

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff JONATHAN MARTIS ("Plaintiff"), on behalf of himself and on behalf of the State of California and all aggrieved employees, and Defendant RESCUE SERVICES INTERNATIONAL, LTD. ("Defendant") (collectively the "Parties"), subject to the approval of the Court, that the settlement of the Action (as defined below) shall be effectuated upon and subject to the following terms and conditions.

I. RECITALS

WHEREAS, on February 21, 2020, Plaintiff notified the Labor Workforce Development Agency ("LWDA") of his intent to file an action under California's Private Attorneys General Act, California Labor Code § 2698, *et seq.* ("PAGA");

WHEREAS, on March 20, 2020, Plaintiff commenced a class action by filing a complaint on behalf of himself and similarly situated employees and also on behalf of the State of California and aggrieved employees against Defendant alleging: (1) violation of California Labor Code §§ 204, 510, 558, 1194, and 1198 (Failure to Pay All Overtime Wages); (2) violations of Los Angeles County Code §8100 and California Labor Code §§1194, 1194.2, 1197, 1197.1 (Minimum Wage Violations); (3) violation of California Labor Code §§ 226.7, 512 and 558 (Meal Period Violations); (4) violation of California Labor Code § 226.7, 512 and 558 (Rest Break Violations); (5) violation of California Labor Code §§ 201 – 203 (Failure to Timely Pay Wages Upon Termination of Employment); (6) violation of California Labor Code § 226(a) (Failure to Provide Accurate Itemized Wage Statements); (7) violation of California Labor Code §2802 (Failure to Reimburse Business); (8) and violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices);

WHEREAS, shortly after filing his class action, Plaintiff became aware that he had executed an arbitration agreement, with a class action waiver, as a condition of his employment with Defendant;

WHEREAS, Plaintiff allowed the LWDA an opportunity to investigate his claims as required by the Labor Code;

WHEREAS, the LWDA took no action within the statutory time period in response to Plaintiff's notice;

WHEREAS, on May 14, 2020, Plaintiff filed a First Amended Complaint alleging a claim for PAGA penalties only for: (1) violations of Los Angeles County Code §8100 and California Labor Code §§1194, 1194.2, 1197, 1197.1 (Minimum Wage Violations); (2) violation of California Labor Code §§ 226.7, 512, 885, 886 and 1198 (Meal Period Violations); (3) violation of California Labor Code § 226.7, 512 and 1198 (Rest Break Violations); (4) violation of California Labor Code §2802 (Failure to Reimburse); (5) violation of California Labor Code § 226(a) (Failure to Provide Accurate Itemized Wage Statements); and (6) violation of California Labor Code §§ 201 – 203 (Failure to Timely Pay Wages Upon Termination of Employment);

WHEREAS on September 2, 2020, the Court Approved the parties Stipulation and Order regarding an agreed upon Belaire-West notice and thereafter the Parties engaged in discovery and exchanged pertinent information to understand the nature of the allegations and the scope of potential liability;

WHEREAS, on March 25, 2021, the Parties participated in a private mediation with the Honorable Peter D. Lichtman;

WHEREAS, the Parties desire to settle, compromise, and avoid litigation relating to Plaintiff's potential individual claims and his PAGA claims now pending in Court, have agreed to a settlement upon the terms and conditions and for the consideration set forth in this Settlement Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the Parties hereto as follows:

II. SETTLEMENT TERMS

A. Definitions

1. "Action" means the case entitled *Jonathan Martis v. Rescue Services International* pending in the Superior Court of the State of California for the County of Los Angeles ("Court"), Case No. 20STCV11133.

2. "Attorney Fees" means such attorney fees as the Court may award to Plaintiff's Counsel for the services they have rendered and will render to the PAGA Affected Employees (defined below) in the Action. "Attorneys' Fees and Costs" shall not exceed Ninety-Nine Thousand Nine-Hundred Dollars (\$99,900), which is one-third of the Total Monetary Settlement Amount (defined below).

