

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Website: www.bamlawca.com

11 Email: Kyle@bamlawca.com

12 Attorneys for Plaintiff

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

MARK BRUNO KOVACIC, an individual, on
behalf of himself and on behalf of all persons
similarly situated, and on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

THE ALARIS GROUP, INC., a Corporation;
PARADIGM MANAGEMENT SERVICES,
LLC, a Limited Liability Company, and DOES
1 through 50, inclusive,

Defendants.

CASE NO.: C22-01125

[Consolidated with Case No. C22-01425]

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: November 21, 2024

Hearing Time: 9:00 a.m.

Judge: Hon. Charles S. Treat

Dept: 12

Date Filed: June 1, 2022

Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiff Mark Bruno Kovacic (“Plaintiff”) for an order finally
2 approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendants
3 The Alaris Group, Inc. and Paradigm Management Services, LLC (“Defendants”), attorneys’ fees
4 and costs, service payment, and the expenses of the Administrator duly came on for hearing on
5 November 21, 2024 before the Honorable Charles S. Treat.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Contra Costa, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Seven Hundred Thirty
16 Thousand Dollars (\$730,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On August 2, 2024, the Court entered the Order granting preliminary approval of
25 the Settlement. At this same time, the Court approved conditional certification of the Class for
26 settlement purposes only.

1 wage and hour class actions. There has been no collusion between the Parties in reaching the
2 Settlement.

3 b. Plaintiff and Class Counsel's investigation and discovery have been
4 sufficient to allow the Court and counsel to act intelligently.

5 c. Counsel for all Parties are experienced in similar employment class action
6 litigation. Class Counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. No
8 objections were received. No requests for exclusion were received.

9 e. The participation rate was high. 101 Class Members will be mailed a
10 settlement payment, representing 100% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
14 Members' claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

19 11. An award of \$243,333 for attorneys' fees, representing one-third of the Gross
20 Settlement Amount, and \$15,000 for litigation costs and expenses, is reasonable, in light of the
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
23 and billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$12,500 to the Plaintiff, subject to the Court's approval. The Court finds that a Class
27 Representative Service Payment in the amount of \$12,500 to the Plaintiff is reasonable in light of

1 the risks and burdens undertaken by the Plaintiff in this litigation and for his time and effort in
2 bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
6 Class Representative Service Payment to the Plaintiff, issue all required tax reporting forms,
7 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
8 Administrator has documented \$5,750 in fees and expenses, and this amount is reasonable in light
9 of the work performed by the Administrator.

10 **PAGA Penalties**

11 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
12 Amount of \$15,000, which shall be allocated as follows: \$11,250 to the Labor & Workforce
13 Development Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties
14 paid under this Agreement pursuant to the PAGA and \$3,750 to be distributed to the Aggrieved
15 Employees and allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of
16 PAGA Penalties (\$3,750) by the total number of PAGA Pay Periods worked by all Aggrieved
17 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's
18 PAGA Pay Periods. "Aggrieved Employees" are all individuals who are or previously were
19 employed by Defendants in California who worked as Case Managers and who were classified as
20 exempt at any time during the PAGA Period. The PAGA Period is from May 8, 2021 to January
21 30, 2024. Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA was provided
22 notice of the Agreement and these settlement terms and has not indicated any objection thereto.
23 The Court finds the PAGA Penalties to be reasonable.

24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
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1 15. The Class is certified for the purposes of settlement only. The Class is defined as
2 follows:

3 All individuals who are or previously were employed by Defendants in California
4 who worked as Case Managers and who were classified as exempt basis at any time
5 during the Class Period.

6 The Class Period is from June 1, 2018 to January 30, 2024.

7 16. All persons who meet the foregoing definition are members of the Class, except for
8 those individuals who filed a valid request for exclusion (“opt-out”) from the Class. There were
9 no individuals who requested exclusion.

10 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
11 best interest of the Class. Defendants shall fully fund the Gross Settlement Amount, and also fund
12 the amounts necessary to fully pay Defendants’ share of payroll taxes for the Wage Portion of
13 Individual Class Payments in accordance with the Agreement, by transmitting the funds to the
14 Administrator no later than 14 days after the Effective Date.

