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Attorneys for Plaintiff,
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]*

) **DECLARATION OF ADAM N.**
) **BOUAYAD IN SUPPORT OF**
) **PLAINTIFF'S MOTION FOR**
) **APPROVAL OF SETTLEMENT OF**
) **PRIVATE ATTORNEY GENERAL ACT**
) **CLAIMS**

) *[Filed concurrently with Notice of Motion,*
) *Memorandum of Points and Authorities and*
) *Proposed Order]*

) **Date: November 22, 2012**
) **Time: 10:00 a.m.**
) **Dept: 53**
) **Reservation ID: 995828429787**

1 **DECLARATION OF ADAM N. BOUAYAD IN SUPPORT OF PLAINTIFF’S**
2 **UNOPPOSED MOTION FOR APPROVAL OF PRIVATE ATTORNEY GENERAL**
3 **CLAIMS SETTLEMENT**

4 I, Adam N. Bouayad, declare as follows:

5 1. I am an attorney at law licensed to practice in the State of California and before
6 this Court. I am a partner at the Workplace Rights Law Group, LLP (“WRLG”), counsel of
7 record for Plaintiff Jonathan Martis (“Plaintiff”), on behalf of the Labor & Workforce
8 Development Agency (“LWDA”) and Aggrieved Employees, in the above captioned Private
9 Attorney’s General Act (“PAGA”) action. The facts stated herein are true of my own personal
10 knowledge. This declaration is provided in support of Plaintiff’s Unopposed Motion for
11 Approval of Private Attorney General Act Settlement. Prior to filing I sent a copy of Plaintiff’s
12 Motion to Defendant who does not oppose it.

13 **Mediation and Settlement**

14 2. On March 25, 2021, the parties participated in a mediation with the
15 Honorable Peter D. Lichtman (Ret.).

16 3. During the parties’ mediation, each side was represented by their respective
17 counsel, recognized the substantial risks of an adverse result in the case given the claims and
18 defenses asserted. It was with this understanding that the parties agreed to resolve the
19 claims presented as set forth in the Settlement Agreement.

20 4. After their March 25, 2021 mediation, the parties negotiated the particular
21 terms and conditions of the Settlement Agreement. Their Settlement Agreement represents
22 a compromise and settlement of highly disputed claims. A true and correct copy of the fully
23 executed Settlement Agreement is attached hereto as **Exhibit “A”**. Additionally, attached
24 hereto as **Exhibit “B”** is a true and correct copy of the parties proposed Notice to Aggrieved
25 Employees, which is also attached as Exhibit “A” to the Settlement Agreement.

26 5. A copy of the Settlement Agreement and the Motion for Approval of
27 Settlement was Served on the LWDA on June 17, 2021.
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1 6. The Settlement was reached only after arm's-length and good faith
2 negotiations. Here, the Honorable Peter D. Lichtman (Ret.), a former head of the LA
3 County Superior Court's MSC Program and founder of the Court's Complex Civil
4 Litigation Department, mediated the settlement and agreed it was reasonable. I know this
5 because I personally took part in the mediation, which was done remotely via Zoom due to
6 ongoing COVID-19 restrictions.

7
8 7. Prior to the mediation, Plaintiff Rescue Services International, Ltd. ("RSI")
9 provided Defendant with the number of Aggrieved Employees (231) and Aggrieved
10 Employee pay periods (5,595) in the Settlement Period. As to documentary
11 evidence, RSI provided Plaintiff with "Crew Member Shift Work Activity Reports", which
12 identify the day-to-day work activities of RSI's Aggrieved Employees during the Settlement
13 Period. Said Reports reflect the locations of client pickups and drop-offs, the number of
14 hours an employee worked, and the timing of meal periods and rest breaks, amongst other
15 things. Additionally, RSI provided Plaintiff with wage statements associated with said
16 "Crew Member Shift Reports". The documents reflected a sample of fifteen (15) employees
17 that were randomly selected from the Aggrieved Employee class. Said documents
18 amounted to over 5000 pages, which I personally reviewed. Further, I personally spoke
19 with five (5) former and current RSI employees who were employed during the Settlement
20 Period. Our conversations pertained to the allegations in Plaintiff's First Amended
21 Complaint. Therefore, the parties had sufficient information to evaluate the strengths and
22 weaknesses of the claims and defenses. Despite zealous advocacy from both sides, the risks
23 of continued litigation had to be considered and a compromise of the claims was settled upon.

