

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 Victoria B. Rivapalacio (State Bar #275115)
7 Christine T. LeVu (State Bar #288271)
8 2255 Calle Clara
9 La Jolla, CA 92037
10 Telephone: (858)551-1223
11 Facsimile: (858) 551-1232
12 Website: www.bamlawca.com

13 Attorneys for Plaintiff

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **IN AND FOR THE COUNTY OF CONTRA COSTA**

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

21 Plaintiffs,

22 vs.

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

28 Defendants.

Case No. C22-01125

[Consolidated with Case No. C22-01425]

**DECLARATION OF NORMAN BLUMENTHAL
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT,
ATTORNEYS' FEES, COSTS AND SERVICE
AWARD**

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 I, NORMAN B. BLUMENTHAL, declare as follows:

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw
3 LLP, counsel of record for Mark Bruno Kovacic ("Plaintiff") in this matter. As such, I am fully familiar
4 with the facts, pleadings and history of this matter. The following facts are within my own personal
5 knowledge, and if called as a witness, I could testify competently to the matters stated herein. This
6 declaration is being submitted in support to the Plaintiff's motion for final approval of the class
7 settlement, including attorneys' fees, costs and service award.

8 2. Over the course of the litigation, a number of attorneys in my firm have worked on this
9 matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP firm
10 resume, a true and correct copy of which is attached hereto as Exhibit #1. Some of the major cases our
11 firm has undertaken are also set forth in Exhibit #1. The bulk of the attorneys involved in this matter at
12 Blumenthal Nordrehaug Bhowmik De Blouw LLP have had substantial class litigation experience in the
13 areas of employment class actions, unfair business practices and other complex litigation. The attorneys
14 at my firm have extensive experience in cases involving labor code violations and overtime claims. Class
15 Counsel has litigated similar overtime cases against other employers on behalf of employees, including
16 cases against Sharp Healthcare, Walmart, Legoland, Cigna, HealthNet, See's Candies, Securitas, Okta,
17 Advanced Home Health, El Pollo Loco, Total Renal, Panda Express, Walt Disney Resorts, Pharmaca,
18 Nortek Security, California Fine Wine, Solarcity, Walgreens, Space Exploration, Union Bank, Verizon,
19 Apple, Wells Fargo, Kaiser, Universal Protection Services, and California State Automobile Association.
20 Class Counsel have been approved as experienced class counsel during contested motions in state and
21 federal courts throughout California. It is this level of experience which enabled the firm to undertake the
22 instant matter and to successfully combat the resources of the defendants and their capable and
23 experienced counsel. Class Counsel have participated in every aspect of the settlement discussions and
24 have concluded the settlement is fair, adequate and reasonable and in the best interests of the Class.

25
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the
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1 “Agreement”) between the parties is attached hereto as Exhibit #2. Plaintiff and Defendants The Alaris
2 Group, Inc. and Paradigm Management Services, LLC (“Defendants”) reached a full and final settlement
3 of the above-captioned action, which is embodied in the Agreement filed concurrently with the Court.
4 Under the Settlement, the Gross Settlement Amount consists of the following elements: (a) Individual
5 Class Payments, (b) Individual PAGA Payments (i.e., 25% of the PAGA Penalties allocated to the
6 Aggrieved Employees), (c) the LWDA PAGA Payment (i.e., 75% of the PAGA Penalties allocated to the
7 LWDA), (d) Administration Expenses Payment (i.e., the costs of administration of the settlement), (e)
8 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment (i.e., all attorneys' fees and
9 costs), and, (f) Class Representative Service Payment (also referred to as the “Service Award”).
10 (Agreement at ¶ 1.22.) Blumenthal Decl. ¶3(a). The Gross Settlement Amount does not include
11 Defendant’s share of payroll taxes, If any, due on the portion of the Individual Class Payments allocated
12 to wages. (Agreement at ¶ 1.22.) The Gross Settlement Amount shall be all-in with no reversion to
13 Defendant. (Agreement at ¶ 1.22.)

14 (b) The Gross Settlement Amount does not include Defendant’s share of payroll taxes.
15 (Agreement at ¶ 1.22.) The Gross Settlement Amount shall be all-in with no reversion to Defendant.
16 (Agreement at ¶ 1.22.)

17 (c) Within fourteen (14) days of the Effective Date, Defendants shall deposit the Gross Settlement
18 Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to
19 Participating Class Members and Individual PAGA Payments along with the other Court-approved
20 distributions shall be made by the Administrator within fourteen (14) days after Defendants fund the
21 Gross Settlement Amount. (Agreement at ¶ 5.1.)

22 (d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved
23 amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service
24 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
25 Administration Expenses Payment (called the “Net Settlement Amount”) shall be allocated to Class
26 Members as their Individual Class Payments. (Agreement at ¶¶ 1.28 and 3.2.) From the Net Settlement
27 Amount, the Individual Class Payment for each Participating Class Member will be calculated by (a)
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1 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class
2 Members during the Class Period and (b) multiplying the result by each Participating Class Member's
3 Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will be based on Defendants' records, however, Class
4 Members will have the right to challenge the number of Workweeks.

5 (e) Class Members could opt-out of the Settlement by following the directions in the Class
6 Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not "opt-out" will be deemed
7 Participating Class Members who will be bound by the Settlement and will be entitled to receive an
8 Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including those who
9 submit a valid opt-out request, will still be paid their allocation of the PAGA Penalties and will remain
10 subject to the release of the Released PAGA Claims regardless of their request for exclusion from the
11 Settlement. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will advise the Class Members
12 of their right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7,
13 Ex. A.)

14 (f) A Participating Class Member must cash his or her Individual Class Payment check within
15 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will
16 be voided and any funds represented by such checks sent checks to the Court Appointed Special
17 Advocates for Contra Costa County consistent with Code of Civil Procedure Section 384(b) ("*Cy Pres*
18 Recipient"). (Agreement at ¶ 5.4.)

19 (g) ILYM Group was appointed by the Court as the Administrator for the Settlement. (Agreement
20 at ¶ 1.2.) The Administrator will be paid for settlement administration in an amount not to exceed
21 \$15,000. (Agreement at ¶ 3.2(c).) As set forth in the Hernandez Decl. at ¶ 15, the fees and costs incurred
22 to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$5,750.

23 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a
24 sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
25 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class
26 Counsel Litigation Expenses Payment in an amount not to exceed \$15,000. (Agreement at ¶ 3.2(b).)
27 Subject to Court approval, the Agreement provides for a payment of no more than \$12,500 to the Plaintiff
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1 as the Class Representative Service Payment. (Agreement at ¶ 3.2(a).) In support of this separate motion
2 for attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary
3 support, for these requests, including lodestar.

4 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
5 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section
6 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$15,000. (Agreement at ¶¶ 1.35 and 3.2(d).) Pursuant
7 to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as follows:
8 75% shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share of the civil
9 penalties and 25% allocated to the Individual PAGA Payments to be distributed to the Aggrieved
10 Employees based on the number of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set
11 forth in the accompanying proof of service, the LWDA has been served with this motion and the
12 Agreement.

13 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
14 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
15 is "fair, adequate, and reasonable". (Preliminary Approval Order at 2:16-19.) In sum, the Settlement
16 valued at \$730,000 is an excellent result for the Class. This result is particularly favorable in light of the
17 fact that liability and class certification in this case were far from certain in light of the defenses asserted
18 by Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
19 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
20 reasonable and adequate, and should be finally approved.

21
22 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
23 dated August 2, 2024 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
24 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On August
25 9, 2024, the Administrator mailed the Court-approved Class Notice to the Class Members, which
26 provided each class member with the terms of the Settlement, including notice of the claims at issue and
27 the financial terms of the settlement, including the attorneys' fees, costs, and service award that were
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1 being sought, how individual settlement awards would be calculated, and the specific, estimated payment
2 amount to that individual. See Declaration of Nathalie Hernandez (“Hernandez Decl.”) at ¶ 7, Exh. A.
3 In disseminating the notice, the Administrator followed the notice procedures authorized by the Court in
4 its Preliminary Approval Order. Significantly, there have been no objections and no requests for
5 exclusion. Hernandez Decl. at ¶¶ 11-12. As such, the entire Class will participate in the Settlement and
6 will be sent a settlement check. *See* Hernandez Decl. at ¶¶ 13-14.

7
8 5. Description of Plaintiffs’ claims - The Action alleges that Case Manager employees where
9 misclassified as "exempt" under Labor Code ¶515, and, thus, that Plaintiff and other Class Members were
10 not properly paid all overtime wages for hours worked, were not provided meal and rest periods, were
11 not timely paid earned wages, were not provided reimbursement for required expenses, were not provided
12 accurate itemized wage statements, were not paid all wages at the time of termination. The Action seeks
13 unpaid wages, penalties, attorney fees, litigation costs, and any other equitable or legal relief allegedly
14 due and owing to Plaintiff and the other Class Members by virtue of the foregoing claims.

15
16 6. Procedural History of the Litigation

17 (a) On January 14, 2022, Plaintiff filed with the LWDA and served on Defendants a
18 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil
19 penalties on behalf of Aggrieved Employees for various Labor Code violations. On February 2, 2024,
20 Plaintiff filed with the LWDA and served on Defendants an amended notice under Labor Code section
21 2699.3 identifying the alleged Labor Code violations to recover civil penalties on behalf of Aggrieved
22 Employees for various Labor Code violations. Collectively, these letters are referred to as the “PAGA
23 Notice.” (Agreement at ¶1.34.)

24 (b) On June 1, 2022, Plaintiff filed a class action Complaint against Defendant The Alaris Group,
25 Inc. in the Superior Court of the State of California, County of Contra Costa (“Action”). This class action
26 Complaint asserted class claims for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§
27 17200, et seq.; (2) failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 &

1 1198; (3) failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (4)
2 failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to
3 provide accurate itemized wage statements in violation of California Labor Code § 226; and, (6) failure
4 to to reimburse employees for required expenses in violation of California Labor Code § 2802. On July
5 12, 2022, Plaintiff filed a Representative Action complaint against Defendant The Alaris Group, Inc. in
6 the Superior Court of the State of California, County of Contra Costa, asserting a single cause of action
7 for violation of the Private Attorney General Act (Cal. Labor Code §§ 2698 et seq. or "PAGA"), Case No.
8 C22-01425 ("PAGA Action").

9 (c) On December 12, 2023, Plaintiff filed a First Amended Consolidated Class and Representative
10 PAGA Action Complaint consolidating the Action with the separately filed PAGA Action and naming
11 Paradigm Management Services, LLC as a Defendant. The First Amended Consolidated Class and
12 PAGA Action Complaint is the operative complaint in the Action (the "Operative Complaint"), Superior
13 Court of the State of California, County of Contra Costa, Case No. C22-01125.

14 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
15 informal discovery, and the production of documents, class data, and other information, allowing for the
16 full and complete analysis of liabilities and defenses to the claims in the Action. The information for
17 mediation obtained by Plaintiff included: (1) data concerning the composition of the Class; (2)
18 Defendants' wage and hour policies; (3) the employment files for the Plaintiff; and, (4) samples of wage
19 statements provided by Defendants. As such, Class Counsel received the data and information for the
20 Class, which was sufficient for Plaintiff's expert to prepare the valuations of the claims for the Class.

21 (e) Plaintiff and Defendants agreed to discuss resolution of the Action through a mediation. Prior
22 to mediation, the Parties engaged in the above investigation and the exchange of documents and
23 information in connection with the Action. On August 30, 2023, the Parties participated in an all-day
24 mediation presided over by Jeffrey Krivis, a respected and experienced mediator of wage and hour class
25 actions. Following the mediation, each side, represented by its respective counsel, were able to agree to
26 settle the Action based upon a mediator's proposal which was memorialized in a memorandum of
27 understanding. The Parties then negotiated the final terms of the settlement as set forth in the Agreement.

1 At all times, the negotiations were arm's length and contentious.

2 (f) Although a settlement has been reached, Defendants deny any liability or wrongdoing of any
3 kind associated with the claims alleged in the Actions and further deny that, for any purpose other than
4 settlement, the Action is appropriate for class and/or representative treatment. Defendants contend,
5 among other things, that they have complied at all times with the California Labor Code, applicable Wage
6 Order, and all other laws and regulations. Further, Defendants contend that class certification is
7 inappropriate for any reason other than for settlement. Plaintiffs contend that Defendants violated
8 California wage and hour laws. Plaintiffs further contend that the Action is appropriate for class
9 certification on the basis that the claims meet the requisites for class certification.

10 (g) Without admitting that class certification is proper, Defendants have stipulated that the above
11 Class may be certified for settlement purposes only. (Agreement at ¶ 2.9.) The Parties agree that
12 certification for settlement purposes is not an admission that class certification is proper. Further, the
13 Agreement is not admissible in this or any other proceeding as evidence that the Class could be certified
14 absent a settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the
15 requisites for establishing class certification with respect to the Class are satisfied.