3. "Attorneys' Costs" means such litigation costs as the Court may award to Plaintiff's Counsel for the costs they have incurred and will incur in the investigation, litigation, and resolution of the Action, and in administration of the Settlement, documented by Plaintiff's Counsel, not to exceed Fourteen Thousand Dollars (\$14,000).

4. "Complete and General Release" means Plaintiff's agreement, in consideration of Defendant's promises and agreements as set forth herein, to fully release and discharge the Released Parties (defined below) from any and all PAGA Released Claims (defined below) and also generally release and discharge the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against the Released Parties arising out of any occurrence or failure to act, including but not limited to claims for wages, restitution, and penalties. Plaintiff's Complete and General Release specifically includes any and all claims, demands, obligations, and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs relating to or in any way connected with Plaintiff's employment with Defendant, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Plaintiff's Complete and

General Release includes all federal and state statutory claims, and federal and state common law claims (including but not limited to, those for contract, tort, and equity), including, without limitation, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 (as amended), 42 U.S.C. § 1981, 42 U.S.C. § 1983, the Fair Labor Standards Act, the Employee Retirement Security Income Act of 1974, the California Constitution, the California Fair Employment and Housing Act, the California Unfair Competition Act (California Business and Professions Code § 17200, *et seq.*), and the California Labor Code. Plaintiff's Complete and General Release includes a waiver of all rights and benefits afforded by California Civil Code § 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

5. "Defense Counsel" means Charley M. Stoll, Esq., of Charley M. Stoll, APC.

6. "Effective Date" means the date this Settlement is approved as provided herein and the Court's order granting Settlement Approval and entry of Final Judgment becomes final and is no longer applicable. For purposes of this Settlement, "becomes final and is no longer appealable" shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the order and judgment approving this Settlement may be timely filed and none is filed (i.e., 61 days from notice of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Settlement passes, and no further review is requested; or (c) if an appeal is filed and the order approving this Settlement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Settlement is affirmed. In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Effective Date does not occur for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions. The Effective Date cannot occur, and Defendant will not be obligated to fund this Settlement, until and unless there is no possibility of an appeal or further appeal that could potentially prevent this Settlement from becoming final and binding.

7. "Individual Settlement Payment" means the portion of the PAGA Settlement Fund allocated to each PAGA Affected Employee, as calculated pursuant to Section C(12) below. One hundred percent (100%) of the Individual Settlement Payments made to PAGA Affected Employees shall be deemed miscellaneous income for which a Form 1099 will be issued.

8. "Notice" means the form of notice that will be sent to each PAGA Affected Employee accompanying their Individual Settlement Payments, which shall be substantially in the form attached hereto as **Exhibit A**.

9. "PAGA Affected Employee" means Plaintiff and all non-exempt employees of Defendant who are employed or have been employed by Defendant in the State of California who worked one or more pay periods between February 21, 2019 and March 25, 2021.

10. "PAGA Settlement Fund" means the amount from the Total Monetary Settlement Amount that is allocated to resolve the claims in the Action, after deducting Settlement Administration Costs (defined below), Service Award (defined below), Attorney Fees, and Attorneys' Costs. Seventy-five percent (75%) of the PAGA Settlement Fund will be distributed to the LWDA and twenty-five percent (25%) will be distributed to PAGA Affected Employees.

11. "Plaintiff's Counsel" means Workplace Rights Law Group.

12. "PAGA Released Claims" means all claims for civil penalties under PAGA that were actually alleged or that could have been alleged in the Action by Plaintiff, on behalf of the State of California, himself and the PAGA Affected Employees, based on the facts alleged in the Complaint. The release of the PAGA Released Claims shall be effective as to the Settlement Period.