24 8. Under the PAGA, for failure to reimburse (Labor Code §2802), failure to
25 provide a lawful meal period (Labor Code §§ 226.7, 512), failure to provide a lawful rest break
26 (Labor Code §§ 226.7, 512), the maximum penalty is \$100 per pay period for the initial violation
27 and \$200 for subsequent violations. Here, because RSI has not previously been penalized for the
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violations set forth in Plaintiff's PAGA charge, only the initial \$100 amount per pay period would likely be awarded. As to Plaintiff's failure to pay minimum wages pursuant to LA County Code §8100 et seq., LA Minimum Wage Ordinance §187.02, Labor Code §1194.2, 1197; and attendant inaccurate wage statement (Labor Code §226) and waiting time (Labor Code §§200-203) claims, investigation and discovery revealed no substantial violations.

9. Based on our calculations, in light of the law and relevant documents provided by RSI, we calculated the following in penalties:

For failure to reimburse for cellular phone usage

Based on documents I received from current RSI employees, which I personally spoke with, it appears RSI began reimbursing its employees \$10 per pay period for their personal cellular phone usage beginning with the May 26, 2020 payroll. However, Plaintiff does not believe \$10 per pay period is sufficient to compensate the Aggrieved Employees based on the amount of work conducted on their personal cellular phones. We estimate \$279,750 in penalties for failure to reimburse during the Settlement Period. It was calculated as follows, the total amount of work weeks for all Aggrieved employees, divided by four as the reimbursement for cellular phones should arguably paid each month (i.e. when subscriber's bills are typically due). That equals 2,797.5 violations, at \$100 per violation, for a total of \$279,750 in penalties.

For failure to provide lawful meal periods

Based on my review of the "Crew Member Shift Work Activity Report[s]" provided by RSI, we estimate an average of 2.4 meal period violations per employee, per pay period. Based on that number, we calculated PAGA penalties in the amount of \$1,242,800 for the Settlement Period. We arrived at that figure as follows: 2.4 (avg. violation in a pay period) x 5,595 (number of aggrieved employees pay periods) = 13,428 (total violations during settlement period) x \$100 (civil penalty) = \$1,242,800.

Failure to provide lawful rest breaks

1 Based on my review of the “Crew Member Shift Work Activity Report[s]” provided by
2 RSI, we estimate an average of 1 rest break violation per employee, per pay period. Based on
3 that number, we calculate PAGA penalties in the amount of \$614,500 for the Settlement Period.
4 We arrived at that figure as follows: 1 (average violations in a pay period) x 5,595 (number of
5 aggrieved employee pay periods) = 5,595 (total violations from 2/17/19 to 12/8/20) x \$100 (civil
6 penalty) = \$614,500

7
8 10. At mediation, Plaintiff provided various scenarios of the potential exposure
9 analysis, including the full stacking of penalties. Under this calculation, Plaintiff estimated
10 RSI’s maximum potential exposure as exceeding \$2,137,000. However, I know of no court in
11 California that has awarded the stacking of penalties at their maximum penalty amounts.

12 11. Based on the law as it relates to “stacking”, Defendant’s asserted defenses,
13 and the uncertainties of trial, Plaintiff requests that the Court determine the reasonableness
14 of the parties’ Settlement based on the Total Monetary Settlement Amount (\$300,000),
15 divided by the total amount of Aggrieved Employee pay periods in the Settlement Period
16 (5,595), which equals a penalty of \$53.62 per Aggrieved Employee, per payroll period. This
17 compromised amount is quite favorable in comparison to other PAGA settlements and court
18 awards that I am aware of.

19 12. Plaintiff’s counsel believes the parties settlement is fair, reasonable, and
20 adequate, and in the best interest of the LWDA and Aggrieved Employees.

21
22 **PAGA Representative Service Award**

23 13. Plaintiff Jonathan Martis spent a significant amount of time helping myself
24 and my firm with the prosecution of this action by performing the following essential tasks:
25 (1) meeting with and communicating with counsel on numerous occasions; (2) detailing his
26 experiences and producing copies of documents he amassed and saved during his
27 employment; (3) contacting witnesses who also provided valuable discovery to the counsel;
28 (4) assisting in preparing the complaint and motions; (5) reviewing and advising on

documents produced by RSI; (6) reviewing the mediation documents prepared; (7) participating in the mediation; (8) reviewing the terms of and signing the Settlement Agreement; and (9) preparing a declaration in support of approval of the Settlement.

