

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE 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,

Plaintiffs,

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]

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: November 21, 2024

Hearing Time: 9:00 a.m.

[Hearing scheduled by Order dated August 2,
2024]

Judge: Hon. Charles S. Treat

Dept.: 12

Action Filed: June 1, 2021

Trial Date: Not set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on December 12, 2024, the Court entered the
3 Final Approval Order After Hearing and the Judgment in the above entitled action. A true
4 and correct copy of the Judgment is attached hereto as Exhibit #1. A true and correct copy of
5 the Final Approval Order After Hearing is attached hereto as Exhibit #2. The Order and the
6 Judgment are also served on the LWDA pursuant to the Proof of Service below.

7 Respectfully submitted,

8
9 Dated: December 12, 2024

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

10 By: /s/ Kyle Nordrehaug
11 Kyle R. Nordrehaug
12 Attorneys for Plaintiff
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

On December 12, 2024, I served the document(s) described as:

1. NOTICE OF ENTRY OF JUDGMENT

X (BY ELECTRONIC SERVICE): I caused the above entitled document(s) to be transmitted through electronic mail to counsel Defendant at the following email address(es):

LITTLER MENDELSON P.C.
Chad Greeson (SBN 251928)
E-Mail: cgreeson@littler.com
Daniel Xuli (SBN 316583)
E-Mail: dxuli@littler.com
Treat Towers, Suite 600
1255 Treat Boulevard
Walnut Creek, CA 94597
Telephone: (925) 932-2468
cc: Jeff Smith (JRSmith@littler.com); Monique Kenner (MKenner@littler.com)

X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X (State): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 12, 2024, at La Jolla, California.


Kyle Nordrehaug

EXHIBIT #1

Received 12/04/24 via efilng

FILED

2024 DEC 12 A 9:40

KATE BIEKER
CLERK OF THE SUPERIOR COURT
COUNTY OF CONTRA COSTA, CA
JPM A. SECURITY CLERK

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Email: Kyle@bamlawca.com

Attorneys for Plaintiff

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]

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

WHEREAS, this Court entered a tentative ruling granting Plaintiff Mark Bruno Kovcic's
Motion for Final Approval of Class Settlement and Award for Attorneys' Fees, Costs, and Class
Representative Service Payment.

JUDGMENT

1 WHEREAS, this Court signed the Final Approval Order After Hearing, which is
2 incorporated herein by reference.

3 Based on the Final Approval Order After Hearing, and good cause appearing therefore, **IT**
4 **IS HEREBY ORDERED, ADJUDICATED, AND DECREED THAT:**