13. "Released Parties" means Defendant and its predecessors, subsidiaries, affiliates, parent corporations, and attorneys, and their respective successors and predecessors in interest (including but not limited to Defendant), all of their respective officers, directors, employees, administrators, fiduciaries, trustees, beneficiaries, and agents, and each of their past, present, and future officers, directors, shareholders, employees, agents principals, heirs, representatives, accountants, auditors consultants, insurers, and reinsurers.

14. "Service Award" means the amount from the Total Monetary Settlement Amount that the Court awards to Plaintiff in recognition of his efforts in obtaining the benefits of the Settlement and as consideration for executing this Settlement Agreement and providing a Complete and General Release of all claims against the Released Parties. The Service Award shall not exceed Fourteen Thousand Dollars (\$14,000).

15. "Settlement Administrator" means CPT Group, a third-party settlement claims administrator that the Parties will ask the Court to appoint for the purposes of administering this Settlement.

16. "Settlement Administration Costs" means the amount from the Total Monetary Settlement Amount which shall be allocated, subject to the Court's approval, to the Settlement Administrator for services rendered in administering the Settlement, and which shall not exceed Fifteen Thousand Dollars (\$15,000).

17. "Settlement Approval Order and Judgment" means the settlement approval order and judgment that will be entered by the Court, which shall be substantially in the form attached hereto as **Exhibit B**.

18. "Settlement Fund Account" means the bank account established by the Settlement Administrator pursuant to the terms of this Settlement Agreement, from which all monies payable under the terms of this Settlement shall be paid, as set forth herein.

19. "Settlement Period" means the period from February 21, 2019 through and including and March 25, 2021

20. "Total Monetary Settlement Amount" means the amount of Three Hundred Thousand Dollars (\$300,000) that Defendant will pay if the Court approves this Settlement and the Effective Date occurs. The Total Monetary Settlement Amount will be used to pay: (a) the PAGA Settlement Fund to the LWDA and PAGA Affected Employees; (b) the award of Attorney's Fees to Plaintiff's Counsel; (c) the award of Attorney's Costs to Plaintiff's Counsel; (d) the Service Award to Plaintiff; and (e) Settlement Administration Costs. In no event will any part of the Total Monetary Settlement Amount revert to Defendant.

21. "Void Date" means the 121st day after issuance of Individual Settlement Payment checks to PAGA Affected Employees, upon which the Individual Settlement Payment checks will no longer be valid and negotiable.

B. Consideration

1. No Admission of Liability. Defendant has contended and continues to contend that the allegations in the Action have no merit and do not give rise to liability. Defendant specifically denies all of the allegations in the PAGA letter and Complaint. This Settlement Agreement is a compromise of such disputed claims. Nothing contained in this Settlement Agreement and no documents referred to herein and no action taken to carry out this Settlement Agreement may be construed or used as an admission by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever.

2. Monetary Settlement Components. Provided that the Court approves the Settlement and the Effective Date occurs, Defendant will pay the Total Monetary Settlement Amount of Three Hundred Thousand Dollars (\$300,000). All amounts to be paid by Defendant shall be deposited into the Settlement Fund Account, which shall be administered by the Settlement Administrator. All amounts to be paid to anyone pursuant to this Settlement Agreement shall be paid out of the Settlement Fund Account.

a. Attorney's Fees. In full satisfaction of all claims Plaintiff may have for attorney fees and costs arising out of the Action, the Parties agree that Plaintiff's Counsel will receive up to one-third of the Total Monetary Settlement Amount, i.e., \$99,900 out of \$300,000. Defendant agrees not to oppose Plaintiff's application for Attorney's Fees not to exceed this sum. The Attorney's Fees to be awarded to Plaintiff are subject to the approval of the Court and will be paid from the Total Monetary Settlement Amount. Any portion of the Attorney's Fees not awarded to Plaintiff's Counsel will be added to the PAGA Settlement Fund.