14. Mr. Martis also faced great risk in challenging RSI's employment policies and practices by bringing the instant lawsuit, not least because he faced potential liability for Defendant's costs if RSI prevailed.

15. Additionally, the notoriety of being a PAGA representative is even more significant today given the accessibility of court documents on-line and PAGA/class action blogs. Further, employers frequently perform background checks for applicants and the fact that an individual sued a former employer in a representative action will likely be viewed negatively, *especially* in the emergency/non-emergency ambulance service industry, which is relatively small. Thus, the Service Award is necessary to award Mr. Martis for the notoriety and risk taken in his role as a PAGA representative. A true and correct copy of the Declaration of Jonathan Martis is attached hereto as **Exhibit "C"**.

Attorneys' Fees and Costs

16. Plaintiff seeks approval of attorneys' fees as part of this Settlement in the amount of thirty-three percent (33%) of the Total Monetary Settlement Amount, or ninety-nine thousand nine hundred dollars (\$99,900), in consideration of the time, effort, and expertise Plaintiff's Counsel expended on a contingent basis for the benefit of the LWDA and Aggrieved Employees.

17. Plaintiff's Counsel are experienced in civil litigation and representative actions. My personal experience arises from over fifteen years of practice exclusively in the area of labor and employment defense. While Workplace Rights Law Group is a relatively young plaintiffs firm, over the past ten (10) years I've been practicing labor and employment defense at Wolflick, Khachaturian and Bouayad, APC, which I continue to work at while also working at Workplace Rights Law group. During my tenure at Wolflick, Khachaturian and Bouayad some of the significant PAGA and/or class action wage and hour cases I've been the primary attorney on are

as follows: *Abraham Ornelas, et al. v. Ross Stores, Inc.*, Riverside County Superior, Case No. RIC1306637; *Gregory Brock v. Golden Rain Foundation*, Orange County Superior Court, Case No. 30-2017-00952709-CU-OE-CXC; *Belen Morales v. Crown Poly, Inc.*, Los Angeles County Superior Court, Case No. BC699641; *Noelle Chalmers v. Healing Care Hospice, Inc.*, Los Angeles County Superior Court, Case No. BC676450; *Gilberto Ayala v. Sierra Landscape Development*, Los Angeles County Superior Court, Case No. 19STCV23768; *Augustine Pedroza Labra v. Ross Dress For Less, Inc.*, Alameda County Superior Court, Case No. 20065903; *Huong Thien Nguyen Donley v. Formfactor, Inc.*, San Diego Superior Court, Case No. 37-2020-0008918-CU-OE-CTL; *Jeffery Branson f. Mladen Buntich*, San Bernardino County Superior Court, Case No. CIVDS1609129; and *Abraham Ornelas v. Ross Stores, Inc.*, Riverside County Superior Court, Case No. RIC1306637. During my tenure at Workplace Rights Law Group, my firm has prosecuted the following PAGA and/or class actions in the Los Angeles Superior Court: *Peter Neil v. The Verge Company, et al.*, et al., Case No. 20ETCV10184; *Sinnathamby Raj Selvarajah, et al. v. World Oil Marketing Co., et al.*, Los Angeles County Superior Court, Case No. 20STCV15659; *Chris Haas, et al. v. Driven Deliveries, Inc., et al.*, Case No. 20STCV19564; *Tien Pham v. Seven Points Management, et al.*, Case No. 20STCV31808.

18. My educational background is as follows. In 2002 I graduated *cum laude* from the University of California, Los Angeles. In 2006, I graduated from California Western School of Law where I also served as an Honors Instructor.