16 (h) Class Counsel has conducted an investigation into the facts of the class action. Informal
17 discovery was obtained, which included the production relevant documents and data. Class Counsel
18 engaged in a thorough review and analysis of the relevant documents and data with the assistance of an
19 expert. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient
20 information to make an informed judgment regarding the likelihood of success on the merits and the
21 results that could be obtained through further litigation. In addition, Class Counsel previously negotiated
22 settlements with other employers in actions involving nearly identical issues and analogous defenses.
23 Based on the foregoing data and their own independent investigation, evaluation and experience, Class
24 Counsel believes that the settlement with Defendants on the terms set forth in the Agreement is fair,
25 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
26 circumstances, including the risk of significant delay, defenses asserted by Defendants, and potential
27 appellate issues.

1 7. History of Settlement Discussions

2 (a) This Settlement is the result of extensive and hard-fought litigation as well as negotiations
3 before an experienced and well-respected mediator. Defendants have expressly denied and continue to
4 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiff and Class
5 Counsel have determined that it is desirable and beneficial to the Class to resolve the Released Class
6 Claims of the Class in accordance with this Settlement. Class Counsel are experienced and qualified to
7 evaluate the class claims, the defenses asserted, and the risks and benefits of trial and settlement, and
8 Class Counsel are particularly experienced in wage and hour employment class actions, as Class Counsel
9 has previously litigated and certified similar claims against other employers.

10 (b) The Parties attended an arms-length mediation session with Jeff Krivis, a respected and
11 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
12 for the mediation, Defendants provided Class Counsel with payroll and employment data and other
13 information regarding the Class Members, various internal documents, and other compensation and
14 employment-related materials. Class Counsel analyzed the data with the assistance of damages expert
15 Berger Consulting and prepared and submitted a mediation brief to the mediator. The final settlement
16 terms were negotiated and set forth in the Agreement.

17 (c) From December 2023 to March 2024, the settlement agreement and exhibits thereto were
18 finalized and executed, and then presented by motion to this Court for preliminary approval. On August
19 2, 2024, the Court issued its Order granting preliminary approved of the settlement as fair and reasonable
20 to the Class.

21 (d) Plaintiff and Class Counsel believe that this settlement is fair, reasonable and adequate. In
22 my judgment as experienced Class Counsel, this Settlement should be finally approved.

23
24 8. The outcome of this case would have been uncertain and fraught with risks.

25 (a) Here, a number of defenses asserted by Defendants present serious threats to the claims of the
26 Plaintiff and other Class Members. The Action alleges that Case Manager employees where misclassified
27 as “exempt” under Labor Code ¶515. Therefore, Defendants’ primary defense was that the Class
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1 Members were properly classified as exempt under the administrative exemption. Courts have been split
2 on this issue with regard to other employers. Defendants asserted that Defendants' practices complied
3 with all applicable Labor laws. Defendants also contend that their meal and rest period policies fully
4 complied with California law and Defendants did not fail to provide the opportunity for legally required
5 meal and rest breaks. Defendants contend that there was no failure to pay for business expenses and any
6 cell phone usage was merely convenient and voluntary such that reimbursement was not legally required.
7 Finally, Defendants could argue that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal.
8 4th 1004 (2012), weakened Plaintiff's claims, on liability, value, and class certifiability as to the meal and
9 rest period claims. Defendants also argue that based on its facially lawful practices, Defendants acted in
10 good faith and did not willfully misclassify the Class Members as exempt as Plaintiff contends, which
11 could negate the claims for waiting time penalties and/or inaccurate wage statements altogether. If
12 successful, Defendants' defenses could eliminate or substantially reduce any recovery to the Class. While
13 Plaintiff believes that these defenses could be overcome, Defendants maintain these defenses have merit
14 and therefore present a serious risk to recovery by the Class.

15 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be unable
16 to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf
17 of any Class Members other than himself. At the time of the mediation, Defendants forcefully opposed
18 the propriety of class certification, arguing that individual issues precluded class certification. Class
19 Counsel has previously litigated class certification in a similar Case Manager misclassification case, and
20 the trial court denied class certification and this denial of class certification was upheld on appeal.
21 Further, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*,
22 59 Cal.4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the
23 class has been certified. Class certification in this Action was hotly disputed and the maintenance of a
24 certified class through trial was by no means a foregone conclusion.

25 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
26 cannot be overstated. There is little doubt that Defendants would post a bond and appeal in the event of
27 an adverse judgment. A post-judgment appeal by Defendants would have required many more years to
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1 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
2 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
3 an uncertain result three or more years in the future. Plaintiff and Class Counsel recognize the expense
4 and length of continuing to litigate and trying this Action against Defendants through possible appeals
5 which could take several years. Class Counsel has also taken into account the uncertain outcome and risk
6 of litigation, especially in complex class actions such as this Action. Class Counsel is also mindful of
7 and recognizes the inherent problems of proof under, and alleged defenses to, the claims asserted in the
8 Action. Moreover, post-trial motions and appeals would have been inevitable. Costs would have
9 mounted and recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate
10 victory. Plaintiff and Class Counsel believe that the Settlement confers substantial benefits upon the
11 Class. Based upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement set
12 forth in the Agreement is in the best interest of the Class Members.

13 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
14 to Plaintiff's claims. The Declaration of Nordrehaug submitted in support of preliminary approval
15 discussed the value of the class claims in detail. Based upon 101 Class Members who collectively
16 worked 9,514 Workweeks, the Gross Settlement Amount provides an average value of \$7,227 per Class
17 Member and \$76.72 per Workweek and after deductions the Net Settlement Amount provides an average
18 recovery of \$4,249.17 per Class Member and a recovery of \$45.10 per Workweek. The calculations to
19 compensate for the amount due for the Class at the time of the mediation were calculated by Berger
20 Consulting, Plaintiff's damage expert. As to the Class whose claims are at issue in this Action, Plaintiff
21 used the expert to analyze the data and determine the potential unpaid wages for the Class. The
22 maximum potential damages were calculated to be \$1,215,064 for the alleged unpaid overtime
23 wages, \$1,912,900 for alleged meal period damages based upon an assumed 100% violation rate for shifts
24 worked, \$2,409,983 for alleged rest period damages based upon the same 100% violation rate, \$139,350
25 for alleged unreimbursed business expenses at \$50 per month. As a result, the total damage valuation
26 was calculated that Defendants were subject to a maximum damage claim in the amount of \$5,677,297.
27 As to potential penalties, Plaintiff calculated that potential waiting time penalties were a maximum of
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1 \$475,000 and potential maximum wage statement penalties were \$244,600.¹ Defendants vigorously
2 disputed Plaintiff's calculations and exposure theories. Consequently, the Gross Settlement Amount of
3 \$730,000 represents more than 12.8% of the maximum value of the alleged damages at issue in this case
4 at the time this Settlement was negotiated.² Notably, the 100% violation rate for meal and rest periods
5 was assumed based upon the absence of records, however, this certainly overstates the damages because
6 as administrative workers, the Class Members assuredly received some meal and rest breaks.
7 Importantly, the recent decision that good faith belief of compliance by the employer in *Naranjo v.*
8 *Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for waiting
9 time and wage statement penalties, even if wages were owed to the Class. The above maximum
10 calculations should then be adjusted in consideration for both the risk of class certification and the risk
11 of establishing class-wide liability on all claims. Given the amount of the settlement as compared to the
12 potential value of claims in this case and the defenses asserted by Defendants, this settlement is fair and
13 reasonable.³ Clearly, the goal of this litigation has been met.

14
15 ¹ While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and 226,
16 at mediation Plaintiff recognized that these claims were subject to additional, separate defenses asserted
17 by Defendants, including, a good faith dispute defense as to whether any premium wages for meal or
18 rest periods or other wages were owed given Defendants' position that Plaintiff and Class Members
19 were properly classified and compensated. See *Nordstrom Commission Cases*, 186 Cal. App. 4th 576,
20 584 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith
21 dispute as to whether and when the wages were due.").

22 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
23 Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The
24 PAGA claim is addressed in the Decl. Nordrehaug at ¶33.

25 ³ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
26 settlement where the settlement amount constituted approximately 25% of the estimated overtime
27 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
28 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
approximately 10% of what class might have been awarded had they succeeded at trial."); *Dunleavy v.*
Nadler (In re Mego Fin. Corp. Sec. Litig.), 213 F.3d 454, 459 (9th Cir. 2000) (affirming approval of
a class settlement which represented "roughly one-sixth of the potential recovery".) See also *Viceral v.*
Mistras Grp., Inc., 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
2 recovery, particularly when viewed in light of the fact that the Defendants asserted serious and substantial
3 defenses both to liability and to class certification. Currently, the maximum and average class member
4 allocation are \$4,340.76 and \$10,414.36, respectively. *See* Hernandez Decl. ¶ 14. Given the complexities
5 of this case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,
6 reasonable and adequate, and should be finally approved.

7 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiff would
8 prevail against the Defendants' factual and legal defenses. While Plaintiff and Class Counsel believe in
9 the merits of the claims, Defendants have asserted real and substantial defenses to these claims and to
10 class certification. Settlement in this case clearly benefits the Class when measuring the strengths of
11 Plaintiff's case and the risk of establishing class wide liability and damages.

12
13 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

14 9. **The Agreement For The Payment of Fees and Expenses Should Is Appropriate And Should**
15 **Be Enforced**

16 (a) Class Counsel successfully negotiated a class action settlement which provides for a
17 common fund settlement to be paid by Defendants The Alaris Group, Inc. and Paradigm Management
18 Services, LLC ("Defendants") to the Class in the amount of Seven Hundred Thirty Thousand Dollars
19 (\$730,000) (the "Gross Settlement Amount"). (Agreement at ¶ 1.22.) As part of the settlement, the
20 parties agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as
21 the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully
22 requests approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross
23 Settlement Amount.

24 (b) In the class action context, that means "attempting to award the fee that informed
25 private bargaining, if it were truly possible, might have reached." Here, informed arms-length bargaining
26 between experienced counsel and Defendants resulted in Defendants negotiating the fee award to one-
27 third of the Gross Settlement Amount. Such bargaining is obviously the best measure of the market for
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1 fees. Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees
2 in an equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate
3 market value of the award requested.

4 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be
5 approved. The requested fee award was bargained for during arms' length adversarial bargaining by
6 counsel for each of the parties as part of the Settlement.

7
8 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
9 Created for the Benefit of the Class

10 (a) As part of the settlement, the parties agreed to an award of attorneys' fees equal to
11 one-third of the Gross Settlement Amount of \$730,000, which equals \$243,333 for attorneys' fees. As
12 part of the Agreement, Defendants also agreed that Class Counsel will also be paid reasonable litigations
13 expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$15,000. Finally,
14 Defendants also agreed that Plaintiff can be awarded a Class Representative Service Payment in the
15 amount of \$12,500, as his service award under the Agreement.

16 (b) In defining a reasonable fee, the Court should mimic the marketplace for cases
17 involving a significant contingent risk such as this one. Our legal system places unique reliance on
18 private litigants to enforce substantive provisions of employment law through class actions. Therefore,
19 attorneys providing these substantial benefits should be paid an award equal to the amount negotiated in
20 private bargaining that takes place in the legal market place.

21 (c) There is a substantial difference between the risk assumed by attorneys being paid by
22 the hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to
23 the bank with his fee. The attorney working on a contingent basis can only log hours while working
24 without pay towards a result that will hopefully entitle him to a marketplace contingent fee taking into
25 account the risk and other factors of the undertaking. Otherwise, the contingent fee attorney receives
26 nothing. In this case, the nature of the fee was wholly contingent. Class Counsel subjected themselves
27 to this contingent fee market risk in this all or nothing contingent fee case wherein the necessity and
28

1 financial burden of private enforcement makes the requested award appropriate. This case was litigated
2 on a contingent basis for more than a year, with all of the risk factors inherent in such an uncertain
3 undertaking. Indeed, I am aware of other similar cases where the court dismissed the class allegations
4 or denied class certification. Under such circumstances, courts have held that a risk multiplier must be
5 applied to the fee award.

6 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
7 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee
8 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
9 successful prosecution of the action, were present here. Attorneys' fees in this case were not only
10 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
11 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
12 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the
13 multiplier approved in other cases.

14 (e) At the time this case was brought, the result was far from certain as discussed above
15 at paragraphs 8(a) and 8(b).

16 (f) The Settlement was possible only because Class Counsel was able to convince
17 Defendants that Plaintiff could potentially prevail on the contested issues regarding liability, achieve class
18 certification, overcome difficulties in proof as to monetary relief and take the case to trial if need be. In
19 successfully navigating these hurdles Class Counsel displayed the necessary skills in both wage and hour
20 and class action litigation. The high quality of the Class Counsel's work in this case was mandated by
21 the vigorous defense presented by counsel for Defendant. Over the more than a year of litigation, Class
22 Counsel was required to invest substantial time and resources in investigation, litigation, the
23 determination of potential damages and communicating with and responding to opposing counsel's and
24 class members' requests and inquiries.