b. Attorney's Costs. In full satisfaction of all claims Plaintiff may have for litigation costs and expenses arising out of the Action, the Parties agree that Plaintiff's Counsel will receive up to an amount not to exceed Fourteen Thousand Dollars (\$14,000), as documented by Plaintiff's Counsel to be approved by the Court. The Attorney's Costs to be awarded to Plaintiff's counsel are subject to the approval of the Court and will be paid from the Total Monetary Settlement Amount. Any portion of the Attorney's costs not to Plaintiff's Counsel will be added to the PAGA Settlement Fund.

c. Plaintiff's Service Award. In recognition of (1) Plaintiff's effort and work in prosecuting the Action for the benefit of the State of California and PAGA Affected Employees, and (3) for his Complete and General Releases of all claims he may have against Defendant and the other Released Parties arising out of his employment with Defendant, Defendant agrees to pay Plaintiff a Service Award in the amount of Fourteen Thousand Dollars (\$14,000). Defendant agrees not to oppose Plaintiff's application for a Service Award not to exceed this sum. The Service Award is subject to approval of the Court and will be paid from the Total Monetary Settlement Amount. Any portion of the Service Award not awarded to Plaintiff will be added to the PAGA Settlement Fund.

d. Settlement Administration Costs. Defendant shall pay for third-party administration fees that are necessary to administer the Settlement up to a maximum payment of Fifteen Thousand Dollars (\$15,000). The Settlement Administration Costs to be paid to the Settlement Administrator are subject to the Court's approval and will be paid from the Total Monetary Settlement Amount. Any portion of the Settlement Administration Costs not awarded by the Court will be added to the PAGA Settlement Fund.

e. PAGA Settlement Fund. The Parties agree that Defendant will pay a total of One Hundred Seventy One Thousand One Hundred Dollars (\$171,100), plus any un-awarded Attorneys' Fees, Attorneys' Costs, Service Award, and Settlement Administration Costs, to PAGA Affected Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Complaint in the Action with respect to PAGA Affected Employees. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Settlement Fund will be paid to the LWDA. The remaining twenty-five percent (25%) of the PAGA Settlement Fund will be paid to all PAGA Affected Employees pursuant to the calculation method set forth in section C(12) below.

3. Plaintiff's Complete and General Release. Plaintiff hereby provides the Released Parties with a Complete and General Release, which shall become effective as of the Effective Date, in consideration of Defendant's promises and agreements as set forth herein.

4. PAGA Affected Employees' Release. Upon the Effective Date, Plaintiff, on behalf of himself, the State of California, and all PAGA Affected Employees, releases the Released Parties from the PAGA released claims. This release shall be effective for the period from February 21, 2019 through and including March 25, 2021. PAGA Affected Employees may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the PAGA Released Claims, but upon the Effective Date, PAGA Affected Employees shall be deemed to have, and by operation of the Settlement Approval order shall have, fully, finally, and forever settled and released any and all of the PAGA Released Claims, without regard to the subsequent discovery or existence of such different or additional facts.

C. Settlement Administration Procedures

1. Settlement Approval Motion. Following full execution of this Settlement Agreement, Plaintiff will promptly request a hearing before the Court to seek approval of the Settlement on a mutually available date. In conjunction with such hearing, Plaintiff's Counsel will present this Settlement Agreement to the Court and will request that the Court issue a Settlement Approval Order and Judgment (substantially in the form of the proposed Settlement Approval

Order and Judgment attached hereto as **Exhibit B**) approving and incorporating by reference the terms and conditions of the Settlement Agreement. Plaintiff's Counsel will be primarily responsible for drafting all documents necessary to obtain approval of the Settlement, though the Parties will meet and confer on such materials. Defendant agrees not to oppose Plaintiff's motion for Settlement Approval unless the motion is inconsistent with the terms set forth in this Settlement Agreement.

2. **LWDA Notice.** Pursuant to California Labor Code § 2699(l), Plaintiff will provide a copy of this Settlement to the LWDA concurrently with the filing of the motion for Settlement Approval. Plaintiff will also file a declaration in support of his motion for Settlement Approval confirming that he has submitted the Settlement to the LWDA in compliance with Labor Code § 2699(l).