19. From the outset, Workplace Rights Law Group took the prosecution of this action at a significant financial risk as it was taken on a contingent basis, with no guarantee of recovery. Plaintiff's counsel placed their own resources at risk, including over 255 hours of attorney time, to prosecute this action with no guarantee of success. Plaintiff's Counsels' hourly billing rate is \$600 per hour. Thus, the lodestar expended in this case is more than the attorney's fees requested in Plaintiff's Motion for Approval of Settlement of PAGA Claims, which means my firm will not be fully compensated for its time spent prosecuting this matter. However, in a

1 contingency case - even if a case can be successfully resolved, Plaintiff's Counsel
2 understands they may not be fully compensated for the work put into the action. Further, if
3 Defendant prevailed on any one of the defenses raised, it could substantially reduce, if not
4 wholly defeat, recovery. Despite such challenges, Plaintiff's Counsel took their duty seriously
5 to represent the LWDA and Aggrieved Employees and expended all of the time necessary,
6 even knowing they may not be fully compensated for those hours. Ultimately, Plaintiff's
7 Counsel were able to persuade Defendant that it faced sufficient exposure such that Defendant
8 was willing to settle Plaintiff's claims brought on behalf of the LWDA.

9
10 20. The quality of opposing counsel is also important to evaluating the quality of the
11 work done by Plaintiff's Counsel. Here, Charley M. Stoll, APC, a law firm with extensive
12 experience in defending employment, corporate, and representative action litigation, represented
13 Defendant. Thus, due to the risk, the complexity and potential duration of the case, and the
14 experienced and resourceful opposition Plaintiff faced, equity favors the awarding of attorney's
15 fees in the amount requested by Plaintiff.

16 21. The results achieved by the Settlement support Plaintiff's requested attorney's
17 fees. The Settlement will result in payment of no less than \$128,325 to the LWDA; and
18 \$42,775 to Aggrieved Employees. This is a significant sum of money in light of Defendant's
19 defenses and the overall risk of trial.

20 22. The efficiency with which this litigation was conducted and resolved should be
21 rewarded. The LWDA and Aggrieved Employees will directly benefit from the prompt and fair
22 resolution of their claims. They will be receiving a significant award in a reasonable period of
23 time as opposed to waiting years to recover some undetermined amount if they succeeded at
24 trial, which is an uncertainty in itself.

25 23. Plaintiff's Counsel's commitment to this litigation should not be assessed in a
26 vacuum. A relevant factor in determining attorney's fees is whether the litigation required
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1 Plaintiff's Counsel to forego other employment. To that end, additional work was available that
2 Plaintiff's Counsel had to forgo to devote the time necessary to pursue this litigation.

3 24. Accordingly, attorney's fees in the amount of \$99,900, which is thirty-three
4 percent of the Total Monetary Settlement Amount is fair and reasonable under the
5 circumstances.

6 25. Plaintiff's Counsel's litigation costs, which are currently \$12,473.74, were all
7 reasonable and necessary expenses in litigating and resolving this action.

8 26. Attached hereto as **Exhibit "F"** is a true and correct copy of the attorney time and
9 costs expended in this action by Defense Counsel up to the date of April 29, 2021, and does not
10 include the time expended to prepare this declaration and corresponding Motion for Approval of
11 Settlement of PAGA Claims. As to costs incurred, I've bracketed them for the Court's easy
12 reference.

13 Settlement Administrator

14 27. The Settlement Administrator will pay out the Total Monetary Settlement Amount
15 to itself reasonable fees and expenses, not to exceed fifteen thousand dollars (\$15,000), after such
16 payment has been approved by the Court. I sought other quotes from claims administrators and
17 found CPT Group to be fair and reasonable, and it has historically been a reliable administrator in
18 my experience. CPT Group is a well-known and respected Settlement Administrator and should
19 be approved by the Court. A true and correct copy of the firm Curriculum Vitae is attached hereto
20 as **Exhibit "D"**. At this time, CPT Group submitted a quote for its *costs for administration* in
21 the amount of \$9,234.16. (**Exhibit "E"**.)

22 I certify under the penalty of perjury under the laws of the state of California that the
23 foregoing is true and correct.

24 Executed on June 16, 2021, at Glendale, California.

25
26 

27 Adam N. Bouayad
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**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:

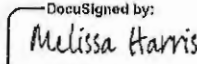
To Plaintiff	To Defendant
Charley M. Stoll CHARLEY M. STOLL, APC 340 Rosewood Ave., Suite K Camarillo, CA 93010	Adam N. Bouayad WORKPLACE RIGHTS LAW GROUP 130 N. Brand Boulevard, Suite 420 Glendale, CA 91203

IT IS HEREBY AGREED.

