

FILED
Superior Court of California
County of Los Angeles

DEC 15 2021

Sherri A. Carter, Executive Officer/Clerk
By [Signature] K. Mason Deputy

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JONATHAN MARTIS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

JONATHAN MARTIS, an individual,

Plaintiffs,

vs.

RESCUE SERVICES INTERNATIONAL,
LTD., a California corporation, MEDIC-1
AMBULANCE SERVICE, INC., a California
corporation; RSI/MEDIC-1 and DOES 1-20,

Defendants.

) **Case No.: 20STCV11133**
) **[Assigned to: Hon. Robert B. Broadbelt.**
) **Dept. 53]**
)
)
) **~~[PROPOSED]~~ ORDER GRANTING**
) **APPROVAL OF PAGA SETTLEMENT;**
) **JUDGMENT**
) *[Filed concurrently with Notice of Motion;*
) *Memorandum of Points and Authorities;*
) *Declaration of Adam Bouayad]*
)
)
) **Date: November 22, 2012**
) **Time: 10:00 a.m.**
) **Dept: 53**
) **Reservation ID: 995828429787**
)
)

1 Plaintiff JONATHAN MARTIS' unopposed Motion for Approval of PAGA Settlement
2 and Attorneys' Fees and Costs came on for hearing on ~~November 22~~ ^{December 15}, 2021 at 10:00 a.m./p.m.

3 The Court having considered all papers filed and proceedings herein and otherwise being fully
4 informed, and good cause appearing, the Court finds and orders ^{, and enters judgment} as follows:

5 1. The unopposed Motion for Approval of PAGA Settlement is GRANTED. The
6 Court hereby finds the parties' Private Attorneys General Act Settlement Agreement
7 ("Settlement") was the product of informed, non-collusive negotiations conducted at arms'
8 length by the parties. In making these findings, the Court considered Defendant's potential
9 liability, the benefit to the State of California, allocation of settlement proceeds among aggrieved
10 employees, and the fact that this Settlement represents a compromise of the parties' respective
11 positions rather than the result of a finding of liability at trial. The Court further finds that the
12 terms of the Settlement have no obvious deficiencies. The Court finds that the risks of further
13 prosecution are substantial and include the risks that penalties would be reduced after evaluation
14 of the totality of the circumstances, or that no penalties would be awarded for some or all of the
15 alleged violations. The Court finds that the \$300,000.00 non-reversionary Total Monetary
16 Settlement Amount, as memorialized in the Settlement provides a genuine and meaningful relief
17 to the State of California and aggrieved employees, and is consistent with the purposes of
18 PAGA. The Court finds that the Settlement is, in all respects, fair, reasonable and adequate.
19 Accordingly, the Court hereby finally and unconditionally approves the Settlement.

20 2. PAGA Affected Employees are defined as Plaintiff and all non-exempt employees
21 of Defendant who are employed or have been employed by Defendant in the State of California
22 and worked one or more pay periods between February 21, 2019 and March 25, 2021.

23 3. The Court finds that each PAGA Affected Employee, in accordance with the
24 Settlement, releases the PAGA Released Claims against Released Parties. The term "PAGA
25 Released Claims" is defined as all claims for civil penalties under PAGA that were actually
26 alleged or that could have been alleged in the Action by Plaintiff, on behalf of the State of
27 California, himself and the PAGA Affected Employees, based on the facts alleged in the
28

1 Complaint. The release of the PAGA Released Claims shall be effective as to the Settlement
2 Period, which runs from February 21, 2019 through and including March 25, 2021. The term
3 "Released Parties" is defined as Defendant Rescue Services International, Ltd. and its
4 predecessors, subsidiaries, affiliates, parent corporations, and attorneys, and their respective
5 successors and predecessors in interest (including but not limited to Defendant), all of their
6 respective officers, directors, employees, administrators, fiduciaries, trustees, beneficiaries, and
7 agents, and each of their past, present, and future officers, directors, shareholders, employees,
8 agents principals, heirs, representatives, accountants, auditors consultants, insurers, and
9 reinsurers.

10 4. The Court awards attorneys' fees from the Total Monetary Settlement Amount in
11 the amount of \$99,900 to Workplace Rights Law Group, LLP.

12 5. The Court awards total, actual litigation costs from the Total Monetary Settlement
13 Amount in the amount of \$ 5,765.84 to Workplace Rights Law Group, LLP.

14 6. The Court awards Plaintiff from the Total Monetary Settlement Amount in the
15 amount of \$14,000 in recognition of his status as the PAGA representative responsible for
16 bringing this action and achieving this Settlement.

17 7. The Court authorizes CPT Group as the Settlement Administrator ^{pursuant to} per the
18 terms of the settlement. The Court directs the Settlement Administrator to deliver the notice of
19 settlement to PAGA Affected Employees in accordance with the terms of the Settlement.

20 Settlement Administration costs shall be paid from the Total Monetary Settlement Amount and
21 shall not exceed \$ 9,234.16.

22 8. Pursuant to the Settlement, the amount distributed as penalties under PAGA shall
23 be no less than \$171,100. As 75% of the penalties are allocated to the LWDA, the LWDA shall
24 receive no less than \$ 128,325. As 25% of the penalties are allocated to PAGA Affected
25 Employees, the PAGA Affected Employees shall receive no less than \$ 42,775.

26 9. The Court approves, as to form and content, the Notice of PAGA Settlement and
27 Release attached as **Exhibit A** to the Settlement Agreement.
28

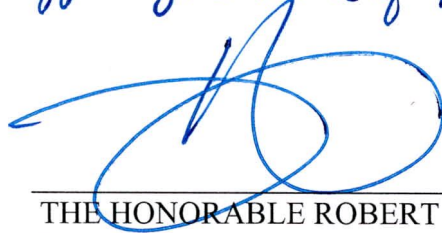
1 10. The Court retains exclusive and continuing jurisdiction over this action for
2 purposes of supervising, administering, implementing, interpreting, and enforcing this Order and
3 Judgment, as well as the Settlement.

4 12. Plaintiff is directed to submit a copy of this order to the LWDA within 10 court
5 days of the date of this Order.

6 ~~13. With 120 days of the date of this Order and Judgment, the parties are directed to~~
7 ~~file a joint status report regarding the status of the distribution of settlement proceeds. Upon~~
8 ~~satisfaction that the appropriate payments have been made, the Court will then close this case.~~

9 13. The court orders Plaintiff to give notice of this order and
10 judgment.
11 **IT IS SO ORDERED.**

12 Dated: DEC 15 2021, 2021



THE HONORABLE ROBERT B. BROADBELT
Judge of the Superior Court of California,
County of Los Angeles