25 (g) To represent the Class on a contingent fee basis, Class Counsel also had to forego
26 compensable hourly work on other cases to devote the necessary time and resources to this contingent
27 case. In so doing, Class Counsel gave up the hourly work that a firm can bank on for the risky contingent
28

1 fee work in this case which could potentially have paid nothing.

2 (h) Class Counsel were required to advance all costs in this litigation. Especially in this
3 type of litigation where the corporate defendant and their attorneys are well funded, this can prove to be
4 very expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can
5 be significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
6 Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
7 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
8 Counsel advanced more than \$17,000 in costs which could not have been recovered if this case had been
9 lost. The Plaintiff also undertook the risk of liability for Defendant's costs had this case not succeeded,
10 as well as other potential negative financial ramifications from having sued Defendants on behalf of the
11 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
12 Plaintiffs also support the requested awards.

13 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on
14 the reasonableness of a percentage figure". *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th
15 Cir. 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$243,333
16 is also established by reference to Class Counsel's lodestar in this matter. The contemporaneous billing
17 records for Class Counsel evidence that through October 25, 2024, Class Counsel's total lodestar is
18 \$207,656.25, with significant additional fees still to be incurred to complete final approval and the
19 settlement process. The requested fee award is therefore currently equivalent to Class Counsel's total
20 lodestar with a reasonable multiplier of less than 1.2, and there will be additional lodestar incurred by
21 Class Counsel to complete the settlement process and manage the settlement distribution and reports.
22 Such a multiplier is well below the range of positive multipliers approved in other cases such as *Laffitte*
23 and *Vizcaino*.⁴ As a result, this Court may conclude that the requested award is fair and reasonable and
24

25 ⁴ See *Laffitte, supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with multiplier of 2.03 to 2.13);
26 *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65 multiplier approved because of
27 substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278 (2010) (in class actions
28 reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75 multiplier); *Wershba v. Apple*
Computer, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from 2 to 4 or even higher."); *In*

1 is justified under California law.

2 (j) Counsel retained on a contingency fee basis, whether in private matters or in representative
3 litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent fee schedule
4 in order to compensate for both the risks and the delay in payment for the simple fact that despite the most
5 vigorous and competent of efforts, success is never guaranteed. This is particularly true here where Class
6 Counsel has prosecuted this case on a contingency basis for over a year. Indeed, if counsel is not
7 adequately compensated for the risks inherent in difficult class actions, competent attorneys will be
8 discouraged from prosecuting similar cases.

9 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
10 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
11 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
12 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
13 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
14 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
15 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
16 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
17 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los
18 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third
19 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*
20 (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee
21 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*
22 *Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a
23 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*
24 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third

25
26 *re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512 (2009) (affirming multiplier of
27 2.52 as “fair and reasonable”); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 (2008) (affirming
28 multiplier of 2.53 as well within the approved range of 2 to 4); *Taylor v. Fedex Freight, Inc.*, 2016 U.S.
Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by 2.26 multiplier).

1 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San
2 Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award
3 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
4 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
5 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
6 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-
7 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*
8 *Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
9 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
10 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-
11 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
12 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
13 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
14 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
15 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
16 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
17 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage
18 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County
19 Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage
20 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
21 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in
22 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
23 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award
24 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
25 Superior Court Case No. CIVDS2023061) Judge Hoseph T. Ortiz awarded a one-third fee award in a
26 wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles
27 County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award
28

1 in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San
2 Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee
3 award in a wage and hour class settlement.

4 12. The contemporaneous billing records for Class Counsel evidence that through October 25,
5 2024, Class Counsel's total lodestar is \$207,656.25, with significant additional fees still to be incurred
6 to complete final approval and the settlement process. The requested fee award is therefore currently
7 equivalent to Class Counsel's total lodestar with a reasonable multiplier of less than 1.2, and there will
8 be additional lodestar incurred by Class Counsel to complete the settlement process and manage the
9 settlement distribution and reports. From December 21, 2021 to October 25, 2024, my firm worked on
10 this matter for over 276 hours, with hourly rates for attorneys ranging from \$450 to \$995, resulting in a
11 total incurred lodestar for my firm in the amount of \$207,656.25. A detailed breakdown of the total fees
12 and the services performed by the firm on this case is attached hereto as Exhibits #3 and 4.⁵ In addition,
13 Class Counsel will be performing significant additional work that is not included in this lodestar amount,
14 including finalizing the final approval motion, attending the hearing on final approval, and monitoring
15 completion of the settlement process. I expect this additional work will result in \$10,000 to \$20,000
16 in additional lodestar for my firm. The rates charged by my firm are in line with the prevailing rates of
17 attorneys in the local legal community for similar work and, if this were a commercial matter, these are
18 the charges that would be made and presented to the client. My firm's hourly rates are based upon the
19 Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A true and correct
20 copy of the current Laffey Matrix is attached hereto as Exhibit #5. These hourly rates have been approved
21 by Court's throughout California, including the Courts in the Superior Court of California. In fact, on
22 August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally
23 appear reasonable and 'in line with those prevailing in the [relevant] community'—the Central District
24 of California". Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
25 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
26

27 ⁵ My firm switched billing systems in June 2022, so Exhibit #3 contains the billing for inception to
28 June 2022, and Exhibit #4 contains the billing from June 2022 to October 25, 2024.

1 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct*
2 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average
3 billing rate for partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates
4 when compared within 21 other firms practicing in the Southern District of California.) This survey is
5 useful to show that Class Counsel’s rates are in line with the comparable rates of the defense counsel that
6 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
7 currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton,
8 who is opposing counsel in many cases prosecuted by Class Counsel, had historical rates as high as \$875
9 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types
10 of cases, in past year charged between \$900 and \$750 for partners and \$755 and \$335 for associates.
11 Thus, the rates charged by Class Counsel for comparable work are less than these examples, and are
12 therefore undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is
13 supported by the currently lodestar. This is comparable to the multiplier approved in other cases. The
14 requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

15 16 Litigation Expenses

17 13. The Agreement provides at paragraph 3.2(b), that Class Counsel may seek a “a Class
18 Counsel Litigation Expense of no more than \$15,000”. Class Counsel requests reimbursement for
19 incurred litigation expenses and costs in the amount of \$15,000 based upon counsel’s billing records
20 which evidence total expenses of \$17,546.11. The requested expense reimbursement is less than actual
21 expenses incurred. These litigation expenses include the expenses incurred for filing fees, mediation
22 expenses, expert fees (Berger Consulting Group), attorney service charges (Knox, One Legal), Lexis
23 charges, and delivery expenses, all of which are costs normally billed to and paid by the client. The details
24 of the litigation expenses incurred are set forth in Exhibits #3 and 4 hereto.⁶ These costs were reasonably
25 incurred in the prosecution of the Action.

26
27 ⁶ My firm switched billing systems in June 2022, so Exhibit #3 contains the billing for inception to
28 June 2022, and Exhibit #4 contains the billing from June 2022 to October 25, 2023.

1
2 Service Awards

3 14. For his service as the class representative, Plaintiff should be awarded the agreed service
4 award of \$12,500, in accordance with the Agreement for his time, risk and effort expended on behalf of
5 the Class. Agreement at ¶ 3.2(a). Defendants do not object to this payment and there have been no
6 objections to the requested service award by any Class Members. The previously submitted Declaration
7 of the Plaintiff in support of this request is attached hereto as Exhibit #6. As the representative of the
8 Class, Plaintiff performed his duty to the Class admirably and without exception. Plaintiff worked
9 extensively with Class Counsel during the course of the litigation, responding to numerous requests,
10 searching for documents, working with counsel, and reviewing the settlement documentation. As set forth
11 in the Agreement, the Plaintiff is also providing a comprehensive release as part of the Settlement, far
12 beyond the class release. The Declaration of the Plaintiff details the involvement, stress and risks he
13 undertook as a result of this Action. Plaintiff also assumed the serious risk that he might possibly be
14 liable for costs and fees to Defendant, as well as the reputational risk of being “blacklisted” by other
15 future employers for having filed a class action on behalf of fellow former employees. Without the
16 Plaintiff’s participation, cooperation and information, no other employees would be receiving any benefit.
17 The payment of service awards to successful class representatives is appropriate and the amount of
18 \$12,500 is well within the currently awarded range for similar settlements. The requested award is also
19 reasonable by reference to the amounts that other California courts have found to be reasonable in wage
20 and hour class action settlements: *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 Lab. Cas.
21 (CCH) P36,620 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Holman v. Experian*
22 *Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class
23 member recovery was \$375); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 268 (N.D. Cal. 2015)
24 (approving \$10,000 award); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing
25 \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of bringing an individual
26 action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal. 2007) (awarding
27 \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No.
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1 BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service award); *Aguiar*
2 *v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding
3 \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los
4 Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail*
5 *& Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24,
6 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A.
7 County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue*
8 *v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court
9 (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795,
10 Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v.*
11 *Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3,
12 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No.
13 BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award);
14 *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior
15 Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No.
16 BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award);
17 *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court,
18 (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general
19 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29,
20 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los
21 Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC*
22 *Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22,
23 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054,
24 Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth*
25 *v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May
26 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-
27 273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson*
28

1 *v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding
2 \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL
3 (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*,
4 Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000
5 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10,
6 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196,
7 Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT*
8 *Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
9 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County
10 Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services,*
11 *LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding
12 \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no.
13 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial*
14 *Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018)
15 (awarding \$10,000 service award).

16 15. The requested service award is also reasonable in light of the reputational risk that Plaintiff
17 assumed in bringing this action against his former employer. Plaintiff put his future employment
18 prospects at risk by becoming a class representative as the fact that he filed a lawsuit "is searchable on
19 the internet and may become known to prospective employers when evaluating" him for employment.
20 *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011).
21 Employers routinely screen employee candidates to determine whether they have ever filed a suit against
22 other employers, allowing them to screen out the litigious candidates. An entire industry exists that
23 allows employers to run extensive background searches on potential employees. Companies who provide
24 these services specifically highlight the fact that their services allows employers to weed out litigious
25 employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a
26 prospective employee is likely to sue" the employer, through background checks and other means, to
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1 screen out these employees.⁷ Onicra Credit Rating Agency states: "Background screening has become
2 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious
3 culture, employers simply cannot afford to hire employees who will put their company at risk."⁸
4 PreciseHire also offers employment screening and similarly warns: "with today's business climate being
5 extremely competitive and highly litigious, conducting pre employment background checks has become
6 a necessity."⁹

7 16. As a result, Class Counsel respectfully requests approval of the application for award of
8 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
9 expenses in the amount of \$15,0000, and approval of the requested service award to the Plaintiff. 100%
10 of the attorneys' fees awarded will be paid to Blumenthal Nordrehaug Bhowmik De Blouw LLP.

11
12 I declare under penalty of perjury under the laws of the State of California that the foregoing is
13 true and correct. Executed this 25th day of October, 2024, at San Diego, California.

14
15 /s/ Norman Blumenthal
16 NORMAN B. BLUMENTHAL
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25 ⁷ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ⁸ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ⁹ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/)
28 [have-become-a-busines-necissity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/).

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

Educated: University of California, Irvine; California Western School of Law

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua*

Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

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Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figuroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente

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Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case

No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court,

Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between the Named Plaintiff and Class Representative Mark Bruno Kovacic (“Plaintiff”) and Defendants The Alaris Group, Inc. and Paradigm Management Services, LLC (“Paradigm”) (“collectively Defendants”). The Agreement refers to Plaintiff and Defendants collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Action” means and refers to Plaintiff’s lawsuit, titled *Mark Bruno Kovacic, an individual, on behalf of himself, others similarly situated and on behalf of the State of California as a private attorney general, v. The Alaris Group, Inc. and Paradigm Management Services, LLC*, Case No. C22-01125, consolidated with C22-01425, Superior Court of California, County of Contra Costa.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Defendants in California who worked as Case Managers and who were classified as exempt at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendants in California who worked as Case Managers and who were classified as exempt basis at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik, Nicholas J. De Blouw and Christine T. LeVu of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, filing of the Action, related litigation activities, Settlement work, post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, last known

telephone number, Social Security number, email address (if known and available to Defendants), and number of Workweeks and PAGA Pay Periods.

- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from June 1, 2018, through the earlier of preliminary approval or January 30, 2024, unless Defendants elect to exercise the escalator clause option pursuant to Paragraph 9 below.
- 1.14. “Class Representative” means Plaintiff, Mark Bruno Kovacic, in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate Plaintiff for his effort and work in prosecuting (including taking steps to initiate the Action, working in supporting the Action, and supporting the settlement), undertaking the risk of liability for Defendants’ legal fees and litigation costs and expenses, and for the general release of all claims by the Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of Contra Costa.
- 1.17. “Defendants” means The Alaris Group, Inc. and Paradigm Management Services, LLC.
- 1.18. “Defense Counsel” means Chad D. Greeson and Daniel Xu Li of Littler Mendelson, P.C.
- 1.19. “Effective Date” shall mean the later of the following events: five (5) calendar days

after the period for filing any appeal, writ, or other appellate proceeding opposing Final Approval and judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, *i.e.*, 65 days from the date the court grants final approval and enters judgment; or (b) if any appeal, writ, or other appellate proceeding opposing Final Approval has been filed within that timeframe, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief.

- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Seven Hundred Thirty Thousand Dollars (\$730,000) which is the total amount to be paid by Defendants as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendants, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendants.
- 1.23. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following

payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “Operative Complaint” means the First Amended Class and PAGA Representative Action Complaint filed in Contra Costa Superior Court, Case No. C22-01125, consolidated with C22-01425 (also referred to as the “Action”).
- 1.31. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period of time from May 8, 2021, to the earlier of preliminary approval or January 30, 2024.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).
- 1.34. “PAGA Notice” means the Plaintiff’s January 14, 2022, letter to Defendant The Alaris Group, Inc., and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a). and Plaintiff’s Amended letter to Defendants and the LWDA on February 2, 2024, amending the initial letter to include Defendant Paradigm Management Services LLC.
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties of \$15,000 to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$3,750) and 75% to LWDA (\$11,250) in settlement of PAGA claims.
- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion to the Administrator.
- 1.37. “Plaintiff” means Mark Bruno Kovacic, the named plaintiff and Class Representative in the Action.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.39. “Released Class Claims” means 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. The Settlement Administrator shall include a legend on the settlement check stating: “By cashing this check, I am opting into the settlement in *Mark Bruno Kovacic v. The Alaris Group, Inc. and Paradigm Management Services, LLC, and Does 1-50*, Contra Costa County Superior Court, Case No. C22-01125 under the Fair Labor Standards Act, 29 U.S.C. § 216(b), and releasing the Released Class Claims and the Released Parties as described in the Settlement Agreement.”

d. The Released Class 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. In addition, except as expressly set forth in this Agreement, 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.

1.40. "Released PAGA Claims" means 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.

1.41. "Released Parties" means and refers to The Alaris Group, Inc. and Paradigm Management Services, LLC ("Defendants"), 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.

1.42. "Request for Exclusion" means a Class Member's timely submission of a written request to be excluded from the Class Settlement signed by the Class Member within the Response Deadline to the Administrator.

1.43. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees and shall be the last

date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. “Settlement” means the disposition of the Action, Case No. C22-01125, Superior Court of California, County of Contra Costa, and all related claims effectuated by this Agreement and the Judgment.

1.45. “Workweek” means any week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day.

2. RECITALS

2.1. On June 1, 2022, Plaintiff Mark Bruno Kovacic commenced this Action by filing a putative class action complaint against Defendant The Alaris Group, Inc. in the Superior Court of the State of California, County of Contra Costa. Plaintiff’s Complaint asserted claims that Defendant The Alaris Group, Inc.:

- (a) Violated California Business and Professions Code § 17200 *et seq.*;
- (b) Failed to pay overtime wages in violation of California Labor Code §§ 510, 1194 and 1198 *et seq.*;
- (c) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (d) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226; and
- (f) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802.

2.2. On July 12, 2022, Plaintiff filed a Representative Action complaint against Defendant The Alaris Group, Inc. in the Superior Court of the State of California, County of Contra Costa, asserting a single cause of action for violation of the Private Attorney General Act (Cal. Labor Code §§ 2698 *et seq.* or “PAGA”), Case No. C22-01425 (“PAGA Action”).

2.3. On December 12, 2023, Plaintiff filed a First Amended Consolidated Class and Representative PAGA Action Complaint, Superior Court of the State of California, County of Contra Costa, Case No. C22-01125, consolidating Case No. C22-01125 in the separately filed PAGA Action and naming Paradigm Management Services, LLC as a Defendant.

2.4. On February 2, 2024, Plaintiff provided an amended notice to the LWDA and to Defendants, including Defendant Paradigm Management Services, LLC.

- 2.5. The First Amended Consolidated Class and PAGA Action Complaint is the operative complaint in the Action (the “Operative Complaint”), Superior Court of the State of California, County of Contra Costa, Case No. C22-01125.
- 2.6. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.7. On August 30, 2023, the Parties participated in an all-day mediation presided over by Jeffrey Krivis, a respected mediator of wage and hour representative and class actions. At the conclusion of the mediation, each side, represented by its respective counsel, were able to agree to settle the Action and the PAGA Action, which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties with respect to the Action, including the putative class and PAGA claims asserted, and specifically excluding paragraph 10 of the MOU and the terms and conditions of the Plaintiff’s Separation Date Confidential Settlement and Release Agreement.
- 2.8. Prior to mediation, Plaintiff’s counsel obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff’s counsel’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.9. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiff or the Class have merit or that Defendants bear any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendants’ defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.10. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$730,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendants to the Administrator. Defendants

have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

- (a) To Plaintiff: Excluding any amounts potentially due to the Plaintiff after execution according to the terms of the Separation Date Confidential Settlement & Release Agreement, as the Class Representative, Plaintiff will receive a Service Payment of not more than \$12,500 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$243,333, and a Class Counsel Litigation Expenses Payment of not more than \$15,000. Defendants will not oppose requests for these payments provided that the requests do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$15,000 except for a showing of good cause and as approved by the Court. To the extent the

Administration Expenses Payment is less or the Court approves payment less than \$15,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$15,000 to be paid from the Gross Settlement Amount, with 75% (\$11,250) allocated to the LWDA PAGA Payment and 25% (\$3,750) allocated to the Individual PAGA Payments.
 - i. 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 Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment 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.
 - i. Tax Allocation of Individual Class Payments. 25% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 75% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant and Paradigm has represented that the Class consists of 88 Class Members who collectively worked a total of 8,834 Workweeks, and 65 Aggrieved Employees who worked a total of 2,785 PAGA Pay Periods.

- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Court Appointed Special Advocates for Contra Costa County consistent with Code of Civil Procedure Section 384(b) (“*Cy Pres* Recipient”). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended *Cy Pres* Recipient.

The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. **RELEASE OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and Class Representative, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. **Plaintiff’s Release.** Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, and Plaintiff’s PAGA Notice (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose at any time, based on occurrences outside the Class Period (see the Parties’ separate Separation Date Confidential Settlement & Release Agreement). Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

- 6.2. Plaintiff's Separation Date Confidential Settlement & Release Agreement. In addition to the Gross Settlement Amount, Plaintiff will also separately be paid pursuant to the execution of a separate, signed Separation Date Confidential Settlement & Release Agreement ("individual settlement agreement") to end his employment voluntarily which includes a voluntary waiver and release of all rights under California Civil Code, section 1542. The individual settlement paid to Plaintiff is in addition to the Gross Settlement Amount and will be memorialized in a confidential individual settlement and release agreement that will be separate from this Agreement. If the Court requires the Parties to submit the terms of the individual settlement agreement to obtain approval of this Settlement, the Parties agree that the individual settlement agreement may be submitted *in camera* to the Court.
- 6.3. Release by Participating Class Members. 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.
- 6.4. Release of PAGA Claims. 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, the Released Parties from the Released PAGA Claims.
7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.
- 7.1. Defendants' Responsibilities. Within 14 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and the *Cy Pres* Recipient, if any. In this Declaration, Defendants shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.
- 7.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)) with all related exhibits; (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed *Cy Pres* Recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed

declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator and/or the proposed *Cy Pres* Recipient; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the *Cy Pres* Recipient, if any. In their declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than February 28, 2024 and after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement;

and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith. In an effort to agree on

whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the class Notice, whichever are later.

8.5. Class Member Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.3 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. However, if a Class Member produces evidence to the contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class Member and the Parties will make the final decision as to the number of eligible Workweeks that should be applied and/or the Individual Settlement Payment to which the Class Member may be entitled, in the event that Defendant cannot make this determination themselves. If the Parties do not agree, the dispute will be submitted to the Court. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval,

the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (d) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- (e) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court. If a second

declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. **CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendants provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendants are providing a declaration as set forth in paragraph 7.1 above. Should the qualifying workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% (i.e., if the workweeks exceed 9,718), Defendants, at their option, can either choose to: (1) cut off the end date for the Class Period as of the date on which the number of workweeks reaches 9,718, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of workweeks worked by the Class Members above the 10% (i.e., if there was 11% increase in the number workdays during the Class Period, Defendants would agree to increase the Gross Settlement Amount by 1%), as set forth in paragraph 4.1 above.
10. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 4% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement and return the Parties to their respective positions as of the date of acceptance. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Administration Expenses incurred as of the date Defendants make this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
11. **MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 11.1. **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 11.2. **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together

in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an

admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this

Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when

the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants and shall provide a declaration verifying that all Class Data, in paper or electronic format, pertaining to this matter has been permanently destroyed.

13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendants:

Chad D. Greason
Daniel XuLi
Littler Mendelson, P.C.
Treat Towers, Suite 600
1255 Treat Boulevard
Walnut Creek, CA 94597
Tel: (925) 932-2468
Email: cgreason@littler.com
dxuli@littler.com

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of

this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on August 30, 2023, until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Mar 13, 2024



Mark Bruno Kovacic (Mar 13, 2024 15:54 PDT)

Plaintiff Mark Bruno Kovacic

Dated: _____

Thomas Mastri

For Defendant The Alaris Group, Inc.

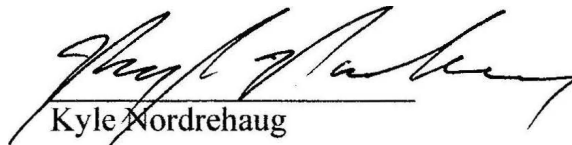
Dated: _____

Thomas Mastri

For Defendant Paradigm Management Services, LLC

Approved as to Form

Dated: 3/13/24



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff Mark Bruno Kovacic

Dated: _____

Chad D. Greason

Daniel XuLi

Attorneys for Defendants The Alaris Group, Inc. and
Paradigm Management Services, LLC

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14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Mark Bruno Kovacic

Dated: 03/15/2024 | 11:07

DocuSigned by:

PDT Thomas Mastri

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Thomas Mastri

For Defendant The Alaris Group, Inc.

Dated: 03/15/2024 | 11:07

DocuSigned by:

PDT Thomas Mastri

AF8C6F0CB8F04F4...

Thomas Mastri

For Defendant Paradigm Management Services, LLC

Approved as to Form

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff Mark Bruno Kovacic

Dated: 03/15/2024

Chad D. Greason

Chad D. Greason

Daniel XuLi

Attorneys for Defendants The Alaris Group, Inc. and
Paradigm Management Services, LLC

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

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 [REDACTED], 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”).

[IDENTIFYING INFORMATION]

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 **\$INSERT AMOUNT** 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 <<\$ [REDACTED]>> (less withholding).** **Your share of the PAGA Penalties is estimated to <<be \$ [REDACTED]>>.** The above estimates are based on Defendants’ records showing that **you worked << [REDACTED]>> workweeks** during the Class Period and **you worked << [REDACTED]>> 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 [REDACTED], 2024 (see Section [REDACTED] 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.

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 [redacted] [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax your dispute to [redacted] or email the dispute to [redacted] by no later than the Response Deadline. 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 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 [REDACTED]. You may also fax a written, signed, and dated request to opt-out to [REDACTED] or email a written, signed, and dated request to opt-out to [REDACTED] 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, and 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 [REDACTED]. You may also fax your written objection to [REDACTED] or email your written objection to [REDACTED] 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 [REDACTED] at [REDACTED] (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: <<[REDACTED]>>. 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: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Settlement Website: _____

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: <<_____>> 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.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

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.: MSC22-01125

[Consolidated with Case No. MSC22-01425]

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Charles S. Treat
Dept: 12

Date Filed: June 1, 2022
Trial Date: Not set

This matter came before the Honorable Charles S. Treat of the Superior Court of the State of California, in and for the County Contra Costa, on _____[DATE], for hearing on the unopposed motion by Plaintiff Mark Bruno Kovacic ("Plaintiff") for preliminary approval of the Class Action and PAGA Representative Action Settlement with Defendants The Alaris Group,

PRELIMINARY APPROVAL ORDER

1 Inc. and Paradigm Management Services, LLC (“Defendants”). The Court, having considered the
2 briefs, argument of counsel and all matters presented to the Court and good cause appearing,
3 hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

4
5 **IT IS HEREBY ORDERED:**

6 1. The Court preliminarily approves the Class Action and PAGA Settlement
7 Agreement (“Agreement”) attached as Exhibit ___ to the Declaration of Kyle Nordrehaug in
8 Support of Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action Settlement.
9 This is based on the Court’s determination that the Settlement set forth in the Agreement is within
10 the range of possible final approval, pursuant to the provisions of Section 382 of the California
11 Code of Civil Procedure and California Rules of Court, rule 3.769.