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

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

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

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

17 (a) All Participating Class Members, on behalf of themselves and their
18 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
19 and assigns, release Released Parties from the Released Class Claims. The "Released Class
20 Claims" are all claims that were alleged, or reasonably could have been alleged, based facts stated
21 in the Operative Complaint which occurred during the Class Period and are defined further as
22 follows: (a) The Released Class Claims include all claims that occurred during the Class Period set
23 forth in the complaints filed in the Action include any claims for unpaid wages including
24 minimum, regular, reporting time, or overtime wages (Cal. Lab. Code ["Lab. Code"] §§ 210, 510,
25 515, 551, 552, 558, 1194, 1197, 1197.1, 1198, tit. 8 CCR § 11040(5)(A)-(B); and the applicable
26 Wage Order); non-compliant meal periods and any unpaid meal premiums (Lab. Code §§ 210,
27 512, 226.7, and applicable Wage Order); non-compliant rest breaks and any unpaid rest break
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1 premiums (Lab. Code §§ 210, 226.7, and applicable Wage Order); improper deductions or failing
2 to pay gratuities (Lab. Code §§ 221, 351); failure to provide suitable seating (tit. 8 CCR
3 § 11070(14)); failing to timely pay wages or vacation pay; (Lab. Code §§ 201-204, 227.3); non-
4 compliant wage statements (Lab. Code §§ 226); failure to reimburse business expenses (Lab. Code
5 § 2802); unfair competition or unlawful business practices (Bus. & Prof. Code § 17200 *et seq.*);
6 claims for statutory penalties based on the same or similar facts alleged in the putative class action
7 complaints filed in the Action; claims for interest, penalties (including but not limited to waiting
8 time penalties at Lab. Code §§ 201-204), or premiums in connection with any of the preceding
9 claims; as well as any claims under the California Labor Code, California Industrial Welfare
10 Commission's Wage Orders, or the California Code of Regulations, that were alleged or which
11 could have been alleged under the same or similar facts of the complaints filed in the Action; (b)
12 The Released Class Claims includes any claims occurring during the Class Period for injunctive
13 relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or
14 which could have been alleged under the facts, allegations and/or claims pleaded in the complaints
15 filed as part of the Action; (c) The Released Class Claims include any and all other claims that
16 occurred during the Class Period under California common law, the California Labor Code
17 including the Fair Labor Standards Act ("FLSA"), California Industrial Welfare Commission
18 Wage Orders, California Code of Regulations, and the California Business and Professions Code
19 alleged in or that could have been alleged under the same or similar facts, allegations and/or
20 claims pleaded in the Action. In addition, to the extent required by law, the cashing of the
21 settlement check by the Settlement Class Member shall be deemed to be an opt-in for purposes of
22 releasing the Released Parties from any claims predicated under the FLSA that could have been
23 alleged under the same or similar facts, allegations and/or claims pleaded in the Action; and (d)
24 Participating Class Members do not release any other claims, including claims for vested benefits,
25 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
26 insurance, disability, social security, workers' compensation, or claims based on facts occurring
27 outside the Class Period.

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

3 (c) Plaintiff and his respective former and present spouses, representatives,
4 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
5 Released Parties from all claims, transactions, or occurrences that occurred during the Class
6 Period, including, but not limited to: (a) all claims that were, or reasonably could have been,
7 alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that
8 were, or reasonably could have been, alleged based on facts contained in the Operative Complaint,
9 and Plaintiff's PAGA Notices ("Plaintiff's Release") as fully set forth in the Agreement.

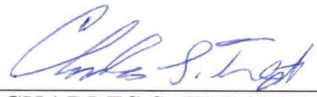
10 5. For any Class Member or Aggrieved Employee whose Individual Class Payment
11 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
12 Administrator shall transmit the funds represented by such checks to the Court Appointed Special
13 Advocates for Contra Costa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

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

20 7. A compliance hearing is set for October 9, 2025 at 9:00 a.m., with a compliance
21 report to be filed seven days before this hearing.

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

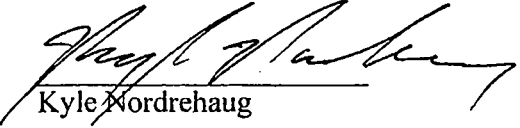
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24 Dated: DEC 10 2024

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26 HON. CHARLES S. TREAT
27 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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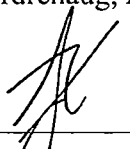
JUDGMENT

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Approved as to form:

By:  Kyle Nordrehaug

Kyle Nordrehaug, Attorney for Plaintiff

By: 

Daniel Xu Li, Attorney for Defendants

EXHIBIT #2

Received 12/04/24 via e-filing

FILED

2024 DEC 11 P 1:59

KATE BIEKER
CLERK OF THE SUPERIOR COURT
COUNTY OF CONTRA COSTA, CA

**BLUMENTHAL NORDREHAUG BHOWMIK
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Attorneys for Plaintiff

**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]

**FINAL APPROVAL ORDER AFTER
HEARING**

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

The unopposed motion of Plaintiff Mark Bruno Kovacic ("Plaintiff") for an order finally
approving the Class Action and PAGA Settlement Agreement ("Agreement") with Defendants
The Alaris Group, Inc. and Paradigm Management Services, LLC ("Defendants"), attorneys' fees

FINAL APPROVAL ORDER

1 and costs, service payment, and the expenses of the Administrator duly came on for hearing on
2 November 21, 2024 before the Honorable Charles S. Treat. The Court, having considered the
3 briefs, argument of counsel and all matters presented to the Court and good cause appearing, and
4 based upon the tentative ruling which was confirmed by the Court and is attached hereto as
5 Exhibit #1 and incorporated herein.