3. **Judgment and Continued Jurisdiction.** After entry of the Final Approval order and judgment, the Court will have continuing and exclusive jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under Court rules or as set forth in this Settlement Agreement.

4. **Settlement Administrator.** Upon approval of the Court, the Parties will retain CPT Group as the third-party Settlement Administrator to administer this Settlement. The Settlement Administrator will be responsible for establishing the Settlement Fund Account; calculating Individual Settlement Payments; preparing, printing, and mailing the Individual Settlement Checks and accompanying Notice to PAGA Affected Employees; disbursing payment of Attorney's Fees and Attorney's Costs to Plaintiff's Counsel; disbursing payment of the Service Award to Plaintiff; disbursing payment to the LWDA consisting of seventy-five percent (75%) of the PAGA Settlement Fund; printing and providing PAGA Affected Employees, Plaintiff, and Plaintiff's Counsel with IRS Forms 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and for such other tasks as the Parties mutually agree or the Court orders. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be part of the Settlement Administration Costs,

5. **PAGA Affected Employee List.** Within five (5) court days after the Effective Date, Defendant will provide the Settlement Administrator with the PAGA Affected Employee List, containing: (1) name; (2) last known home address and telephone number; (3) number of payroll periods worked as during the Settlement Period; and (4) last four digits of social security number.

6. **Funding of the Settlement.** Within five (5) court days following the Effective Date, Defendant shall fund the Settlement by delivering the funds to the Settlement Administrator.

7. **Payment of Attorney's Fees and Attorney's Costs.** Within ten (10) court days following the Effective Date, the Settlement Administrator shall pay from the Settlement Fund Account, the Court-approved Attorney's Fees, and Attorney's Costs to Plaintiff's Counsel.

8. **Payment of Service Award.** Within ten (10) court days following the Effective Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-

approved Service Award to Plaintiff. Plaintiff shall be solely and legally responsible for paying any and all applicable taxes on his Service Award. The Service Award shall be in addition to Plaintiff's Individual Settlement Payment, which he shall receive as a PAGA Affected Employee.

9. Settlement Administration Costs. Within ten (10) court days following the Effective Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Settlement Administration Costs.

10. Payment to LWDA. Within ten (10) court days following the Effective Date, the Settlement Administrator shall issue from the Settlement Fund Account a check payable to the LWDA for seventy-five percent (75%) of the PAGA Settlement Fund.

11. Individual Settlement Payments. Within ten (10) court days following the Effective Date, the Settlement Administrator shall issue from the Settlement Fund Account Individual Settlement Payments based on the twenty-five percent (25%) of the PAGA Settlement Fund to PAGA Affected Employee's last known mailing address. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address, using a skip trace, or other search using the name, address or Social Security number of the PAGA Affected Employee involved, and will then perform a single re-mailing. Any check re-mailings will not extend the 120-day period to cash a check. Any checks issued to PAGA Affected Employees shall remain valid and negotiable for one hundred and twenty (120) calendar days from the date of their issuance and then shall become void on the 121st day after issuance, i.e., the Void Date. The Parties agree that, within fourteen (14) calendar days after the Void Date, any unclaimed funds in the Settlement Fund Account as a result of the failure to cash Individual Settlement Payment checks prior to the Void Date shall be paid by the Settlement Administrator to the LWDA.