6/10/2021

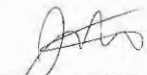
Dated: June __, 2021

RESCUE SERVICES INTERNATIONAL

DocuSigned by:

 By: _____ President/CEO
 247552C678DC4F3...
 Print Name: Melissa Harris
 Title: President

PLAINTIFF/PAGA REPRESENTATIVE

Dated: June 15, 2021

By: 
 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

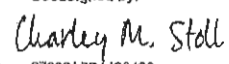
CHARLEY M. STOLL, APC
DocuSigned by:

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

**[PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT;
JUDGMENT**

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

12 _____
13 THE HONORABLE ROBERT B. BROADBELT
14 Judge of the Superior Court of California,
15 County of Los Angeles
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**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
--

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,
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]*

) **DECLARATION OF JONATHAN**
) **MARTIS IN SUPPORT OF PLAINTIFF'S**
) **UNOPPOSED MOTION FOR APPROVAL**
) **OF PRIVATE ATTORNEY GENERAL**
) **ACT CLAIMS SETTLEMENT**

) **Date:**
) **Time:**
) **Dept:**

1 **DECLARATION OF JONATHAN MARTIS IN SUPPORT OF PLAINTIFF'S MOTION**
2 **FOR APPROVAL OF PRIVATE ATTORNEY GENERAL CLAIMS SETTLEMENT**
3

4 I, Jonathan Martis, declare as follows:

5 1. I am the named Plaintiff in *Jonathan Martis v. Rescue Services International, et*
6 *al.*, Los Angeles County Superior Court, Case No. 20STCV11133. The facts stated herein are
7 true of my own personal knowledge. This declaration is provided in support of Plaintiff's
8 Unopposed Motion for Approval of Private Attorney General Act Claims Settlement.
9

10 2. On February 21, 2020, I filed a class lawsuit against my former employer, Rescue
11 Services International, Ltd. ("RSI"). Shortly thereafter, I came to learn that I had executed an
12 arbitration agreement, with a class waiver, as a condition of my employment at RSI. On April
13 16, 2020, I filed an Amended Complaint against RSI on behalf of the Labor & Workforce
14 Development Agency ("LWDA") and subsequently dismissed my class claims against RSI.

15 3. I understood my role as a PAGA representative was to seek penalties for the State
16 of California. I forwent an individual arbitration against RSI, which may have meant greater
17 compensation to me personally, in order to pursue claims for the State of California and all
18 Aggrieved Employees.
19

20 4. Throughout the case, I met with and had multiple telephone conversations with
21 my attorneys of record, Workplace Rights Law Group. During the conversations I went over my
22 experiences and those of many of my RSI co-workers; and discussed/explained the various
23 documents I had saved from my employment and turned over to them. I also contacted RSI
24 employee witnesses and coordinated telephone interviews between them and my attorneys.

25 5. I also assisted in preparing for the mediation that occurred on March 25, 2020, by
26 reviewing the records RSI provided my attorneys and discussing the significance of the
27 information contained in the records. Further, I reviewed Plaintiff's mediation brief for factual
28 accuracy. Finally, I remained on call all day during the mediation in case I was needed as I

1 understood the importance of being available if the mediator had any questions about my
2 experience.

3 6. After the mediation I went over the terms of the proposed settlement agreement. I
4 believe, given all the circumstances of the case, that the settlement in this case is in the best
5 interest of the LWDA and Aggrieved Employees.

6 7. As the named plaintiff, I took on the risk that I could be responsible for
7 Defendant's costs, if RSI prevailed.

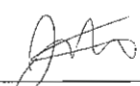
8 8. Throughout the case, I also had concerns that future employers may be reluctant
9 to hire me due to my participation as a plaintiff in an employment case. Despite my concerns, I
10 felt RSI should be held responsible for what I perceived to be its unlawful employment actions.

11 9. I understand that RSI disputes the allegations in the Amended Complaint and that
12 the Court could go either way in the case. Therefore, because of the risks in the case going
13 forward, I think the settlement is fair and reasonable.

14 10. I ask the Court to award me a Service Award in the amount of \$14,000 to
15 compensate me for the amount of time I spent on the case, the risks I undertook to bring the case,
16 the fact that I am providing a general release of my rights against RSI, and for the benefit being
17 provided by the settlement to the LWDA and Aggrieved Employees.

18 I certify under the penalty of perjury under the laws of the state of California that the
19 foregoing is true and correct.