12 2. This Order incorporates by reference the definitions in the Agreement, and all
13 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

14 3. The Gross Settlement Amount that Defendants shall pay is Seven Hundred Thirty
15 Thousand Dollars (\$730,000). It appears to the Court on a preliminary basis that the settlement
16 amount and terms are fair, adequate and reasonable as to all potential Class Members when
17 balanced against the probable outcome of further litigation and the significant risks relating to
18 certification, liability and damages issues. It further appears that investigation and research have
19 been conducted such that counsel for the Parties are able to reasonably evaluate their respective
20 positions. It further appears to the Court that the Settlement will avoid substantial additional costs
21 by all Parties, as well as avoid the delay and risks that would be presented by the further
22 prosecution of the Action. It further appears that the Settlement has been reached as the result of
23 serious and non-collusive, arm’s-length negotiations.

24 4. The Court preliminarily finds that the Settlement appears to be within the range of
25 reasonableness of a settlement that could ultimately be given final approval by this Court. The
26 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
27 preliminarily finds that the monetary settlement awards made available to the Class is fair,
28

PRELIMINARY APPROVAL ORDER

adequate, and reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues.

5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$15,000, and a proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed \$12,500. The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence supporting these requests, including lodestar, prior to final approval.

6. The Court recognizes that Plaintiff and Defendants stipulate and agree to representative treatment and certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the Class which consists of "all individuals who are or previously were employed by Defendants in California who worked as Case Managers and who were classified as exempt basis at any time during the Class Period." The "Class Period" is June 1, 2018 to January 30, 2024.

7. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d) the Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate representative of the Class.

8. The Court provisionally appoints Plaintiff as the representative of the Class. The Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,

PRELIMINARY APPROVAL ORDER

1 Nicholas J. De Blouw, and Christine T. LeVu of Blumenthal Nordrehaug Bhowmik De Blouw
2 LLP as Class Counsel.

3 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
4 Amount of \$15,000, which shall be allocated as follows: \$11,250 to the Labor & Workforce
5 Development Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties
6 paid under this Agreement pursuant to the PAGA and \$3,750 to the Aggrieved Employees.
7 “Aggrieved Employees” are all individuals who are or previously were employed by Defendants
8 in California who worked as Case Managers and who were classified as exempt at any time during
9 the PAGA Period. The PAGA Period is from May 8, 2021 to January 30, 2024. Pursuant to
10 Labor Code section 2699, subdivision (l)(2), the LWDA will be provided notice of the Agreement
11 and these settlement terms. The Court finds the PAGA Penalties to be reasonable.

12 10. The Court hereby approves, as to form and content, the Class Notice attached to the
13 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
14 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
15 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
16 and opportunity to object to the Settlement. The Court further finds that the distribution of the
17 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
18 the requirements of due process, is the best notice practicable under the circumstances, and shall
19 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
20 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
21 Notice Packet is returned because of an incorrect address, the Administrator will promptly search
22 for a more current address for the Class Member and re-mail the Class Notice Packet to any new
23 address for the Class Member no later than seven (7) days after the receipt of the undelivered
24 Class Notice.

25 11. The Court hereby appoints ILYM Group as the Administrator. No later than fifteen
26 (15) days after this Order, Defendants will provide the Class Data to the Administrator in
27 accordance with the Agreement. The Administrator will perform address updates and

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PRELIMINARY APPROVAL ORDER

1 verifications as necessary prior to the first mailing. Using best efforts to mail it as soon as
2 possible, and in no event later than fourteen (14) days after receiving the Class Data, the
3 Administrator will mail the Class Notice Packet to all Class Members via first-class regular U.S.
4 Mail to their last known address.

5 12. The Court hereby preliminarily approves the proposed procedure for exclusion
6 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
7 from the Class as provided in the Class Notice by following the instructions for requesting
8 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
9 postmarked or received no later than sixty (60) calendar days after the date of the mailing of the
10 Class Notice (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response Deadline
11 for requests for exclusion will be extended an additional fourteen (14) days. A Request for
12 Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
13 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
14 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
15 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
16 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
17 exclusion may only opt-out that particular individual, and any attempt to effect an opt-out of a
18 group, class, or subclass of individuals is not permitted and will be deemed invalid.

19 13. Any Class Member who has not opted-out may appear at the final approval hearing
20 and may object or express the Class Member’s views regarding the Settlement and may present
21 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
22 and determined by the Court as provided in the Class Notice. Class Members will have until the
23 Response Deadline to submit their written objections to the Administrator. Written objections
24 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
25 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
26 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
27 Hearing to make an oral objection.

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PRELIMINARY APPROVAL ORDER

1 14. A final approval hearing shall be held before this Court on _____
2 _____ at _____ in Department 12 at the Contra Costa County Superior Court to
3 hear the motion for final approval and for attorneys' fees and costs, and to determine all necessary
4 matters concerning the Settlement, including: whether the proposed settlement of the Action on
5 the terms and conditions provided for in the Agreement is fair, adequate and reasonable and
6 should be finally approved by the Court; whether the Final Approval Order and Judgment should
7 be entered herein; whether the plan of allocation contained in the Agreement should be approved
8 as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and
9 costs, service award, and the fees and expenses of the Administrator. All papers in support of the
10 motion for final approval shall be filed with the Court and served on all counsel no later than
11 sixteen (16) court days before the hearing and the motion shall be heard at this final approval
12 hearing.

13 15. Neither the Settlement nor any exhibit, document, or instrument delivered
14 thereunder shall be construed as a concession or admission by Defendants in any way that the
15 claims asserted have any merit or that this Action was properly brought as a class or representative
16 action, and shall not be used as evidence of, or used against Defendants as, an admission or
17 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
18 omission by Defendants or with respect to the truth of any allegation asserted by any person.
19 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
20 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
21 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
22 deemed to be evidence for any purpose adverse to the Defendants, including, but not limited to,
23 evidence of a presumption, concession, indication or admission by Defendants of any liability,
24 fault, wrongdoing, omission, concession or damage.

25 16. In the event the Settlement does not become effective in accordance with the terms
26 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
27 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
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PRELIMINARY APPROVAL ORDER

1 and the Parties shall revert to their respective positions as of before entering into the Agreement,
2 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
3 including all available defenses and affirmative defenses, and arguments that any claim in the
4 Action could not be certified as a class action and/or managed as a representative action . In such
5 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
6 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
7 the Agreement with respect to the effect of the Agreement if it is not approved.

8 17. The Court reserves the right to adjourn or continue the date of the final approval
9 hearing and all dates provided for in the Agreement without further notice to Class Members and
10 retains jurisdiction to consider all further applications arising out of or connected with the
11 proposed Settlement.

12 **IT IS SO ORDERED.**

13 Dated: _____

14 _____
15 HON. CHARLES S. TREAT
16 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

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.: MSC22-01125

[Consolidated with Case No. MSC22-01425]

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

Hearing Date: _____
Hearing Time: _____

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 _____ 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 _____, the Court granted preliminary approval of the Settlement. At
25 this same time, the Court approved conditional certification of the Class for settlement purposes
26 only.

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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. ____
8 objections were received. _____ requests for exclusion were received.

9 e. The participation rate was high. _____ Class Members will be mailed a
10 settlement payment, representing ____% 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 \$_____ for attorneys' fees, representing one-third of the
20 Gross Settlement Amount, and \$_____ for litigation costs and expenses, is reasonable,
21 in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and
22 the results achieved by Class Counsel. The requested award has been supported by Class
23 Counsel's lodestar 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 \$_____ to the Plaintiff is reasonable in
28

FINAL APPROVAL ORDER AND JUDGMENT

1 light of the risks and burdens undertaken by the Plaintiff in this litigation and for his time and
2 effort in 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 \$_____ in fees and expenses, and this amount is reasonable in
9 light 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:
27
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FINAL APPROVAL ORDER AND JUDGMENT

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. [INSERT
9 REFERENCE TO IDENTIFY ANY OPT OUTS].

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 \$_____ and
16 costs in the amount of \$_____. Class Counsel shall not seek or obtain any other
17 compensation or reimbursement from Defendants, Plaintiff, or members of the Class.

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

20 20. The payment of \$_____ to the Administrator for its fees and expenses is
21 approved.

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

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

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

FINAL APPROVAL ORDER AND JUDGMENT

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

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

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

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

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

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FINAL APPROVAL ORDER AND JUDGMENT

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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FINAL APPROVAL ORDER AND JUDGMENT

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,

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FINAL APPROVAL ORDER AND JUDGMENT

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: _____

17 _____
18 HON. CHARLES S. TREAT
19 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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FINAL APPROVAL ORDER AND JUDGMENT

EXHIBIT #3

BLUMENTHAL NORDREHAUG

BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CA 92037
(858) 551-1223

OCTOBER 25, 2024

MARK BRUNO KOVACIC

RE: ALARIS GROUP INC/PARADIGM
FILE NUMBER: CA2585.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
12/21/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT AGAINST DEFENDANT. RESEARCH DEFENDANT'S BUSINESS OPERATIONS IN CA. CONFERENCE WITH PLAINTIFF TO DISCUSS STATUS AND CURRENT WORKPLACE ISSUES CONCERNING RETALIATION. REVIEW CLAIMS AND FACTS.	4.20	850	3,570.00
12/28/21	ND	REVIEW DISCRMINATION AND RETALIATION CLAIMS UNDER THE DFEH. ANALYZE DAMAGES. LEGAL RESEARCH REARDING PREVIOUS COURT OPINIONS AND EXISITNG CASE LAW. CALL WITH PLAINTIFF TO DISCUSS CLAIMS.	3.10	850	2,635.00
12/29/21	ND	REVIEW 2802 REIMBURSEMENT CLAIMS. LEGAL RESEARCH. DRAFT COMPLAINT.	2.20	850	1,870.00
12/30/21	ND	REVIEW ENTIRE EMPLOYMENT FILE FOR CLAIMS. REVIEW AND ANALYZE JOB TASKS AND EXEMPT CLASSIFICATION. ANALYZE OVERTIME AND MEAL BREAK CLAIMS. LEGAL RESEARCH REGARDING THE SAME. CONFERENCE WITH PLAINTIFF TO OBTAIN BACKGROUND FACTS FOR COMPLAINT.	4.40	850	3,740.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/02/22	ND	DRAFT COMPLAINT. REVIEW JOB TASKS. RESEARCH EXEMPTIONS. CALL WITH PLAINTIFF.	5.00	850	4,250.00
01/04/22	ND	DRAFT COMPLAINT. REVIEW AND REVISE MEAL BREAK AND OVERTIME CLAIMS. SEND TO PLAINTIFF FOR APPROVAL TO FILE. CALL TO DISCUSS LAWSUIT PROCESS AND POTENTIAL OUTCOMES.	4.40	850	3,740.00
01/06/22	ND	REVIEW COMPLAINT AND WAGE AND HOUR CLAIMS. DRAFT INTERNAL CASE NOTES MEMO DETAILING FACTS AND LAW.	2.00	850	1,700.00
01/14/22	ND	LEGAL RESEARCH RE PAGA CLAIMS. DRAFT PAGA NOTICE. UPLOAD TO LWDA WEBSITE	2.00	850	1,700.00
04/13/22	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.80	450	1,260.00
04/18/22	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	675	337.50
04/18/22	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS	2.50	675	1,687.50
04/19/22	RE	REVIEW, EDIT & REVISE CLASS ACTION COMPLAINT; FINALIZE DRAFT FOR FILING	2.75	675	1,856.25
04/29/22	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.80	450	1,260.00
05/31/22	RE	DRAFT SUMMONS AND CIVIL CASE COVER SHEET	0.50	675	337.50
05/31/22	RE	REVIEW & EDIT CLASS ACTION COMPLAINT PACKAGE; EMAIL/CONFER W ND RE COMPLAINT; FILE IN CONTRA COSTA SUP. CT.	1.00	675	675.00
06/06/22	RE	REVIEW COURT RETURNED DOCUMENTS; REVIEW NOTICE OF ASSIGNMENT AND INITIAL HEARING; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT	0.50	675	337.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE					
<u>TOTAL BILLED HOURS</u>					
NICK DEBLOUW		27.30 hr @ 850.00	\$	23,205.00	
RICO EHMANN		7.75 hr @ 675.00	\$	5,231.25	
SCOTT BLUMENTHAL		5.60 hr @ 450.00	\$	2,520.00	
TOTAL PROFESSIONAL SERVICES			40.65		<u>\$ 30,956.25</u>
COSTS ADVANCED					
01/14/22	PAGA FILING FEE				<u>75.00</u>
TOTAL COSTS ADVANCED					<u>\$ 75.00</u>
TOTAL CURRENT CHARGES					<u>\$ 31,031.25</u>

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 1
Date: 10/25/2024
Due On: 11/24/2024