12. Calculation of Individual Settlement Payments. All PAGA Affected Employees will receive an Individual Settlement Payment. The amount of each PAGA Affected Employee's Individual Settlement Payment will be calculated on a pro-rata basis. The precise amount of the Individual Settlement Payment will be calculable once the amount of the PAGA Settlement Fund is set based on the amounts approved by the Court with respect to the Attorney's Fees, Attorney's Costs, Service Award, and Settlement Administration Costs. Seventy-five percent (75%) of the PAGA Settlement Fund will be paid to the LWDA as is required by the PAGA. Twenty-five percent (25%) of the PAGA Settlement Fund will be divided by the total number of payroll periods worked by PAGA Affected Employees during the Settlement Period. The Individual Settlement Payment to each PAGA Affected Employee will be determined by dividing twenty-five percent (25%) of the PAGA Settlement Fund by the total number of payroll periods in the Settlement Period, which will then be multiplied by the total number of pay periods the Affected Employee worked in the Settlement Period.

13. Tax Treatment of Individual Settlement Payments. One hundred percent (100%) of each Individual Settlement Payment shall be allocated to miscellaneous income for which an IRS Form 1099 will issue, if required by law.

14. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Plaintiff, PAGA Affected Employees, and Plaintiff's Counsel Form 1099s or other tax forms as may be required by law for all amounts paid pursuant to this Settlement, and for forwarding all penalties to the appropriate government authorities.

15. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration to certify such completion to the Court and counsel for all Parties. Plaintiff's Counsel shall file this declaration with the Court within fourteen (14) calendar days of receipt.

D. Miscellaneous Provisions

1. No Effect on Employee Benefits. Amounts paid to Plaintiff and other PAGA Affected Employees pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendant.

2. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

3. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its exhibits other than the representations, warranties and covenants contained and memorialized in the Settlement Agreement and its exhibits.

4. Amendment or Modification. This Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

5. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

6. California Law Governs. All terms of this and exhibits hereto will be governed by and interpreted according to the laws of the State of California.

7. Execution and Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument.

8. Acknowledgement that the Settlement is Fair, Adequate and Reasonable. Parties believe this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arms-length negotiations facilitated by an experienced wage and hour class

action mediator, and in the context of adversarial litigation, taking into account all relevant factors, present and potential.

9. Captions. The captions and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement

10. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel, and reviewed in full.

11. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the mediator or the Court to resolve such disagreement.

12. Notices. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Agreement shall be: (a) in writing; (b) deemed given on the third business day after mailing; and (c) sent via United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff	To Defendant
Charley M. Stoll CHARLEY M. STOLL, APC 340 Rosewood Ave., Suite K Camarillo, CA 93010	Adam N. Bouayad WORKPLACE RIGHTS LAW GROUP 130 N. Brand Boulevard, Suite 420 Glendale, CA 91203

IT IS HEREBY AGREED.

6/10/2021
Dated: June __, 2021

RESCUE SERVICES INTERNATIONAL

DocuSigned by:
By: Melissa Harris President/CEO
247552C67BDC4F3...
Print Name: Melissa Harris
Title: President

PLAINTIFF/PAGA REPRESENTATIVE

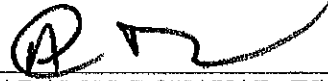
Dated: June 15, 2021

By: JM
JONATHAN MARTIS

APPROVED AS TO FORM

WORKPLACE RIGHTS LAW GROUP

Dated: June 14, 2021

By: 
ADAM N. BOUAYAD, ESQ.
Attorneys for Plaintiff JONATHAN MARTIS and
the other Aggrieved Employees

6/14/2021
Dated: June __, 2021

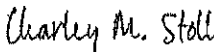
CHARLEY M. STOLL, APC
DocuSigned by:

By: 
CHARLEY M. STOLL, ESQ.
Attorneys for Defendant Rescue Services
International, Ltd.

