

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.

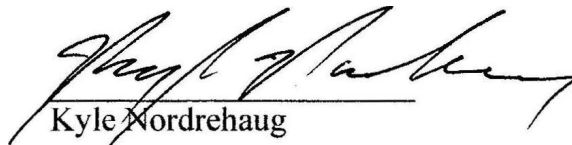
Dated: _____

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

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: _____

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.

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
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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