20 Executed on June 15th, 2021, at Huntington Park, California.

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Jonathan Martis



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CURRICULUM VITAE

COMPANY PROFILE

CPT Group, Inc., ("CPT") founded in 1984, is a leading provider of notice and settlement class action administration services and has been appointed as the third-party administrator by all major courts in the State of California and numerous United States District Courts. Located in Irvine, CA, CPT's client base includes over 10,500 attorneys, both local and nationwide, that have entrusted CPT to bring their experience, expertise and proven excellence to their settlements for administration. Throughout our history, CPT has disbursed billions of dollars in Settlement funds, and serviced over 65,000,000 class members and administrated approximately 4,000 cases. CPT offers a wide range of class action administrative services for developing, managing and executing all stages of integrated settlement plans. This includes pre-certification and discovery mailings, class-certification mailings, claims processing and administration, data management, data reporting, settlement fund administration, legal noticing campaigns, website design and web hosting. Experienced CPT staff currently handles the following types of class action cases: Wage and Hour, FLSA, Employment/ADA, Consumer/Product, Insurance, Securities, Finance, Antitrust, and ERISA.

Once designated by the parties and approved by the court as the third-party administrator, CPT assumes full responsibility in overseeing management of the class database, notification to the class members, claims processing, and disbursement of settlement payments. The operations, IT and production facilities are all located at the corporate headquarters in Irvine. The integrity of CPT's work is strengthened by the staff's ability to work in close proximity and keep the work handled in-house. The IT data center is accessible 24/7/365 to authorized CPT personnel. CPT uses internal IT expertise and follows internal business as well as IT policies and procedures to support its daily administration and service operations.

CPT prides itself on being the industry's premier class action administrator, offering comprehensive and cost-effective class action administration services, utilizing leverages that decades of personal insight and firsthand knowledge from multiple disciplines and legal arenas have provided. CPT is NIST SP 800-171 compliant, administrates hundreds of cases per year, and has disbursed over a billion dollars in settlement funds. With a structured service platform and practice-area expertise, CPT can effectuate the services it provides accurately and expeditiously.

CPT is entrusted by counsel and appointed by the court to handle complex nationwide and statewide class action settlements. Some of our current representative matters include:

- *Jacobo, et al., v. Ross Stores, Inc.*, (C.D. Cal.) Case No. 17-56241, D.C. No. 2:15-cv-04701-MWF-AGRx
- *Bokelman v. FCH Enterprises, Inc.*, (D. Haw), Case No. 18-cv-00209-RJB-RLP;
- *Krinsk, et al. v. Monster Beverage Corporation, et al.*, San Diego Superior Court, Case No. 37-2014-00020192-CU-BT-CTL
- *Lim, et al. v. Vendini, Inc.*, California Superior Court Case No. 1-14-CV-259897;
- *Mount v. Wells Fargo Bank*, Superior Court of California Case No. BC395959;
- *Manouchehri v. Styles For Less, Inc.*, United States District Court Case No. 14cv2521 NLS;
- *Kerr, et al. v. Zacks Investment Research, Inc.*, et al., United States District Court Case No. 16-CV-01352 GPC BLM;
- *Hinshaw v. Vizio, Inc.*, United States District Court Case No. SA CV14-00876-DOC (ANx);
- *Kerr v. The New York Times Company*, et al., California Superior Court Case No. 37-2016-000010125-CU-MC-CTL;
- *Hightower, et al. v. JPMorgan Chase Bank, N.A.*, United States District Court Case No. 11-CV-01802-PSG-PLAx;
- *Romero, et al. v. Loacker USA, Inc.*, California Superior Court Case No. 1-14-CV-274434;
- *Hoover v. Hi-Tech Pharmacal Co., Inc.*, United States District Court Case No. EDCV 13-00097 JGB (OPx);
- *Michigan Finance Authority, et al. v. Kiebler, et al.*, Michigan Court of Claims Case No. 13-000166-MZ.