15 18. Class Counsel are awarded attorneys’ fees in the amount of \$243,333 and costs in
16 the amount of \$15,000. Class Counsel shall not seek or obtain any other compensation or
17 reimbursement from Defendants, Plaintiff, or members of the Class.

18 19. The payment of a Class Representative Service Payment in the amount of \$12,500
19 to the Plaintiff is approved.

20 20. The payment of \$5,750 to the Administrator for its fees and expenses is approved.

21 21. The PAGA Penalties of \$15,000 is approved and is to be distributed in accordance
22 with the Agreement.

23 22. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall
24 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
25 entry.

26 23. Neither the Agreement nor this Settlement is an admission by Defendants, nor is
27 this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of
28 any wrongdoing by Defendants or that this Action is appropriate for class or representative

1 treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment,
2 the Agreement, nor any document referred to herein, nor any action taken to carry out the
3 Agreement is, may be construed as, or may be used as an admission by or against Defendants of
4 any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement,
5 and any negotiations or proceedings related thereto, shall not in any event be construed as, or
6 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
7 Defendants. Notwithstanding these restrictions, Defendants may file in the Action or in any other
8 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
9 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
10 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
11 Released Class Claims and/or Released PAGA Claims.

12 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
13 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
14 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
15 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
16 to individual Class Members.

17 25. If the Agreement does not become final and effective in accordance with the terms
18 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
19 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
20 revert to their respective positions as of before entering into the Agreement, and expressly reserve
21 their respective rights regarding the prosecution and defense of this Action, including all available
22 defenses and affirmative defenses, and arguments that any claim in the Action could not be
23 certified as a class action and/or managed as a representative action.

24 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

25 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
26 Plaintiff, and all members of the Class, shall take nothing in the Action.

1 27. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
2 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
3 supervise and adjudicate any dispute arising from or in connection with the distribution of
4 settlement benefits.

5 28. All Parties shall bear their own attorneys' fees and costs, except as otherwise
6 provided in the Agreement and in this Final Approval Order and Judgment.

7 29. Effective on the date when Defendants fully fund the entire Gross Settlement
8 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
9 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will
10 release claims against all Released Parties as follows:

11 (a) All Participating Class Members, on behalf of themselves and their
12 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
13 and assigns, release Released Parties from the Released Class Claims. The "Released Class
14 Claims" are all claims that were alleged, or reasonably could have been alleged, based facts stated
15 in the Operative Complaint which occurred during the Class Period and are defined further as
16 follows: (a) The Released Class Claims include all claims that occurred during the Class Period set
17 forth in the complaints filed in the Action include any claims for unpaid wages including
18 minimum, regular, reporting time, or overtime wages (Cal. Lab. Code ["Lab. Code"] §§ 210, 510,
19 515, 551, 552, 558, 1194, 1197, 1197.1, 1198, tit. 8 CCR § 11040(5)(A)-(B); and the applicable
20 Wage Order); non-compliant meal periods and any unpaid meal premiums (Lab. Code §§ 210,
21 512, 226.7, and applicable Wage Order); non-compliant rest breaks and any unpaid rest break
22 premiums (Lab. Code §§ 210, 226.7, and applicable Wage Order); improper deductions or failing
23 to pay gratuities (Lab. Code §§ 221, 351); failure to provide suitable seating (tit. 8 CCR
24 § 11070(14)); failing to timely pay wages or vacation pay; (Lab. Code §§ 201-204, 227.3); non-
25 compliant wage statements (Lab. Code §§ 226); failure to reimburse business expenses (Lab. Code
26 § 2802); unfair competition or unlawful business practices (Bus. & Prof. Code § 17200 *et seq.*);
27 claims for statutory penalties based on the same or similar facts alleged in the putative class action

