”

The request to opt-out must also state the Class Member’s full name, address, telephone number and be completed and signed by you. No other person may opt-out for a living member of the Class.

Written requests for exclusion that are postmarked after the Response Deadline or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

- C. Object to Settlement.** If you choose to be a Participating Class Member, you have the right to object to the terms of the Settlement with respect to the Class Claims if you believe they are unfair or unreasonable. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Class Claims portion of the Settlement, you must submit a written objection stating your full name, your address, your telephone number, the last four digits of your social security number, your dates of employment with Defendants, the case name and number, the name and address of your attorney(s) if you are represented, your signature, and each specific reason in support of your objection. You must also include any documentation or evidence in support of the objection, if any. Written objections must be mailed to the Administrator by no later than the Response Deadline which is October 8, 2024. You may also fax your written objection to (888) 845-6185 or email your written objection to claims@ilymgroup.com by no later than the Response Deadline. Objections that do not include all required information, or that are not submitted timely, may not be considered by the Court. You need not object to the Settlement if you only dispute the number of Workweeks or Pay Periods credited.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing by Zoom. Instructions on how to do so are available on the Court’s website at <https://www.cc-courts.org/calendars/court-calendars.aspx>. Check the Court’s website for the most current information.

9. When is the Final Approval Hearing?

The Final Approval Hearing is on November 21, 2024, at 9:00 a.m. (Pacific Standard Time) in Department 12 of the Superior Court of California, County of Los Angeles, 725 Court Street, Martinez, California 94553, before

Judge Charles S. Treat. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate and determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing. If you wish to attend remotely, the hearing can be accessed using the Zoom procedure at <https://www.cc-courts.org/calendars/court-calendars.aspx>. You may also appear in person. Check the Court's website for the most current information on appearing in Court.

If Court reschedules the hearing, it will be posted on the Administrator's website for this Settlement at: thealarisgroupincsettlement.com. Hearing dates are also posted on the Internet via the Court Public Portal webpage for the Contra Costa County Superior Court (<https://odyportal.cc-courts.org/portal>) and entering the Case No. MSC22-01125.

10. How Can I Get More Information?

You may reach the Administrator. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group, Inc.

Mailing Address: P.O. Box 2031 Tustin, CA 92781

Telephone Number: (888) 250-6810

Fax Number: (888) 845-6185

Email Address: claims@ilymgroup.com

Settlement Website: www.thealarisgroupincsettlement.com

This Notice summarizes the proposed settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment, the motion for final approval or other Settlement documents by going to the Administrator's website for this Settlement at: thealarisgroupincsettlement.com where settlement documents are posted. You may get more details by examining the Court's file on the Internet via the Court Public Portal webpage for the Contra Costa County Superior Court (<https://odyportal.cc-courts.org/portal>) and entering the Case No. MSC22-01125. If you wish to view the Court files in person, you go to the Clerk's Office at 1111 Ward Street, Martinez, CA 94553.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.