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 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Court-approved Class
3 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
4 about August 9, 2024. Mailing of the Class Notice to their last-known addresses was the best
5 notice practicable under the circumstances and was reasonably calculated to communicate actual
6 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
7 Class Members fully and accurately informed the Class Members of all material elements of the
8 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
9 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
10 fully with the laws of the State of California, the United States Constitution, due process and other
11 applicable law. The Class Notice fairly and adequately described the Settlement and provided
12 Class Members adequate instructions and a variety of means to obtain additional information.

13 7. The Response Deadline for opting out or submitting written objections to the
14 Settlement was October 8, 2024, which for re-mailings was extended by fourteen (14) days. There
15 was an adequate interval between notice and the deadline to permit Class Members to choose what
16 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
17 Members to participate in this hearing, and all Class Members and other persons wishing to be
18 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
19 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
20 Court determines that all Class Members who did not timely and properly submit a request for
21 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22 **Fairness of the Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The Settlement was reached through arm's-length bargaining between the
26 Parties during an all-day mediation before Jeffrey Krivis, a respected and experienced mediator of
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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. Five percent of the Class Counsel's fees are to be withheld by the
24 Administrator pending satisfactory compliance as found by the Court.

25 **Class Representative Service Payment**

26 12. The Agreement provides for a Class Representative Service Payment of not more
27 than \$12,500 to the Plaintiff, subject to the Court's approval. The Court finds that a Class
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1 Representative Service Payment in the amount of \$12,500 to the Plaintiff is reasonable in light of
2 the risks and burdens undertaken by the Plaintiff in this litigation and for his time and effort in
3 bringing and prosecuting this matter on behalf of the Class.

4 **Administration Expenses Payment**

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

11 **PAGA Penalties**

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

25 **II.**

26 **ORDERS**

27 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 (1)(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. Effective on the date when Defendants fully funded the entire Gross Settlement
13 Amount and funded all employer payroll taxes owed on the Wage Portion of the Individual Class

14 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA released
15 claims against all Released Parties as follows:

16 (a) All Participating Class Members, on behalf of themselves and their
17 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
18 and assigns, release Released Parties from the Released Class Claims. The "Released Class
19 Claims" are all claims that were alleged, or reasonably could have been alleged, based facts stated
20 in the Operative Complaint which occurred during the Class Period and are defined further as
21 follows: (a) The Released Class Claims include all claims that occurred during the Class Period set
22 forth in the complaints filed in the Action include any claims for unpaid wages including
23 minimum, regular, reporting time, or overtime wages (Cal. Lab. Code ["Lab. Code"] §§ 210, 510,
24 515, 551, 552, 558, 1194, 1197, 1197.1, 1198, tit. 8 CCR § 11040(5)(A)-(B); and the applicable
25 Wage Order); non-compliant meal periods and any unpaid meal premiums (Lab. Code §§ 210,
26 512, 226.7, and applicable Wage Order); non-compliant rest breaks and any unpaid rest break
27 premiums (Lab. Code §§ 210, 226.7, and applicable Wage Order); improper deductions or failing
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1 to pay gratuities (Lab. Code §§ 221, 351); failure to provide suitable seating (tit. 8 CCR
2 § 11070(14)); failing to timely pay wages or vacation pay; (Lab. Code §§ 201-204, 227.3); non-
3 compliant wage statements (Lab. Code §§ 226); failure to reimburse business expenses (Lab. Code
4 § 2802); unfair competition or unlawful business practices (Bus. & Prof. Code § 17200 *et seq.*);
5 claims for statutory penalties based on the same or similar facts alleged in the putative class action
6 complaints filed in the Action; claims for interest, penalties (including but not limited to waiting
7 time penalties at Lab. Code §§ 201-204), or premiums in connection with any of the preceding
8 claims; as well as any claims under the California Labor Code, California Industrial Welfare
9 Commission's Wage Orders, or the California Code of Regulations, that were alleged or which
10 could have been alleged under the same or similar facts of the complaints filed in the Action; (b)
11 The Released Class Claims includes any claims occurring during the Class Period for injunctive
12 relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or
13 which could have been alleged under the facts, allegations and/or claims pleaded in the complaints

