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Attorneys for Plaintiff and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

NICOLE PARIS, an individual, on behalf of
herself and others similarly situated,

PLAINTIFF,

v.

ALLERGY & ASTHMA MEDICAL
GROUP OF THE BAY AREA, INC.; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. MSC22-02359

[Case Assigned for All Purposes to Hon.
Charles Treat in Dept. 12]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

Date: September 12, 2024
Time: 9:00 A.M.
Dept.: 12

Complaint Filed: November 1, 2022
FAC Filed: March 7, 2023
Trial Date: None Set

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

2 The above captioned Action is a class action lawsuit brought by Plaintiff Nicole Paris
3 (“Class Representative” or “Plaintiff”) against Defendant ALLERGY & ASTHMA MEDICAL
4 GROUP OF THE BAY AREA, INC. (“Defendant”). The Motion for Final Approval of Class
5 Action Settlement came before this Court, on September 12, 2024.

6 **WHEREAS**, Judge Treat granted preliminary approval of the Class Action and PAGA
7 Settlement Agreement (“Agreement” or “Settlement”), attached to the concurrently-filed
8 Declaration of Liane Katzenstein Ly as Exhibit “1”, on April 9, 2024.

9 **WHEREAS**, Plaintiff Nicole Paris has applied to the Court for an order granting final
10 approval of the Agreement.

11 **WHEREAS**, the Agreement sets forth the terms and conditions for the proposed
12 Agreement and for entry of an Order of Final Approval and entry of final judgment thereon. The
13 Court having read and considered Plaintiff’s Motion for Final Approval of Class Action
14 Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of Liane
15 Katzenstein Ly, Nicole Paris; and Madely Nava of Apex; and the supporting documents annexed
16 thereto, now finds:

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. The Court has personal jurisdiction over all Class Members and that the Court has
19 subject matter jurisdiction to approve the Agreement;

20 2. The terms of the Agreement are fair, just, reasonable, and adequate, consistent and
21 in compliance with California Code of Civil Procedure, the California and United States
22 Constitutions (including the due process clauses), the California Rules of Court and any other
23 applicable law, and in the best interest of each of the Parties and the Class Members and is hereby
24 finally approved in all respects.

25 3. The Parties are hereby directed to perform the terms of the Settlement as described
26 in the Agreement according to its terms and provisions.

27 4. The Agreement is binding on Plaintiff and all other Class Members, except those
28 who timely and properly filed Request for Exclusion, as well as their heirs, executors and

1 administrators, successors and assigns.

2 5. There is one (1) valid request for exclusion.

3 6. There are no objectors to the Agreement.

4 7. It is ordered that the Class is certified for settlement purposes only. The Court
5 finds that an ascertainable class exists and a well-defined community of interest exists in the
6 questions of law and fact involved because in the context of the Agreement: (i) there are questions
7 of law and fact common to the Class Members which, as to the Agreement and all related matters,
8 predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims of
9 the Class Members; and (iii) in negotiating, entering into and implementing the Agreement,
10 Plaintiff and Plaintiff's Attorneys have fairly and adequately represented and protected the interest
11 of the Class Members.

12 8. The Court finds that the Notice and notice methodology implemented pursuant to
13 this Agreement (i) constituted the best practicable notice; (ii) constituted notice that was
14 reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the
15 Action, their right to object to or exclude themselves from the proposed Agreement and their right
16 to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and
17 sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements
18 of the California Code of Civil Procedure, the California and United States Constitution (including
19 the Due Process Clause), the California Rules of Court and any other applicable law.

20 9. The Class is hereby made final. The Class is defined as:

21 "all current and former employees who worked for Defendant in the
22 State of California at any time from May 7, 2018 through September
23 28, 2023." ("Settlement Class Members of "Class Members" or
"Class").

24 10. The "Class Period" is May 7, 2018 to September 28, 2023.

25 11. The Aggrieved Employees or PAGA Members are defined as:

26 "all current and former non-exempt employees who worked for
27 Defendant in the State of California at any time from May 7, 2022
28 (one year prior from the March 7, 2023 filing of Plaintiff's First
Amended Complaint) through September 28, 2023." ("Aggrieved

Employee” or “PAGA Member”).

12. The PAGA Period is the period from March 7, 2022 through September 28, 2023.

13. The Agreement is not an admission by Defendant, nor is this Final Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order, the Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

14. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each Class Member shall fully release and discharge the Released Parties pursuant to the following release and expressly waive and relinquish any and all claims, rights or benefits that they may have under California Civil Code § 1542, which provides:

“any and all claims that were asserted in the Action, or could have been asserted in this Action during the Class Period for all claims that were asserted in the Action, or that arise from or could have been asserted based on the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act alleged in Plaintiff’s Complaint and operative First Amended Complaint, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law. The Released Claims specifically include, but are not limited to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 2802, 2699, and the related IWC Wage Orders and Business & Professions Code §§ 17200, et seq., and include claims based on alleged violations of these Labor Code and Wage Order provisions and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including: (1) failure to provide meal breaks pursuant to Labor Code §§ 226.7 and 512; (2) failure to provide rest breaks pursuant to Labor Code § 226.7; (3) failure to reimburse expenses pursuant to Labor Code § 2802; (4) violation of Labor Code § 226(a) regarding inaccurate wage statements; (5) penalties pursuant to Labor Code § 203 regarding failure to timely pay wages upon separation of employment; (6) violation of Business & Professions Code § 17200 regarding unfair competition; (7) penalties pursuant to Labor Code § 2699, et seq.; and (8) interest, fees, and costs (collectively, the “Released Claims”). The enumeration of these specific statutes shall neither enlarge or narrow the scope of res judicata based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in any Complaint on file in the Action. Except as set forth in Section 6.3 of 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,

1 social security, workers' compensation, or claims based on facts
2 occurring outside the Class Period."

3 15. Plaintiff and all Class Members who have not been timely and properly excluded
4 from the Class, and any person acting on their behalf, are permanently barred and enjoined from:
5 (i) filing, commencing, prosecuting, intervening in, participating in (as class members or
6 otherwise), or receiving any benefits or other relief from, any other lawsuit, in any state or federal
7 court, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction
8 based on the Released Claims; and (ii) organizing such non-excluded Class Members into a
9 separate class for purposes of pursuing as a purported class action (including by seeking to amend
10 a pending complaint to include class allegations, or by seeking class certification in a pending
11 action) any lawsuit based on or relating to the Released Claims;

12 16. The Agreement provides that the Gross Settlement Amount is four hundred eighty
13 thousand dollars and zero cents (\$480,000.00). The Net Settlement Amount shall be determined
14 according to the terms of the Agreement.

15 17. The Court orders the calculations and the payments to be made and administered in
16 accordance with the terms of the Agreement.

17 18. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
18 Class for purposes of entering into and implementing the settlement. The Court hereby confirms
19 Kingsley Szamet & Ly as Class Counsel in the Action.

20 19. The Court hereby finds the unopposed application of Class Counsel for a costs and
21 attorneys' fees award provided for under the proposed Agreement to be fair and reasonable in light
22 of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$160,000.00
23 shall be paid for attorney fees and \$16,312.23 shall be paid for litigation costs.

24 20. The unopposed application of Class Counsel for an enhancement payment to
25 Plaintiff is hereby granted. Of the Gross Settlement Amount, a \$10,000.00 Class Representative
26 Service Payment shall be allocated to Class Representative Nicole Paris.

27 21. The unopposed application of Class Counsel for claims administration fees to Apex
28 is hereby granted. Of the Gross Settlement Amount, \$7,500.00 shall be paid for settlement

1 administration fees.

2 22. Defendant shall have no further liability for costs, expenses, interest, attorneys'
3 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

4 23. The Court approves the PAGA Penalties in the amount of \$5,000.00. The Court
5 approves 75% of the PAGA Penalties being allocated to the Labor and Workforce Development
6 Agency ("LWDA") in the amount of \$3,750.00. The Court further directs that the remaining 25%
7 of the PAGA Penalties, in the amount of \$1,250.00 shall be allocated to the Net Settlement Amount
8 for distribution to the Class Members.

9 24. If a Class Member does not cash his or her settlement check within 180 days, the
10 uncashed funds shall be transmitted by the Administrator to the State of California Office of the
11 Controller in the name of the class member who did not cash his or her Individual Class Payment
12 check.

13 25. Defendant shall have no further liability for costs, expenses, interest, attorneys'
14 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

15 26. The Court hereby grants and authorizes the Parties, without further approval from
16 the Court, to agree to and to adopt such amendments, modifications and expansions of this
17 Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii)
18 do not limit the rights of Class Members under the Stipulation.

19 27. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
20 shall retain jurisdiction over the Action, the Parties, and the Class, as well as the administration
21 and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment.
22 Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction
23 over the Action, the Parties, and the Class, as well as the administration and enforcement of the
24 Settlement. Any disputes or controversies arising with respect to the interpretation,
25 consummation, enforcement, or implementation of the Settlement shall be presented by motion to
26 the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to
27 exercise their rights to terminate the Settlement pursuant to the terms of the Agreement.

28 28. This Final Order shall constitute a final judgment.

29. The Court hereby dismisses the action (including all individual claims and Released Claims presented thereby) with prejudice, without fees or costs to any party except as provided in the Agreement.

DATED: _____

JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On August 19, 2024, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Matthew Wayne, Esq.
Amber A. Eklof, Esq.
Melanie Frakes, Esq.
GORDON REES SCULLY MANSUKHANI
275 Battery Street, Suite 2000
San Francisco, CA 94111
mwayne@grsm.com
aeklof@grsm.com
mfrakes@grsm.com

☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

☒ **BY ELECTRONIC MAIL TRANSMISSION:** I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 19, 2024, at Woodland Hills, California.



Michelle Tanzer