Mark Bruno Kovacic
PO Box 3157
Walnut Creek, CA 94598

CA2585

The Alaris Group

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/15/2022	Review filed complaint and court documents; review memo from RE and status	0.50	\$950.00	\$475.00
Service	07/12/2022	Draft PAGA only representative action complaint	4.25	\$675.00	\$2,868.75
Service	07/12/2022	Draft summons and civil case cover sheet re paga action	0.50	\$675.00	\$337.50
Service	07/12/2022	Review & finalize paga complaint package; file in Contra Costa Sup. Ct.	0.75	\$675.00	\$506.25
Service	07/18/2022	Review court returned documents; review docket; memo to firm re judicial/departments assignment and status of initial case management conference re paga action	0.50	\$675.00	\$337.50
Service	07/21/2022	Prepare initial documents for service of process; identify registered agent; send out for service via knox re class case	0.70	\$675.00	\$472.50
Service	07/21/2022	Prepare initial documents for service of process; identify registered agent; send out for service via knox re paga case	0.70	\$675.00	\$472.50
Service	07/22/2022	File Proof of Service of Summons re class case; memo to firm re post-service written discovery	0.50	\$675.00	\$337.50
Service	07/22/2022	File Proof of Service of Summons re paga case; memo to firm re post-service written discovery	0.50	\$675.00	\$337.50

Service	09/02/2022	Review and analyze answer to complaint.	0.30	\$750.00	\$225.00
Service	09/23/2022	Review and outline file for onboarding; review order re CMC; correspondence regarding the same.	1.00	\$550.00	\$550.00
Service	09/26/2022	Review and outline orders; correspondence with opposing counsel regarding the same.	0.80	\$550.00	\$440.00
Service	09/26/2022	Review and outline file for status; draft case management statement.	1.30	\$550.00	\$715.00
Service	09/27/2022	Revise Joint Case Management Statement; Discuss revisions with Andy and strategy on stay of discovery pending mediation.	0.40	\$750.00	\$300.00
Service	09/27/2022	Follow up correspondence with opposing counsel regarding meet and confer teleconference.	0.40	\$550.00	\$220.00
Service	09/27/2022	Teleconference with opposing counsel; draft summary.	0.80	\$550.00	\$440.00
Service	09/27/2022	Draft joint statement; submit to opposing counsel for review.	1.00	\$550.00	\$550.00
Service	09/28/2022	Revise, finalize, file and serve joint statement; draft follow up correspondence with opposing counsel.	1.30	\$550.00	\$715.00
Service	09/30/2022	Multiple correspondence regarding CMC; review docket and joint statement.	0.60	\$550.00	\$330.00
Service	10/03/2022	Review and outline joint statement and orders; prepare for CMC.	0.60	\$550.00	\$330.00
Service	10/03/2022	Attend CMC; draft and circulate summary.	0.80	\$550.00	\$440.00
Service	10/04/2022	Review docket for status of filing; multiple correspondence with AC regarding future filings.	0.70	\$550.00	\$385.00
Service	10/24/2022	Review and outline orders and pleadings for status of PAGA action.	0.60	\$550.00	\$330.00
Service	10/24/2022	Draft joint case management statement for input by opposing counsel.	1.20	\$550.00	\$660.00
Service	10/26/2022	Revise joint statement; review docket regarding CMC; draft correspondence with opposing counsel.	0.70	\$550.00	\$385.00
Service	11/02/2022	Follow up correspondence with opposing counsel regarding joint statement.	0.40	\$550.00	\$220.00
Service	11/02/2022	Teleconference with opposing counsel; draft and circulate summary.	0.60	\$550.00	\$330.00
Service	11/03/2022	Research regarding primary rights; draft summary for joint statement.	0.60	\$550.00	\$330.00
Service	11/07/2022	Revise joint statement; draft follow up correspondence with opposing counsel.	0.40	\$550.00	\$220.00

Service	11/07/2022	Teleconference with opposing counsel; draft and submit revised joint report.	0.50	\$550.00	\$275.00
Service	11/08/2022	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
Service	11/08/2022	Follow up correspondence with opposing counsel regarding joint statement.	0.40	\$550.00	\$220.00
Service	11/08/2022	Review revisions to joint statement by opposing counsel; revise, finalize, file and serve joint statement.	0.50	\$550.00	\$275.00
Service	11/11/2022	Review docket and joint statement; multiple correspondence regarding appearance.	0.50	\$550.00	\$275.00
Service	11/14/2022	Prepare for and attend CMC; draft and circulate summary.	1.00	\$550.00	\$550.00
Service	11/30/2022	Multiple correspondence regarding mediation and stipulation; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	12/02/2022	Multiple follow up correspondence regarding mediation; begin review of mediation stipulations in Class and PAGA actions.	0.50	\$550.00	\$275.00
Service	12/06/2022	Review file and orders for status; draft stipulation to stay matter in Class action; circulate to opposing counsel.	1.20	\$550.00	\$660.00
Service	12/06/2022	Review file and orders for status; draft stipulation to stay matter in PAGA action; circulate to opposing counsel.	0.80	\$550.00	\$440.00
Service	12/09/2022	Follow up correspondence with opposing counsel regarding stipulation to stay.	0.30	\$550.00	\$165.00
Service	12/15/2022	Review and outline additional documents; draft mediation data request for review by AB.	1.50	\$550.00	\$825.00
Service	12/23/2022	Follow up correspondence with opposing counsel regarding stipulation to stay action; correspondence with CTL regarding the same.	0.30	\$550.00	\$165.00
Service	12/28/2022	[Class] Draft Joint Case Management Statement.	0.80	\$750.00	\$600.00
Service	12/29/2022	Email to C. Greeson re: Joint CMC statement.	0.30	\$750.00	\$225.00
Service	12/29/2022	Telephone call to C. Greeson re: joint case management statement.	0.30	\$750.00	\$225.00
Service	12/30/2022	Email to C. Greeson re: Plaintiff's CMS filing due to no response.	0.30	\$750.00	\$225.00
Service	12/30/2022	[CLASS] Revise and Finalize stipulation to stay pending mediation	1.10	\$750.00	\$825.00
Service	12/30/2022	[PAGA] Revise and Finalize stipulation to stay pending mediation	0.90	\$750.00	\$675.00

Service	01/03/2023	Review and outline file for status in advance of CMC.	0.50	\$550.00	\$275.00
Service	01/03/2023	Attend CMC; draft and circulate summary.	0.70	\$550.00	\$385.00
Service	01/03/2023	Set up Courtlinks	0.20	\$250.00	\$50.00
Service	01/06/2023	Review and analyze docket re: hearing on Further case management.	0.20	\$750.00	\$150.00
Service	01/06/2023	Review and analyze docket re: hearing on Further case management.	0.20	\$750.00	\$150.00
Service	01/06/2023	Review docket and retrieve notice and order; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	01/06/2023	Dwnld order re stip, email to TG re DSC, email CJ re calendar dates	0.30	\$250.00	\$75.00
Service	02/08/2023	Email to C. Gleeson re: Stipulation to Stay Pending Mediation.	0.30	\$750.00	\$225.00
Service	02/08/2023	Review docket and file for status of stipulation to stay matter; multiple correspondence with AC regarding the same.	0.30	\$550.00	\$165.00
Service	02/08/2023	Draft revisions to stipulation and order; submit to opposing counsel for review.	0.70	\$550.00	\$385.00
Service	02/08/2023	Review file for status of CMC; draft joint case management statement and submit to opposing counsel for review.	0.80	\$550.00	\$440.00
Service	02/08/2023	PAGA - Call clerk re stip to stay not signed, filed 12/30/22, left vm /// Spoke with clerk, stip and order not signed because /s/ signature	1.00	\$250.00	\$250.00
Service	02/09/2023	Multiple correspondence with opposing counsel regarding joint statement and stipulation to stay action.	0.50	\$550.00	\$275.00
Service	02/09/2023	Revise and finalize joint case management statement; draft proof of service, file and serve.	0.70	\$550.00	\$385.00
Service	02/09/2023	Revise and finalize stipulation and proposed order to stay action; draft proof of service, file and serve.	0.80	\$550.00	\$440.00
Service	02/13/2023	Review docket for status of filing of stipulation; draft multiple follow up correspondence.	0.50	\$550.00	\$275.00
Service	02/14/2023	Prepare for and attend CMC; draft and circulate summary.	0.70	\$550.00	\$385.00
Service	04/12/2023	Dwnld order staying case pending mediation, add track to courtlinks	0.30	\$250.00	\$75.00
Service	07/14/2023	Review file for status of mediation production; follow up correspondence with opposing counsel.	0.50	\$550.00	\$275.00
Service	07/28/2023	Draft case information sheet for mediation; update	1.70	\$550.00	\$935.00

		exhibit book.			
Service	07/28/2023	Teleconference with opposing counsel; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	08/01/2023	Email form C. Greeson re: 50% sample size.	0.30	\$750.00	\$225.00
Service	08/01/2023	Multiple follow up correspondence with opposing counsel regarding mediation; update mediation spreadsheet; update exhibit book.	1.20	\$550.00	\$660.00
Service	08/01/2023	Review discovery and court docket to date. Review case file and claims. Review and analyze data produced by Defendant for mediation purposes. Call with Plaintiff regarding status. Prepare for mediation. Legal research previous cases involving same job title for overtime claims.	5.60	\$850.00	\$4,760.00
Service	08/05/2023	Call with Plaintiff to obtain facts for mediation brief. Review and analyze 2802 claims. Legal research regarding administrative exemption and court orders regarding the same.	3.70	\$850.00	\$3,145.00
Service	08/07/2023	Update class list spreadsheet re info provided by OPC ahead of mediation	0.20	\$250.00	\$50.00
Service	08/08/2023	Receive and review documents from opposing counsel; draft follow up correspondence.	0.30	\$550.00	\$165.00
Service	08/08/2023	Create exhibit book for additional documents.	0.80	\$550.00	\$440.00
Service	08/08/2023	Draft revised mediation analysis after review of documents.	0.70	\$550.00	\$385.00
Service	08/09/2023	[PAGA] Review and analyze Court's Order Continuing CMC.	0.20	\$750.00	\$150.00
Service	08/09/2023	[Class] Review and analyze Court's Order Continuing CMC.	0.20	\$750.00	\$150.00
Service	08/09/2023	Receipt and review of Notice of Continuance of Further Case Management Conference, and determination as to further handling.	0.10	\$675.00	\$67.50
Service	08/10/2023	Review and analyze previous settlements regarding the same or similar claims for settlement valuation. Analyze Defendant's wage and hour policy documents. Review job descriptions and job tasks.	2.90	\$850.00	\$2,465.00
Service	08/15/2023	Review courtlinks alert for both matters, CMC set for 10/2/23, review status of case, no action needed	0.20	\$250.00	\$50.00
Service	08/17/2023	Multiple correspondence with opposing counsel regarding production; review file.	0.30	\$550.00	\$165.00
Service	08/19/2023	Begin drafting mediation brief. Discuss with AJB. Status update to Plaintiff regarding mediation.	4.90	\$850.00	\$4,165.00

Service	08/21/2023	Class - Prepare POS and Serve notice of continuance of hearing on OPC via email	0.30	\$250.00	\$75.00
Service	08/21/2023	Finalize Notice re Order Continuing Hearing.	0.30	\$750.00	\$225.00
Service	08/21/2023	Review case demographics. Draft MOU for mediation.	1.90	\$850.00	\$1,615.00
Service	08/22/2023	Update and submit mediation form; multiple correspondence with AB regarding the same.	0.80	\$550.00	\$440.00
Service	08/22/2023	Draft mediation brief.	5.00	\$895.00	\$4,475.00
Service	08/22/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	08/23/2023	Teleconference with client regarding mediation; receive and review documents; draft and circulate summary; update file.	1.70	\$550.00	\$935.00
Service	08/23/2023	Review file for performance reviews and production memos; draft follow up correspondence regarding the same.	0.50	\$550.00	\$275.00
Service	08/23/2023	Finalize and file mediation brief.	5.00	\$895.00	\$4,475.00
Service	08/24/2023	Review and organize plaintiff's documents provided today. Combine, bates stamp and add to 1-162. Save in the file as 1-212 (not produced)	1.00	\$250.00	\$250.00
Service	08/24/2023	Multiple correspondence with client regarding additional documents for mediation.	0.30	\$550.00	\$165.00
Service	08/24/2023	Multiple follow up correspondence regarding client document.	0.30	\$550.00	\$165.00
Service	08/24/2023	Receive and review/outline additional documents; update exhibit book; multiple correspondence with AB regarding the same.	0.80	\$550.00	\$440.00
Service	08/25/2023	Receive and review additional documents form opposing counsel; update mediation sheet.	1.20	\$550.00	\$660.00
Service	08/25/2023	Calculate individual damages, add to case notes, advise AJB	2.60	\$450.00	\$1,170.00
Service	08/26/2023	Review and analyze expert damage and penalty report. Review notes and assumptions. Analyze all mediation materials and briefs in preparation for mediation.	2.70	\$850.00	\$2,295.00
Service	08/28/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
Service	08/30/2023	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
Service	08/30/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	08/31/2023	Discuss mediation outcome w/ partners. Continue to negotiate w/ mediator. Review/analyze mediator's	5.00	\$895.00	\$4,475.00