14 filed as part of the Action; (c) The Released Class Claims include any and all other claims that
15 occurred during the Class Period under California common law, the California Labor Code
16 including the Fair Labor Standards Act ("FLSA"), California Industrial Welfare Commission
17 Wage Orders, California Code of Regulations, and the California Business and Professions Code
18 alleged in or that could have been alleged under the same or similar facts, allegations and/or
19 claims pleaded in the Action. In addition, to the extent required by law, the cashing of the
20 settlement check by the Settlement Class Member shall be deemed to be an opt-in for purposes of
21 releasing the Released Parties from any claims predicated under the FLSA that could have been
22 alleged under the same or similar facts, allegations and/or claims pleaded in the Action; and (d)
23 Participating Class Members do not release any other claims, including claims for vested benefits,
24 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
25 insurance, disability, social security, workers' compensation, or claims based on facts occurring
26 outside the Class Period.

1 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
2 of themselves and their respective former and present representatives, agents, attorneys, heirs,
3 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
4 The "Released PAGA Claims" are any claims that occurred during the PAGA Period for unpaid
5 wages including unpaid minimum, regular, overtime, maximum, regular rate, and reporting time
6 wages (Cal. Lab. Code ["Lab. Code"] §§ 210, 510, 558, 1194, 1197, 1197.1, 1198, tit. 8 CCR §
7 11040(5)(A)-(B), and applicable Wage Order); non-compliant meal periods and any unpaid meal
8 premiums (Lab. Code §§ 210, 512, 226.7, and applicable Wage Order); non-compliant rest breaks
9 and any unpaid rest break premiums (Lab. Code §§ 210, 226.7, and applicable Wage Order);
10 failing to pay gratuities (Lab. Code §§ 221, 351); failure to provide suitable seating (tit. 8 CCR
11 § 11070(14)); failing to timely pay wages or vacation pay; (Lab. Code §§ 201-204, 227.3); non-
12 compliant wage statements (Lab. Code §§ 226); failure to reimburse business expenses (Lab. Code
13 § 2802); claims for statutory penalties based on the same or similar facts alleged in the complaints

14 on file in the Action or any PAGA Notice letter sent to the LWDA by any Plaintiff in or prior to
15 the Action; claims for interest, penalties (including waiting time penalties at Lab. Code §§ 201-
16 204), or premiums in connection with any of the preceding claims; as well as any claims under the
17 California Labor Code, California Industrial Welfare Commission's Wage Orders, or the
18 California Code of Regulations, that were alleged or which could have been alleged under the
19 same or similar facts of the PAGA complaints filed in the Action. The Released PAGA Claims
20 apply to Aggrieved Employees who are deemed to release, on behalf of themselves and their
21 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
22 and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or
23 reasonably could have been alleged, based on the facts stated in the complaints filed or PAGA
24 Notices submitted to the LDWA that occurred during the PAGA Period. The Released PAGA
25 Claims expressly excludes Plaintiff's right to receive a severance payment in exchange for his
26 Voluntary Separation on the Separation Date in connection with this individual settlement. The
27 Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims,

1 claims for wrongful termination, discrimination, unemployment insurance, disability, and
2 worker's compensation, and claims outside of the PAGA Period.

3 (c) Plaintiff and his respective former and present spouses, representatives,
4 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
5 Released Parties from all claims, transactions, or occurrences that occurred during the Class
6 Period, including, but not limited to: (a) all claims that were, or reasonably could have been,
7 alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that
8 were, or reasonably could have been, alleged based on facts contained in the Operative Complaint,
9 and Plaintiff's PAGA Notices ("Plaintiff's Release") as fully set forth in the Agreement.

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

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

22 27. A compliance hearing is set for October 9, 2025 at 9:00 a.m., with a compliance
23 report to be filed by Class Counsel seven days before this hearing.

