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Attorneys for Plaintiff and the Proposed Class

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

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

PLAINTIFFS,

v.

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

DEFENDANTS.

Case No.: MSC22-02359

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

**DECLARATION OF MADELY NAVA OF
APEX CLASS ACTION, LLC, IN SUPPORT
OF MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

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 I, Madely Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Paris v. Allergy & Asthma Medical Group*
6 *of the Bay Area, Inc.*, matter. On behalf of both Apex and myself, I possess the authority to issue this
7 declaration. I am personally acquainted with the information contained herein, and in the event of being
8 summoned to provide testimony, I am fully capable and willing to provide competent testimony
9 regarding these facts.

10 2. Apex Class Action’s team has been directly involved with class action administration for a
11 combined 15 years and has successfully managed numerous class action cases during that time. Our team
12 comprises experienced professionals with extensive knowledge of class action settlement administration.
13 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
14 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
15 administration process are executed accurately and efficiently.

16 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
17 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
18 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
19 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Class*
20 *Action and PAGA Settlement Agreement and Class Notice*, in English (referred to as “Notice Packet”);
21 (b) receiving and processing requests for exclusion; (c) resolving disputes among Settlement Class
22 Members regarding the number of workweeks recorded by Defendants during the Class Period, as stated
23 on their individualized Class Notice.; (d) calculating individual settlement award amounts; (e) processing
24 and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and
25 the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the
26 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking
27 additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

1 4. On April 8, 2024, Counsel for the Plaintiff provided Apex with the Court-approved content for
2 the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which received approval
3 from the Parties' Counsel before being mailed.

4 5. On April 23, 2024, Counsel for the Defendants provided Apex with the class data file, comprising
5 the names, social security numbers, last known mailing addresses, and the total number of relevant
6 workweeks worked by each Settlement Class Member. The data file was successfully uploaded to our
7 database, where it underwent a thorough review to identify any duplicates or potential inconsistencies.
8 The Class List consisted of a total of 262 individuals.

9 6. In preparation for the mailing process, all 262 names and addresses listed in the Class List
10 underwent verification and updating against the National Change of Address (NCOA) database
11 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
12 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Notice
13 Packet. The NCOA database contains records of requested address changes submitted to the USPS. If
14 an updated address was found in the NCOA database, it was utilized for the mailing of the Notice Packet.
15 However, in cases where no updated address was found in the NCOA database, the original address
16 provided by Counsel for Defendants was used for the mailing of the Notice Packet.

17 7. On June 12, 2024, The Notice Packet was sent to all 262 individuals listed in the Class List using
18 U.S First Class Mail. A copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

19 8. As of the date of this declaration, our office has received 21 returned Notice Packets as
20 undeliverable. Of the 21 returned Notice Packets, none were returned with a forwarding address.
21 Therefore, Apex conducted a computerized skip trace on the 21 returned Notice Packets in order to
22 acquire updated addresses for the purpose of re-mailing the Notice Packet. This skip trace effort resulted
23 in obtaining 15 updated addresses, to which we promptly re-mailed the Notice Packets via U.S First
24 Class Mail.

25 9. As of the date of this declaration, there have been 15 Notice Packets re-mailed as a result of
26 Apex's skip-tracing efforts.

27 10. As of the date of this declaration, 6 Notice Packets have been considered undeliverable as no
28 updated address was found despite conducting skip tracing.

1 11. As of the date of this declaration, Apex has received 1 request for exclusion. The deadline for
2 submitting a request for exclusion from the Settlement was August 12, 2024. A copy of the request for
3 exclusion is attached hereto as **Exhibit B**.

4 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
5 deadline for submitting a written objection to the Settlement was August 12, 2024.

6 13. As of the date of this declaration, Apex will report 261 Participating Class Members, constituting
7 99.62% of the total 262 Settlement Class Members.

8 14. The total number of workweeks worked by Participating Class Members during the Class Period
9 is 25,079.00. The Net Settlement Amount available to Participating Class Members is estimated to be
10 \$280,510.00 and was calculated by subtracting the requested attorneys' fees (\$160,000.00), the amount
11 requested for litigation costs and expenses (\$17,000.00), the requested Class Representative Service
12 Payment (\$10,000.00), the requested Settlement Administration Costs (\$7,490.00), and the PAGA
13 Payment (\$1,250.00) from the Gross Settlement Amount (\$480,000.00).

14 15. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated
15 to be approximately \$3,049.27, the *average* Individual Settlement Amount is currently estimated to be
16 approximately \$1,074.75, and the *lowest* Individual Settlement Amount is currently estimated to be
17 approximately \$11.21. These amounts are subject to employee-side tax and withholdings.

18 16. Pursuant to the Agreement, 25% of the PAGA Payment (\$1,250.00) will be allocated to
19 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
20 cannot opt out of the PAGA settlement. There are 156 Aggrieved Employees who worked a total of
21 8,042.29 pay periods during the PAGA Period.

22 17. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$12.68, the
23 *average* individual PAGA share is approximately \$8.01, and the *lowest* individual PAGA share is
24 approximately \$0.24.