		proposal. Discuss proposal w/ partners.			
Service	08/31/2023	Review docs, analyze re settlement issues. Advise AJ.	2.50	\$995.00	\$2,487.50
Service	09/01/2023	Review addtl redlines to MOU / finalize and respond. Discuss w/ partners.	2.00	\$895.00	\$1,790.00
Service	09/01/2023	Review MOU, analyze re approval issues. Advise AJ.	2.00	\$995.00	\$1,990.00
Service	09/01/2023	Conference with Plaintiff to discuss mediation results and potential outcomes. Legal research regarding settlement of case and resignation of employment and effect on health and other benefits including SDI claims with state. Report back to Plaintiff and partners.	2.60	\$850.00	\$2,210.00
Service	09/01/2023	Review MOU and revisions thereto; advise AJ	0.50	\$950.00	\$475.00
Service	09/08/2023	Review MOU, analyze, advise AJ.	1.25	\$995.00	\$1,243.75
Service	09/11/2023	Run costs in Tussman and Clio	0.30	\$250.00	\$75.00
Service	09/14/2023	Review file for status; draft joint statement in Class and PAGA actions; submit to opposing counsel for review.	0.80	\$550.00	\$440.00
Service	09/14/2023	Receive revisions; finalize, file and serve joint statements in Class and PAGA actions.	0.50	\$550.00	\$275.00
Service	09/18/2023	review MOU, analyze for final.	2.00	\$995.00	\$1,990.00
Service	09/18/2023	Review/revise settlement agreement/MOU - exchange corr w/ defendant re same.	3.00	\$895.00	\$2,685.00
Service	09/18/2023	Review revised MOU; advise AJ	0.50	\$950.00	\$475.00
Service	09/21/2023	Review/review MOU/individual agreement.	2.00	\$895.00	\$1,790.00
Service	09/21/2023	Review MOU, analyze issues re settlement. Advise AJ.	2.50	\$995.00	\$2,487.50
Service	09/29/2023	Class/PAGA - Review court's website, confirm CMC 10/2 still on calendar, verify remote appearance info for AGR	0.30	\$250.00	\$75.00
Service	10/02/2023	Prepare for and attend CMC; draft and circulate summary.	1.20	\$550.00	\$660.00
Service	10/11/2023	Flip settlement agreement	0.50	\$250.00	\$125.00
Service	10/13/2023	Review status of case, confirm continued mediation on calendar for 10/16, confirm remote appearance info on file and calendar reminder to text AJ	0.30	\$250.00	\$75.00
Service	10/19/2023	Review courtlinks alert re further CMC set on Class and PAGA cases, confirm new dates on calendar	0.30	\$250.00	\$75.00
Service	10/20/2023	Review and analysis of MOU; review prior correspondence and review to insure outcome is handled in the MOU; respond to AJ and NBB	1.00	\$950.00	\$950.00

Service	10/20/2023	Draft First Amended Consolidated Class and PAGA Action Complaint; Email to C. Greeson re: Stipulation and FACC.	1.80	\$750.00	\$1,350.00
Service	10/20/2023	Draft stip to consolidate and file FAC	0.50	\$250.00	\$125.00
Service	10/20/2023	Revise Stipulation for Leave to File FACC; Email to C. Greeson re: same.	0.50	\$750.00	\$375.00
Service	10/20/2023	Review final MOU, analyze, advise AJ	2.75	\$995.00	\$2,736.25
Service	10/23/2023	Revise and finalize FACC; Email to C. Greeson re: Stipulation for leave to file FACC and FACC revisions.	0.50	\$750.00	\$375.00
Service	10/23/2023	Review and analyze mediation notes. Review and analyze MOU terms. Send to Plaintiff for approval. Call to discuss terms and obtain signature.	1.40	\$850.00	\$1,190.00
Service	10/27/2023	Multiple correspondence regarding status of settlement; receive and review draft MOU.	0.50	\$550.00	\$275.00
Service	11/03/2023	Email to T. Rogers re: request for settlement administration and bid.	0.30	\$750.00	\$225.00
Service	11/07/2023	Ran fees/cost report in Clio and Tussman, saved in file, email CTL	0.20	\$250.00	\$50.00
Service	11/07/2023	Review file for status; draft joint CMS and submit to opposing counsel.	1.40	\$550.00	\$770.00
Service	11/08/2023	Draft further revisions to joint statement; finalize, file and serve.	0.80	\$550.00	\$440.00
Service	11/13/2023	Multiple correspondence regarding status of MOU.	0.40	\$550.00	\$220.00
Service	11/15/2023	Review MOU, analyze for final. Advise AJ.	2.75	\$995.00	\$2,736.25
Service	11/28/2023	Email to C. Greeson re: First Amended Complaint and Stipulation for Leave to File FACC; Revise and finalize First Amended Complaint and Stipulation for Leave to File FACC.	0.40	\$750.00	\$300.00
Service	11/28/2023	Review joint stip and proposed order for leave to file FAC for service, prepare POS, file in Onelegal. Email to OPC re attached joint stip and proposed order. Email to Courtdocs to circulate. Set up Courtlinks alerts.	0.60	\$250.00	\$150.00
Service	11/28/2023	Email from J. Smith re: Joint Stipulation for Leave to file FAC; Review and analyze Joint Stipulation for Leave to file FAC	0.30	\$750.00	\$225.00
Service	11/28/2023	Email to OPC re joint stip for wet signature. Finalize joint stip to re-file. File via One-legal. Email to Courtdocs to circulate.	0.30	\$250.00	\$75.00
Service	11/28/2023	Follow up with OPC re status of MOU, confirm MOU fully executed	0.40	\$250.00	\$100.00

Service	12/11/2023	[Class] Retrieve order granting leave to file FAC to consolidate. Email to Court docs for circulation.	0.10	\$250.00	\$25.00
Service	12/11/2023	Update class spreadsheet with updated info.	0.10	\$250.00	\$25.00
Service	12/11/2023	Revise Long Form Settlement Agreement - Class.	0.70	\$750.00	\$525.00
Service	12/11/2023	Email to T. Rogers re: request for ILYM estimate.	0.30	\$750.00	\$225.00
Service	12/11/2023	Receipt and review Order re Consolidation and leave to File FACC.	0.30	\$750.00	\$225.00
Service	12/11/2023	Review and outline MOU in advance of drafting settlement agreement.	0.80	\$550.00	\$440.00
Service	12/11/2023	Draft longform settlement agreement; submit to CTL for review.	1.80	\$550.00	\$990.00
Service	12/11/2023	Finalize FAC for service. Prepare POS and file via Onelegal. Email to OPC re FAC. Email to Courtdocs.	0.60	\$250.00	\$150.00
Service	12/11/2023	Review draft Agreement; cross-check with MOU and approval requirements; advise CL	1.00	\$950.00	\$950.00
Service	12/12/2023	Correspondence with KN regarding settlement agreement.	0.30	\$550.00	\$165.00
Service	12/12/2023	Revise draft settlement agreement and submit to opposing counsel.	0.50	\$550.00	\$275.00
Service	12/13/2023	Multiple correspondence with CTL regarding administrator.	0.30	\$550.00	\$165.00
Service	12/19/2023	Review court docket for conformed file FACC. Retrieve FACC and file it with the LWDA. Confirmation saved in file. Email to Courtdocs.	0.20	\$250.00	\$50.00
Service	01/25/2024	Receipt and review Defendant's revisions to settlement agreement; Revise settlement agreement.	1.60	\$750.00	\$1,200.00
Service	01/25/2024	Email to C. Gleeson re: revisions to settlement agreement.	0.30	\$750.00	\$225.00
Service	01/25/2024	Review revisions to the Agreement; review emails and analysis of questions from CL; respond to issues	1.00	\$950.00	\$950.00
Service	01/29/2024	Draft amended PAGA letter to add Paradigm as defendant	0.50	\$250.00	\$125.00
Service	01/30/2024	Revise and finalize Amended LWDA Letter to include Paradigm.	0.40	\$750.00	\$300.00
Service	01/31/2024	Email from/to D. Xuli re: meet and confer re settlement agreement.	0.30	\$750.00	\$225.00
Service	01/31/2024	Email from/to D. Xuli re: revisions to settlement agreement.	0.20	\$750.00	\$150.00

Service	02/01/2024	Review emails and settlement issues; monitor status of settlement	0.50	\$950.00	\$475.00
Service	02/02/2024	Finalize amended PAGA letter, attach operative complaint, upload via LWDA website, serve on OPC via certified usps, dwnld confirmation and add to file	0.80	\$250.00	\$200.00
Service	02/02/2024	Revise and analyze Settlement Agreement; Email to D. Xuli re: revisions; Discuss with Kyle re: individual agreement and motion for preliminary approval.	1.50	\$750.00	\$1,125.00
Service	02/07/2024	Review email and revisions to the Agreement; work on settlement issues; pull documents for use in settlement	1.00	\$950.00	\$950.00
Service	02/12/2024	Email from D. Xuli re revisions to Settlement Agreement and Amended PAGA Notice.	0.30	\$750.00	\$225.00
Service	02/12/2024	Draft exhibits to the Agreement; email Def	4.00	\$950.00	\$3,800.00
Service	02/12/2024	Review and revise Agreement; prepare final redlines; respond to Def comments; email draft to Defendant	1.50	\$950.00	\$1,425.00
Service	02/13/2024	Review mediation notes/MOU/exposure analysis. Draft Kullar analysis for prelim app motion.	3.00	\$895.00	\$2,685.00
Service	02/15/2024	Review and revise Agreement; prepare final agreement; email Def; memo to staff	1.00	\$950.00	\$950.00
Service	02/19/2024	Email from D. Xuli re: revisions to settlement exhibits.	0.30	\$750.00	\$225.00
Service	03/05/2024	Review Defendants' revisions to the Exhibits; analysis of issues; review and revise exhibits and send redlines of exhibits to the Defendant	2.50	\$950.00	\$2,375.00
Service	03/06/2024	Review status and emails; plan next steps; memo to NBB	0.50	\$950.00	\$475.00
Service	03/12/2024	Review status and revisions to Exhibit A; finalize Exhibit A; prepare signed Agreement; emails with Defendant	1.50	\$950.00	\$1,425.00
Service	03/13/2024	Review final agreement documents; compare with prior versions; prepare executed documents and email Def	0.50	\$950.00	\$475.00
Service	03/13/2024	Perform Kullar valuation/analysis/draft section for prelim motion.	3.00	\$895.00	\$2,685.00
Service	03/13/2024	Review settlement agreement terms and exhibits for conformity with MOU. Send to Plaintiff for signature. Follow up with call to explain.	1.30	\$850.00	\$1,105.00
Service	03/19/2024	Email from D. Xuli re: draft motion for preliminary approval.	0.20	\$750.00	\$150.00
Service	03/20/2024	Analysis of approval issues and kullar valuations; prepare approval outline; begin drafting motion for prelim approval.	2.50	\$950.00	\$2,375.00
Service	03/21/2024	Draft motion for prelim approval; memo to AJ re issues	3.30	\$950.00	\$3,135.00

		to address; legal research for motion; email draft motion to Def.			
Service	04/04/2024	Draft Joint CMS and email to D. XuLi for review	0.50	\$450.00	\$225.00
Service	04/04/2024	Finalize joint CMS, file via one legal, serve via email	0.30	\$450.00	\$135.00
Service	04/05/2024	Review status of case, Confirm 4/9 CMC hearing still on calendar, circulate zoom link to appear remotely	0.30	\$250.00	\$75.00
Service	04/08/2024	Review and revise motion per comments from Defendant; memo to Admin re declaration; email revise draft motion to Defendant	2.75	\$950.00	\$2,612.50
Service	04/08/2024	Email form K. Stern re: signed declaration of administrator.	0.20	\$750.00	\$150.00
Service	04/09/2024	Draft declaration ISO motion; prepare exhibits	2.50	\$950.00	\$2,375.00
Service	04/09/2024	Review and revise motion for preliminary approval; emails with Defendant regarding final revisions; update figures; file and serve motion; serve LWDA	2.30	\$950.00	\$2,185.00
Service	04/09/2024	Review file and prior correspondence for status; prepare for and attend CMC in Class/PAGA actions; draft and circulate summary.	1.40	\$550.00	\$770.00
Service	04/09/2024	Final Prelim Approval Motion for filing. Analyze.	2.75	\$995.00	\$2,736.25
Service	04/16/2024	Review filed documents; download and schedule; emails to Defendant	0.50	\$950.00	\$475.00
Service	04/18/2024	Telephone call to court clerk at # (925) 608-1112 re vacating 10/9 CMC since MPA was filed.	0.20	\$250.00	\$50.00
Service	04/24/2024	Review court docket re 10/9 CMC. CMC now shows as vacated. Email to Court Docs.	0.20	\$250.00	\$50.00
Service	06/14/2024	Review file; draft declaration of Mark Bruno Kovacic in support of preliminary approval motion/service award request; email to ND re draft declaration	2.50	\$675.00	\$1,687.50
Service	07/03/2024	Review status of case, Confirm 7/11 MPA hearing on calendar	0.10	\$250.00	\$25.00
Service	07/04/2024	Finalize proposed order and file and serve documents	1.00	\$950.00	\$950.00
Service	07/10/2024	Telephone call to dept clerk ((925) 608-1112) to request hearing date for MFA. Advised to call again	0.20	\$250.00	\$50.00
Service	07/12/2024	Multiple telephone calls to dept clerk ((925) 608-1112) to request hearing date for MFA. No answer, left voicemail.	0.40	\$250.00	\$100.00
Service	07/15/2024	Telephone call to dept clerk. Hearing date for MFA was obtained. Email to Court Docs for calendaring	0.20	\$250.00	\$50.00
Service	07/22/2024	Review emails from Admin; review timeline; respond	0.25	\$950.00	\$237.50