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

Notice of Private Attorneys General Act ("PAGA") Settlement & Release

Jonathan Martis v. Rescue Services International, Ltd., et al.
Los Angeles Superior Court, Case No. 20STCV11133

Dear Current/Former Employees of Rescue Services International:

On _____, the Court approved the settlement of a PAGA lawsuit brought by Plaintiff Jonathan Martis ("Plaintiff") on behalf of himself, other aggrieved employees, and the State of California, against Defendant Rescue Services International, Ltd. ("Defendant") alleging: (1) violation of California Labor Code §§ 204, 510, 558, 1194, and 1198 (Failure to Pay All Overtime Wages); (2) violations of Los Angeles County Code §8100 and California Labor Code §§1194, 1194.2, 1197, 1197.1 (Minimum Wage Violations); (3) violation of California Labor Code §§ 226.7, 512 and 558 (Meal Period Violations); (4) violation of California Labor Code § 226.7, 512 and 558 (Rest Break Violations); (5) violation of California Labor Code §§ 201 – 203 (Failure to Timely Pay Wages Upon Termination of Employment); (6) violation of California Labor Code § 226(a) (Failure to Provide Accurate Itemized Wage Statements); (7) violation of California Labor Code §2802 (Failure to Reimburse Business); (8) and violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices) ("Action").

Defendant denies all the allegations in Plaintiff's Action and denies any wrongdoing of any kind associated with these allegations. The Court has not made a determination about Plaintiff's allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the Plaintiff's claims.

You are receiving this notice because you are in a group of employees eligible to receive payment under this settlement as a person employed in a non-exempt position by Defendant, in the State of California, who worked during the PAGA period, which runs from February 21, 2019 through March 25, 2021.

Enclosed please find a check in the amount of \$ _____. The enclosed check represents your pro-rata share of the settlement and is based on a formula that took into account the total number of pay periods that you worked during the PAGA period in relation to the number of pay periods worked by all eligible employees during the PAGA period.

By operation of the settlement's terms, Defendant and other Released Parties will be released from all claims for civil penalties under PAGA that were actually alleged, or that could have been alleged, in the Action by Plaintiff, on behalf of the State of California, himself and the PAGA Affected Employees, based on the facts alleged in the Action. The release of the PAGA released claims shall be effective as to the Settlement Period, which runs from February 21, 2019 through March 25, 2021.

If you have any questions concerning this settlement or would like more information, please contact:

Settlement Administrator Address (XXX) XXX-XXX
--

EXHIBIT B

ADAM N. BOUAYAD (SBN 248087)
GREGORY WOLFLICK (SBN 108699)
THEODORE S. KHACHATURIAN (SBN 239137)
WORKPLACE RIGHTS LAW GROUP, LLP
130 N. Brand Boulevard, Suite 420
Glendale, California 91203
Tel: (818) 844-5200
Email: adam@workplacerrightslaw.com; greg@workplacerrightslaw.com;
theo@workplacerrightslaw.com

Attorneys for Plaintiff,
JONATHAN MARTIS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JONATHAN MARTIS, an individual,	)	Case No.: 20STCV11133
	)	<i>[Assigned to: Hon. Robert B. Broadbelt.</i>
Plaintiffs,	)	<i>Dept. 53]</i>
	)	
vs.	)	
	)	[PROPOSED] ORDER GRANTING
RESCUE SERVICES INTERNATIONAL,	)	APPROVAL OF PAGA SETTLEMENT;
LTD., a California corporation, MEDIC-1	)	JUDGMENT
AMBULANCE SERVICE, INC., a California	)	
corporation; RSI/MEDIC-1 and DOES 1-20,	)	
	)	
Defendants.	)	
	)	
	)	

1 Plaintiff JONATHAN MARTIS' unopposed Motion for Approval of PAGA Settlement
2 and Attorneys' Fees and Costs came on for hearing on _____, 2021 at ____ a.m./p.m. The
3 Court having considered all papers filed and proceedings herein and otherwise being fully
4 informed, and good cause appearing, the Court finds and orders 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

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

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

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 \$_____ 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 _____ as the Settlement Administrator 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 \$_____.

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 \$_____. As 25% of the penalties are allocated to PAGA Affected
25 Employees, the PAGA Affected Employees shall receive no less than \$_____.

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

10 **IT IS SO ORDERED.**

11 Dated: _____, 2021

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