25 18. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
26 and anticipated expenses, amount to \$7,490.00. Apex will proceed with additional tasks related to this
27 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
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1 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
2 upon by the Parties or ordered by the Court for Apex to undertake.

3 I declare under penalty of perjury under the laws of the State of California and the United States
4 that the foregoing is true and correct, and that this Declaration was executed this 16th day of August
5 2024, in Irvine, California.

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10 MADELY NAVA
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Exhibit A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

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. C22-02359

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Allergy & Asthma Medical Group of the Bay Area, Inc. (abbreviate name: “Defendant” or “Allergy & Asthma” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former employee Nicole Paris (“Plaintiff”) and seeks payment of alleged (1) back wages and other relief for all current and former non-exempt employees who worked for Defendant in California between May 7, 2018 through September 28, 2023 (“Class” or “Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current or former non-exempt employees who worked for Defendant in the State of California at any time from March 7, 2022 through September 28, 2023 (“Aggrieved Employees” or “PAGA Members”). Allergy & Asthma denies these allegations and contends that all employees have been appropriately compensated in accordance with California law. A court has not ruled on Plaintiff’s allegations or Allergy & Asthma’s defenses.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing, Receive Payment.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$«Est_Class_PMT» (less withholding) and your Individual PAGA Payment is estimated to be \$«Est_PAGA_PMT».** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked «Class_Weeks» workweeks** during the Class Period and **you worked «PAGA_Weeks» workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court

will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a Judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement and Receive Payment	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but Not the PAGA Settlement The Opt-Out Deadline Is August 12, 2024	If you don’t want to participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you opt-out of the settlement, you will not receive payment as a Class Member. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but Not the PAGA Settlement Written Objections Must Be Submitted by August 12, 2024	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 7 of this Notice.
You Can Participate in the September 12, 2024, Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on September 12, 2024. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must Be Submitted by August 12, 2024	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant’s records are stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by August 12, 2024. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff Nicole Paris is a former Allergy & Asthma employee. The Action alleges Defendant violated California labor laws by failing to provide meal and rest breaks pursuant to Labor Code section 512 and 226.7; failing to reimburse business related expenses pursuant to Labor Code § 2802; failing to provide accurate itemized wage statements pursuant to Labor Code section 226(a); incurring waiting time penalties pursuant to Labor Code section 203; and violating Business & Professions Code section 17200. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under

the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Kingsley & Kingsley, APC (“Class Counsel”).

Defendant strongly denies Plaintiff’s claims, denies it has done anything wrong, and denies it failed to pay wages or provide meal or rest breaks, or failed to reimburse employees for expenses, or that Plaintiff is entitled to any derivative penalties, and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination on the merits of Plaintiff’s claims, class certification outside of the Settlement, or on the merits of Defendant’s defenses. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an agreement (to settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. This Settlement is the result of extensive settlement discussions between the Parties. Both sides agree that, in light of the risks and costs associated with further litigation, this Settlement is fair and appropriate under the circumstances. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a Judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$480,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 calendar days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$160,000.00 (33 1/3% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$17,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$7,500.00 to the Administrator for services administering the Settlement.
 - D. Up to \$5,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 33.33% (or 1/3%) of each Individual Class Payment to taxable wages (“Wage Portion”) and 66.67% (or 2/3%) to interest and penalties. (“Non-Wage Portion.”) The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than August 12, 2024, that you wish to opt-out. If you opt out, you will not receive a Class Payment from the Settlement Fund. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the August 12, 2024, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will Be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Apex (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.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

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 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 operative Complaint and 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, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's Judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees 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 any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the PAGA Notice during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$1,250.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees, and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until August 12, 2024, to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt out), including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the September 12, 2024, Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses, and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses, and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website www.apexclassaction.com/allergy or the Court's website <https://odyportal.cc-courts.org/Portal/Home/Dashboard/29> (enter case number C22-02359).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses, and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is August 12, 2024.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as Nicole Paris v. Allergy &

Asthma Medical Group of the Bay Area, Inc. and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

7. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on September 12, 2024, at 9:00 a.m. in Department 39 of the Contra Costa Superior Court, Martinez-Wakefield Taylor Courthouse located at 725 Court Street, Martinez, CA 94553. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before making a decision.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.apexclassaction.com/allergy beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

8. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://odyportal.cc-courts.org/Portal/Home/Dashboard/29>) and entering the Case Number for the Action, Case No. C22-02359.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Eric B. Kingsley
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Liane Katzenstein Ly
liane@kingsleykingsley.com
Kingsley & Kingsley, APC
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
(818) 990-8300

Settlement Administrator:

Apex Class Action, LLC
P.O. Box 54668
Irvine, CA 92619
T: (800) 355-0700
F: (949) 878-3536

9. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund <https://www.sco.ca.gov/index.html> for instructions on how to retrieve the funds.

10. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

(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 **DECLARATION OF MADELY NAVA OF APEX CLASS ACTION, LLC, IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** 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

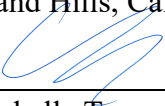
[] (BY MAIL) I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that 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.

[XX] 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.

[XX] (BY ELECTRONIC SERVICE) I caused the document to be sent 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 above email address(es)..

[XX] (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