Service	07/23/2024	Prepare revised proposed order for final; file and serve; email Dept	1.25	\$950.00	\$1,187.50
Service	08/07/2024	Review calculations; doublecheck figures; respond to Admin; review class notice; review issues raised by Admin and research issue; respond to Admin	0.75	\$950.00	\$712.50
Service	08/12/2024	Review and analyze Plaintiff's email and questions. Consult settlement agreements and review court docket for status. Respond to Plaintiff.	1.00	\$850.00	\$850.00
Service	08/20/2024	Review courtlinks alert re upcoming events: 11/21 Hearing re MFA. Confirm it is calendared	0.20	\$250.00	\$50.00
Service	10/15/2024	Draft: draft motion for final approval and notice; review court's orders and docket; review motion for preliminary approval; advise KN	3.50	\$750.00	\$2,625.00
Service	10/18/2024	Review draft motion; revise draft motion and insert new cites; prepare redline of proposed order	2.75	\$950.00	\$2,612.50
Service	10/24/2024	Review draft Admin decl; prepare redline revisions and respond to Admin	0.60	\$950.00	\$570.00
Service	10/25/2024	Review revised Admin decl; respond.	0.30	\$950.00	\$285.00
Service	10/25/2024	Review and revise draft declaration; review and finalize exhibits	1.00	\$950.00	\$950.00
Service	10/25/2024	Review and revise motion for final; file and serve motion; serve LWDA; email Defendant	2.50	\$950.00	\$2,375.00
Services Subtotal				\$176,700.00	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	06/06/2022	Onelegal/Filing Fee	1.00	\$1,606.02	\$1,606.02
Expense	07/25/2022	Onelegal/Filing Fee	1.00	\$41.44	\$41.44
Expense	07/26/2022	Onelegal/Filing Fee	1.00	\$41.44	\$41.44
Expense	07/29/2022	Onelegal/Filing Fee	1.00	\$16.57	\$16.57
Expense	07/29/2022	Onelegal/Filing Fee	1.00	\$16.57	\$16.57
Expense	07/31/2022	KNOX Messenger and Filing Service.	1.00	\$63.15	\$63.15
Expense	07/31/2022	KNOX Messenger and Filing Service.	1.00	\$148.85	\$148.85
Expense	10/04/2022	OneLegal filing fee.	1.00	\$16.57	\$16.57
Expense	11/08/2022	OneLegal filing fee.	1.00	\$16.57	\$16.57
Expense	12/01/2022	Mediation Fees - Krivis.	1.00	\$10,000.00	\$10,000.00

Expense	01/03/2023	[PAGA] One Legal-Stipulation & Order	1.00	\$37.32	\$37.32
Expense	01/03/2023	[Class] One Legal-Stipulation & Order	1.00	\$37.32	\$37.32
Expense	01/06/2023	One Legal-Case Management Statement	1.00	\$16.57	\$16.57
Expense	02/02/2023	Lexis Nexis.	1.00	\$1,629.00	\$1,629.00
Expense	02/09/2023	OneLegal filing fee.	1.00	\$17.04	\$17.04
Expense	02/10/2023	OneLegal filing fee.	1.00	\$37.78	\$37.78
Expense	03/01/2023	Lexis Nexis.	1.00	\$187.00	\$187.00
Expense	04/03/2023	Lexis Nexis	1.00	\$154.00	\$154.00
Expense	05/01/2023	Lexis Nexis.	1.00	\$176.00	\$176.00
Expense	09/12/2023	Expert Fees - Berger Consulting Group.	1.00	\$2,800.00	\$2,800.00
Expense	09/15/2023	OneLegal filing fee.	1.00	\$17.04	\$17.04
Expense	11/28/2023	One Legal Filing	1.00	\$13.33	\$13.33
Expense	11/29/2023	One Legal Filing	1.00	\$37.78	\$37.78
Expense	12/16/2023	One Legal Filing	1.00	\$17.04	\$17.04
Expense	04/04/2024	One Legal - Joint CMS	1.00	\$19.10	\$19.10
Expense	04/11/2024	Filing fee - motion	1.00	\$77.21	\$77.21
Expense	04/17/2024	Filing fee- motion	1.00	\$81.02	\$81.02
Expense	07/05/2024	One legal filing charge	1.00	\$51.48	\$51.48
Expense	07/10/2024	One legal filing charge	1.00	\$19.10	\$19.10
Expense	07/26/2024	One legal filing charge	1.00	\$19.10	\$19.10
Expense	10/25/2024	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$17,471.41	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	38.0	\$895.00	\$34,010.00
Norm Blumenthal	18.5	\$995.00	\$18,407.50
Scott Blumenthal	15.8	\$450.00	\$7,110.00
Nicholas De Blouw	28.0	\$850.00	\$23,800.00
Ricardo Ehmann	11.3	\$675.00	\$7,627.50
Randy Hy	0.1	\$675.00	\$67.50

Christine LeVu	16.5	\$750.00	\$12,375.00
Kyle Nordrehaug	41.75	\$950.00	\$39,662.50
Victoria Rivapalacio	3.5	\$750.00	\$2,625.00
Andrew Ronan	50.6	\$550.00	\$27,830.00
Adolfo Sanchez Contreras	0.8	\$450.00	\$360.00
Adolfo Sanchez Contreras	7.4	\$250.00	\$1,850.00
Yesenia Silva	3.9	\$250.00	\$975.00
			Subtotal
			\$194,171.41
			Total
			\$194,171.41

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	11/24/2024	\$194,171.41	\$0.00	\$194,171.41
				Outstanding Balance
				\$194,171.41
				Total Amount Outstanding
				\$194,171.41

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

History

Case Law

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT #6

1 Norman B. Blumenthal, Bar No. 068687
2 Kyle R. Nordrehaug, Bar No. 205975
3 Aparajit Bhowmik, Bar No. 248066
4 Nicholas J. De Blouw, Bar No. 280922

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Fax: (858) 551-1232

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

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

Plaintiff,

16 vs.

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

Defendants.

CASE NO.: **C22-01125**

[Consolidated with Case No. C22-01425]

**DECLARATION OF MARK BRUNO
KOVACIC IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: July 11, 2024

Hearing Time: 9:00 a.m.

Judge: Hon. Charles S. Treat
Dept.: 12

Action Filed: June 1, 2022
Trial Date: Not set

DECLARATION OF MARK BRUNO KOVACIC

1 I, Mark Bruno Kovacic, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary Approval
4 of Class Action and PAGA Settlement and in support of my application for a class representative
5 service payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. I have worked for the defendants (“Alaris Group”) in California as a Case Manager since
10 February of 2020. From February of 2020 to May of 2020 I was classified as a non-exempt
11 employee working on an hourly basis. Since May of 2020 I have been classified as a salaried
12 employee exempt from overtime pay and the legally required meal and rest breaks.
13

14 4. I retained my attorneys who are experienced in both class action and PAGA
15 representative action litigation and claims against employers for violations of the California Labor
16 Code. I have no personal relationship or family ties to my attorneys or any officer of the Court. I
17 am not aware of having any actual or potential conflicts of interest with another class member in
18 this case nor am I aware of having any actual or potential conflicts of interest with ILYM Group,
19 Inc., the settlement administrator. I am not aware of any other pending matter or action asserting
20 claims that will be extinguished or adversely affected by this settlement.
21

22 5. I decided to file this class action lawsuit and be a plaintiff/class representative
23 because I felt that my legal rights as an employee and others like me were violated. For example,
24 I sometimes work around ten unpaid hours of overtime a week as a result of being misclassified as
25 exempt from overtime. It is also uncommon for me to take an uninterrupted 30-minute meal break
26 prior to my fifth hour of work.
27

28
DECLARATION OF MARK BRUNO KOVACIC

1 6. I spoke to my attorneys several times and discussed how Alaris Group implemented its
2 company policies and procedures. I also assisted my attorneys in their investigation into my
3 claims by providing them documents and answering their questions. I reviewed the complaint
4 before it was filed and was given access to an electronic file sharing program that alerted me via
5 email when important documents were filed so that I could review them and keep up with the
6 developments in the case which I understood was one of my duties as a class representative. I
7 could also access court filings from this case on my attorney's law firm website.
8

9 7. Even though this action is in the process of settling, I was and remain prepared to
10 perform all the duties of a class representative. I understand that as a class representative I have
11 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
12 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
13 benefit of the class members and surrender any right to compromise the group action for an
14 individual gain.
15

16 8. I understood that being a plaintiff/class representative in this case meant that I was
17 seeking damages not only for myself but also other current and/or former case managers classified
18 as exempt working for Alaris Group in California who make up the class. I felt that these
19 individuals were not aware of their labor law rights and even if they were they would probably be
20 apprehensive about speaking up or even simply because of the time, effort and risk involved in
21 filing a class action lawsuit.
22

23 9. I understood that being a part of this lawsuit involved risks. For example, my
24 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
25 pay for all or part of the attorney fees and costs paid by Alaris Group to defend this lawsuit. Also,
26 I knew there was a risk that future employers, if they ever find out about this lawsuit, could hold it
27 against me or downgrade me as a potential hire. As the only named Plaintiff in this case it would
28

DECLARATION OF MARK BRUNO KOVACIC

1 not be difficult for a future employer to become aware that I sued a former employer for labor law
2 violations. Ultimately I decided these risks were worth it and decided to fight for my rights and
3 the rights of others regardless of the risks, time and effort I spent on this case.

4 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
5 kept up to date on important developments by reviewing court filings that were made available to
6 me electronically as I described above.

7
8 11. A mediation took place on August 30, 2023 with Jeff Krivis, a well-respected and
9 experienced mediator of wage and hour class actions. After the mediation the parties were able to
10 come to an agreement to settle the action with the assistance of the mediator. I communicated
11 with my attorneys regarding the terms of the settlement which was reached between the parties
12 and understood that I was representing absent class members and therefore wanted the best
13 possible result to be obtained for the class members and I believe a very positive result was in fact
14 achieved via settlement. I reviewed and signed the Memorandum of Understanding on November
15 15, 2023. When the final settlement agreement was ready I reviewed it closely and signed it on
16 March 13, 2024.

17
18 12. I have been actively involved with this lawsuit performing the duties described above.
19 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
20 filings and spent a significant amount of time on the issues presented during the lawsuit and in the
21 settlement process. I estimate that I spent approximately 30-40 hours working on this case up
22 until this point. I believe I have been diligent and have done what is expected of a named plaintiff
23 and a proposed class representative to date, and will continue to do so. I have and always will
24 maintain the best interest of the class members.

25
26 13. My attorneys explained to me that the settlement process involves a two-step
27 review by the Court to determine whether the settlement is fair before approving the settlement. I
28

DECLARATION OF MARK BRUNO KOVACIC

1 know this process also involves notifying all class members of the settlement terms and of their
2 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
3 settlement.

4 14. I believe I did the right thing by filing this case on behalf of the class members who,
5 subject to court approval, are in line to receive monetary payments as a result of this case and
6 settlement. This is money they may never have ever gotten if I did not pursue this action on their
7 behalf. I feel significant personal satisfaction to know that I played a role in the class members
8 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the
9 requested class representative service payment of \$12,500 from the settlement is fair
10 compensation for the work I performed and the risks I undertook.
11

12 15. As part of the settlement it was necessary for me to sign a general release of all claims I
13 may have against Alaris Group. I believe the class representative service payment I have
14 requested provides me with some compensation for this agreed release.
15

16 16. In light of all the time and effort I have spent on this case, the risk I undertook by
17 suing a former employer, the exposure to being responsible for paying the defendants' costs in the
18 event we did not win the case, the reputational risk that future employers may hold this lawsuit
19 against me, the general release and in light of the size of the settlement, I believe the request for
20 \$12,500 as a class representative service payment is fair and reasonable.
21

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct.

24 Executed on Jun 14, 2024, at Concord, CA.
25 (city, state)

26 Mark Bruno Kovacic
27 Mark Bruno Kovacic (Jun 14, 2024 16:44 PDT)
28 Mark Bruno Kovacic

DECLARATION OF MARK BRUNO KOVACIC