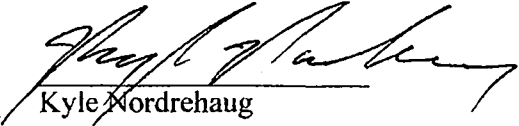
24 **IT IS SO ORDERED.**

25 Dated: DEC 10 2024

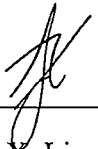
26 
27 HON. CHARLES S. TREAT
28 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

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Approved as to form:

By: 
Kyle Nordrehaug

Kyle Nordrehaug, Attorney for Plaintiff

By: 

Daniel XuLi , Attorney for Defendants

Superior Court of California, Contra Costa County

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K. Bieker
Court Executive Officer

MINUTE ORDER

MARK KOVACIC VS. THE ALARIS GROUP, INC.

C22-01125

HEARING DATE: 11/21/2024

PROCEEDINGS: HEARING IN RE: FINAL APPROVAL

DEPARTMENT 12
JUDICIAL OFFICER: CHARLES S TREAT

CLERK: ANTIGONE MONTGOMERY
COURT REPORTER: NOT REPORTED
BAILIFF: KIAN LAVASSANI
INTERPRETER: NOT REQUIRED

JOURNAL ENTRIES:

No appearance by or for either party.

There being no opposition to the tentative ruling, the tentative ruling becomes the order of the court as follows:

Plaintiff Mark Kovacic moves for final approval of his class action and PAGA settlement with defendants Alaris Group, Inc. and Paradigm Management Services, LLC. He also moves for approval of his attorney's fees, litigation costs, administration costs, and representative payments. The motion is **granted**. Since preliminary approval was granted, the administrator has mailed notices to 101 class members. 11 packets were returned by the post office. Follow up resulted in new addresses, leaving 5 non-deliverable. No objections or opt-out requests have been received.

A. Background and Settlement Terms

Defendants are in the business of providing medical and vocational case management services. Plaintiff has been employed as a case manager since February 2020. He was initially classed as non-exempt, but since May 2020 he has been classed as an exempt, salaried employee. Whether that classification is legally correct, however, is a central issue in dispute in the case.

The original complaint was filed on June 1, 2022 as a class action. A PAGA complaint was filed on July 12, 2022, and subsequently consolidated into a single pleading and action (along with including Paradigm as a defendant).

The settlement will create a gross settlement fund of \$730,000. The class representative payment to the plaintiff will be \$12,500. Attorney's fees will be \$243,333 (one-third of the settlement). Litigation costs requested are \$15,000. The settlement administrator's costs are \$15,000. PAGA penalties will be \$15,000, resulting in a payment of \$11,250 to the LWDA. The net amount paid directly to the class members will be about \$438,217, not including distribution of PAGA penalties. The fund is non-reversionary. There are 101 class members. Based on the estimated class size, the average net payment for each class member is approximately \$4,339. The individual payments will vary considerably, however, because of the allocation formula prorating payments according to the number of weeks worked during the relevant time. The number of aggrieved employees for PAGA purposes is smaller, because the starting date of the relevant period is later.

The entire settlement amount will be deposited with the settlement administrator within 14 days after the effective date of the settlement.

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The proposed settlement will certify a class of all current and former non-exempt employees employed at Defendants' California facilities between June 1, 2018 and January 30, 2024. For PAGA purposes, the period covered by the settlement is May 8, 2021 to January 30, 2024.

The class members will not be required to file a claim. Funds will be apportioned to class members based on the number of workweeks worked during the class period. Settlement checks not cashed within 180 days will be cancelled, and the funds will be directed to Court Appointed Special Advocates for Contra Costa County as a *cy pres* beneficiary.

The settlement contains release language covering all claims and causes of action, alleged or which could have reasonably been alleged based on the allegations in the operative pleading, including a number of specified claims. Under recent appellate authority, the limitation to those claims with the "same factual predicate" as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 ("A court cannot release claims that are outside the scope of the allegations of the complaint.") "Put another way, a release of claims that goes beyond the scope of the allegations in the operative complaint' is impermissible." (*Id.*, quoting *Marshall v. Northrop Grumman Corp.* (C.D. Cal.2020) 469 F.Supp.3d 942, 949.)