1 complaints filed in the Action; claims for interest, penalties (including but not limited to waiting
2 time penalties at Lab. Code §§ 201-204), or premiums in connection with any of the preceding
3 claims; as well as any claims under the California Labor Code, California Industrial Welfare
4 Commission's Wage Orders, or the California Code of Regulations, that were alleged or which
5 could have been alleged under the same or similar facts of the complaints filed in the Action; (b)
6 The Released Class Claims includes any claims occurring during the Class Period for injunctive
7 relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or
8 which could have been alleged under the facts, allegations and/or claims pleaded in the complaints
9 filed as part of the Action; (c) The Released Class Claims include any and all other claims that
10 occurred during the Class Period under California common law, the California Labor Code
11 including the Fair Labor Standards Act ("FLSA"), California Industrial Welfare Commission
12 Wage Orders, California Code of Regulations, and the California Business and Professions Code
13 alleged in or that could have been alleged under the same or similar facts, allegations and/or
14 claims pleaded in the Action. In addition, to the extent required by law, the cashing of the
15 settlement check by the Settlement Class Member shall be deemed to be an opt-in for purposes of
16 releasing the Released Parties from any claims predicated under the FLSA that could have been
17 alleged under the same or similar facts, allegations and/or claims pleaded in the Action; and (d)
18 Participating Class Members do not release any other claims, including claims for vested benefits,
19 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
20 insurance, disability, social security, workers' compensation, or claims based on facts occurring
21 outside the Class Period.

22 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
23 of themselves and their respective former and present representatives, agents, attorneys, heirs,
24 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
25 The "Released PAGA Claims" are any claims that occurred during the PAGA Period for unpaid
26 wages including unpaid minimum, regular, overtime, maximum, regular rate, and reporting time
27 wages (Cal. Lab. Code ["Lab. Code"] §§ 210, 510, 558, 1194, 1197, 1197.1, 1198, tit. 8 CCR §
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1 11040(5)(A)-(B), and applicable Wage Order); non-compliant meal periods and any unpaid meal
2 premiums (Lab. Code §§ 210, 512, 226.7, and applicable Wage Order); non-compliant rest breaks
3 and any unpaid rest break premiums (Lab. Code §§ 210, 226.7, and applicable Wage Order);
4 failing to pay gratuities (Lab. Code §§ 221, 351); failure to provide suitable seating (tit. 8 CCR
5 § 11070(14)); failing to timely pay wages or vacation pay; (Lab. Code §§ 201-204, 227.3); non-
6 compliant wage statements (Lab. Code §§ 226); failure to reimburse business expenses (Lab. Code
7 § 2802); claims for statutory penalties based on the same or similar facts alleged in the complaints
8 on file in the Action or any PAGA Notice letter sent to the LWDA by any Plaintiff in or prior to
9 the Action; claims for interest, penalties (including waiting time penalties at Lab. Code §§ 201-
10 204), or premiums in connection with any of the preceding claims; as well as any claims under the
11 California Labor Code, California Industrial Welfare Commission's Wage Orders, or the
12 California Code of Regulations, that were alleged or which could have been alleged under the
13 same or similar facts of the PAGA complaints filed in the Action. The Released PAGA Claims
14 apply to Aggrieved Employees who are deemed to release, on behalf of themselves and their
15 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
16 and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or
17 reasonably could have been alleged, based on the facts stated in the complaints filed or PAGA
18 Notices submitted to the LDWA that occurred during the PAGA Period. The Released PAGA
19 Claims expressly excludes Plaintiff's right to receive a severance payment in exchange for his
20 Voluntary Separation on the Separation Date in connection with this individual settlement. The
21 Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims,
22 claims for wrongful termination, discrimination, unemployment insurance, disability, and
23 worker's compensation, and claims outside of the PAGA Period.

24 (c) Plaintiff and his respective former and present spouses, representatives,
25 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
26 Released Parties from all claims, transactions, or occurrences that occurred during the Class
27 Period, including, but not limited to: (a) all claims that were, or reasonably could have been,

1 alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that
2 were, or reasonably could have been, alleged based on facts contained in the Operative Complaint,
3 and Plaintiff's PAGA Notices ("Plaintiff's Release") as fully set forth in the Agreement.

4 30. For any Class Member or Aggrieved Employee whose Individual Class Payment
5 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
6 Administrator shall transmit the funds represented by such checks to the Court Appointed Special
7 Advocates for Contra Costa County thereby leaving no "unpaid residue" subject to the
8 requirements of California Code of Civil Procedure Section 384, subd. (b).

9 31. The Court hereby enters judgment in the entire Action as of the filing date of this
10 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
11 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
12 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
13 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

14 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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16 Dated: _____

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18 HON. CHARLES S. TREAT
19 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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