AREAS OF EXPERTISE

- **Project Management** – To ensure a smooth claims administration process, CPT acts as a neutral third party and provides comprehensive case administration from start to finish. Following the timeline set forth in the Settlement Agreement and Court Order, our team of Case Managers ensures that all actions required by the Claims Administrator are met.
- **Claims Administration** – CPT executes an extensive Quality Assurance process throughout the duration of the claims period. Any and all responses received from Class Members are processed according to our strict internal procedures and in accordance with Settlement Agreement. Once claims processing is completed, Counsel is provided with all required reporting, including, where applicable, a list of approved claimants and the settlement calculations for each.
- **Call Center** – CPT maintains a Call Center to provide support for Class Members between the hours of 9:00 AM and 5:30 PM, Monday through Friday, except for major holidays. The Call Center is specially trained to field questions pertaining to the important features of each case. Our Call Center representatives are all bilingual in English and Spanish, and upon special request, CPT can provide support in other languages as well as other time zones.
- **Data Management/Reporting** – Through programmatic analysis, CPT will standardize the class data to compile a master mailing list. CPT prepares weekly status reports for each case that summarize the status of returns and responses such as mail pieces and claim form submissions. CPT Group, Inc. is NIST SP 800-171 compliant, which ensures that necessary measures are taken to guarantee that all class member data is handled and stored in a safe and secure manner.
- **Noticing Expertise** – CPT's legal notice experts have a combined experience of over 25 years in the industry and come together to plan a successful notice campaign based upon the requirements of the Settlement. After strategizing and consulting with Counsel, our team will determine the best method of notification to reach your intended target audience. Whether notification will be through means of a known or unknown data set, CPT will execute the campaign with precision and accountability.
- **Settlement Fund Administration** – CPT Group's staff of accounting professionals oversees the disbursement process for each case in strict detail and in accordance with the terms of the Settlement Agreement. Utilizing a Qualified Settlement Fund (QSF) for each case, CPT maintains its settlement account through a federally insured bank where access to each Settlement Account is restricted to authorized personnel. Bank accounts for each case are reconciled monthly and are available to each client upon request. On behalf of the QSF, CPT Group pays and reports all applicable State and Federal tax withholdings and liability, and issues and reports W-2 wages and 1099 income, as required, for each case.

SERVICES

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|----------------------------------|------------------------------------|----------------------------------|
| • Settlement Administration | • Claims Processing | • Settlement Fund Administration |
| • Pre-Certification Notification | • Class Certification Notification | • Electronic Notification |
| • Data Analysis | • Secure Data Management | • Secure Data Reporting |
| • Bilingual Call Center | • In-House Print & Mail House | • NCOA & Skip Tracing |
| • Publication & Media Campaigns | • Website Hosting | • Website Design |

QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

Julie N. Green, Senior Vice President of Operations; Notice Expert:

With 14 years at CPT, Julie Green is a driving force behind the company's ongoing success. Through oversight responsibilities for the entire operation, she has an expert hand in all aspects of notice administration and demands quality and success for each step of the process. Making informed recommendations to meet the goals of complex and unique settlements, Julie has been responsible for the design and or implementation of thousands of class action notice programs. She understands the necessary mechanics to ensure that effective notice is executed, while making certain neutrality and client confidentiality is continually maintained. In her position, Julie leverages the Operations Team's abilities to meet the goals and objectives of the Business Development Team, while ensuring that CPT's clients are met with exceptional service and a successful notice program. Julie holds a BA each in Drama and Psychology & Social Behavior from the University of California, Irvine.

Dominique Fite, Vice President Consultant, Business Development:

Ms. Fite is responsible for advising clients during the developing stages of the class action claims administration process, from pre-settlement planning through settlement in all class action practice areas. With over ten years of relevant legal industry experience, Ms. Fite plays a valuable role consulting with current and prospective clients offering practical approaches, strategic advice, and customized solutions. As both a former class action attorney and business development attorney at a leading plaintiff class action firm, she focused her practice on ERISA and Consumer Protection actions as well as securities litigation. Ms. Fite also provided substantial research assistance in the authorship of law review articles related to the Dodd-Frank Act. More recently, Ms. Fite served as a director of client relations and development for one of the largest class action settlement administrators where she was involved in many large and complex class action settlement administrations, including the Countrywide Mortgage-Backed Securities Litigation and RALI Mortgage-Backed Securities Litigation settlements. Ms. Fite has a juris doctor degree from American University, Washington College of Law and a B.A. from New York University, where she graduated magna cum laude. She is a member of the Association of Business Trial Lawyers, Consumer Attorneys of California, and the American Bar Association.