Formal discovery was undertaken, resulting in the production of substantial documents. The matter settled after arms-length negotiations, which included a session with an experienced mediator. Counsel also has provided an analysis of the case, and how the settlement compares to the potential value of the case, after allowing for various risks and contingencies. A key issue in dispute in the case is whether case managers are correctly classified as exempt, and hence not subject to requirements as to overtime, rest breaks, and meal breaks. Assuming they were, defendants argued that they were required to make meal and rest breaks available, but not required to ensure that they be taken, so long as no employer policy prevented or discouraged taking such breaks. Furthermore, the fact-intensive character of such claims would have presented a serious obstacle to class certification.

The potential liability needs to be adjusted for various evidence and risk-based contingencies, including problems of proof. PAGA penalties are difficult to evaluate for a number of reasons: they derive from other violations, they include "stacking" of violations, the law may only allow application of the "initial violation" penalty amount, and the total amount may be reduced in the discretion of the court. (See Labor Code § 2699(e)(2) (PAGA penalties may be reduced where "based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust arbitrary and oppressive, or confiscatory.")) Moreover, recent decisions may make it difficult for PAGA plaintiffs to recover statutory penalties, as opposed to actual missed wages. (See, *e.g.*, *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056.)

Counsel attest that notice of the proposed settlement was transmitted to the LWDA concurrently with the filing of the motion.

B. Legal Standards

The primary determination to be made is whether the proposed settlement is "fair, reasonable, and adequate," under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction ... to the proposed settlement." (See also *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal.App.5th 521.)

Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. The Court of Appeal's decision in *Moniz v. Adecco USA, Inc.* (2021) 72

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Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the “fair, reasonable, and adequate” standard applicable to class actions applies to PAGA settlements. (*Id.*, at 64.) The court also held that the trial court must assess “the fairness of the settlement’s allocation of civil penalties between the affected aggrieved employees.” (*Id.*, at 64-65.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, “the court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter.” (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because “where the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutary purpose.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

C. Attorney Fees and Other Costs

Plaintiffs seek one-third of the total settlement amount as fees, relying on the “common fund” theory, or \$243,333. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: “If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment.” (*Id.*, at 505.)

Accordingly, plaintiffs have provided information concerning the lodestar fee amount. They estimate the lodestar at \$207,656, representing an implied multiplier of about 1.2. No adjustment from the one-third fee is necessary. The attorney’s fees are reasonable and are approved.

The requested representative payment of \$12,500 for the named plaintiff was deferred until this final approval motion. Criteria for evaluation of such requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-07. Plaintiff has provided a declaration in support of the request. Plaintiff points out that he executed a broader release than the class as a whole, but does not identify any particular claims of value that he may have. He also risks damage to his reputation and more difficulty in obtaining employment. The representative payment is approved.

Litigation costs of \$15,000 (mostly mediation, filing, and consultant fees) are reasonable and are approved. Plaintiff has shown expenses in a larger amount (\$17,546) but the request is limited by the cap in the settlement agreement.

The settlement administrator’s costs of \$15,000 are reasonable and are approved.

D. Discussion and Conclusion

The moving papers sufficiently establish that the proposed settlement is fair, reasonable, and adequate to justify final approval. The allocation of PAGA penalties among the aggrieved employees (based on pay periods) is reasonable.

The motion is granted.

Counsel are directed to prepare an order reflecting this entire tentative ruling and the other findings in the previously submitted proposed order and a separate judgment.

The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented, to be determined in consultation with the Department’s clerk by phone. Plaintiffs’

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counsel are to submit a compliance statement one week before the compliance hearing date. Five percent of the attorney's fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court. Counsel are reminded that once all payments are completed, pursuant to Code of Civil Procedure § 384(b), the judgment must be amended to reflect the amount paid to the *cy pres* recipient.
Effective January 6, 2025, this case is reassigned for all purposes to Department 39.

DATED: 11/21/2024

BY: _____

A. MONTGOMERY, DEPUTY CLERK