Randi J. Martz, Director of Marketing and Business Development; Notice Expert:

Randi Martz serves as Director of Marketing and Business Development and has been with CPT Group for 10 years. Randi is responsible for critically analyzing and executing the requirements of a settlement for legal notification through secondary market research, data analysis, planning and executing. Upon consulting with clients to determine the needs of the Settlement parties, Randi finds ways to increase efficiencies to implement cost savings for the RFP's. She is also tasked with researching and analyzing target markets to develop strategic and tactical plans to grow the business. As the liaison between the Marketing and Operations Teams, Randi collaborates on identifying critical business development and marketing opportunities to strengthen the Settlement and Client's core objectives. Randi received her B.A. in Business Administration, a Professional Concentration, from California State University of Fullerton.

Jacqueline N.K. Hitomi, Director of Settlement & Treasury Services:

Jackie Hitomi is the Director of Settlement & Treasury Services at CPT Group. With over a decade of experience in the class action industry, Jackie oversees the distribution process and is responsible for ensuring the accuracy of settlement calculations and the compliance of court approved agreements. Jackie manages a team of disbursement and tax administrators and provides guidance to the case management team for complex settlements. As a Director, Jackie serves as a trusted contact for clients and assists with the effectuation of multifaceted projects. She is also a key contributor to the development and execution of the settlement administration process. Jackie began her legal career as a Paralegal at the Orange County District Attorney's Office and has also held Senior Paralegal positions in several law firms in Orange County and Los Angeles. She received her B.A. in International Relations and Law & Public Policy, from the University of Southern California, and completed the ABA Paralegal Studies from the University of California, Los Angeles.

Abel E. Morales, Director of Operations:

Abel Morales is the Director of Operations at CPT Group. Since joining CPT in 2010, Abel has handled hundreds of class action cases from inception through distribution and has become the expert in complex settlements. He is the primary client contact and is well trusted for his expertise in the class action industry. Abel oversees the Claims Processing Department, Production Department, and Class Member Support Services. With his wide range of expertise, it provides valuable insight to all facets of the Administration process. Prior to CPT Group, Abel was a Senior Analyst for 9 years at a prominent Fortune 500 mutual insurance holding company. Abel also holds a B.A. in International Finance from the California State University of Fullerton. He is bilingual in Spanish

Gary D. Coburn, Data and Applications Manager:

Gary Coburn is CPT Group's Data and Applications Manager. With over 12 years of experience in Information Technology management, consultative selling, project leadership, market development and new technology introduction, Gary plays a key role in building and maintaining CPT's case database as well as preserving its infrastructure and security. Gary, along with his team, also implement and deploy CPT's case-related websites. It's because of Gary's extensive IT experience and his ability to clearly articulate even the most advanced technology to businesses and technical users, that make him a great asset to the Company. Gary received his B.S. in Technical Management from Wentworth Institute of Technology, in Boston, MA and his MBA from Suffolk University, also in Boston, MA.

Tim Cunningham, Supervising Case Manager:

Tim Cunningham has successfully managed over 250 cases in his 7 years at CPT Group. As Supervising Case Manager, under his direction, a team of Case Managers and Assistants are trained and guided to oversee all case activity—from administrative conception to disbursement. Tim and his team are also the primary contact between the firm and Counsel while also working closely throughout administration with the IT, Mailing, Claims and Call Center departments. Prior to CPT Group, Tim was a Lead Relationship Manager for 10 years at a prominent Fortune 500 mutual insurance holding company. Tim earned his B.A. in Public Administration with a minor in English from California State University San Diego.

Carole Thompson, Supervising Case Manager

Carole Thompson is a Supervising Case Manager at CPT Group. In this role, she leads a team of Case Managers and Assistants and ensures the proper guidance and supervision is upheld for high accuracy levels and prompt adherence to court ordered deadlines. She is also responsible for overseeing all case activity and having a comprehensive understanding of each case her team handles. Carole initially joined CPT in 2010 as a Case Manager. In her career prior, she spent 12 years in the Financial Industry at a prominent Fortune 500 annuities company. Then, when an opportunity took her family to Minot, North Dakota, she had to leave CPT, but gained 5 years of Human Resources expertise, first as Benefits Specialist at Trinity Health and then as a Benefits Coordinator at Food Management Investors, Inc. Upon returning to California in 2016, Carole rejoined CPT, providing a strong professional background to the team.

Ani S. Sarich, Senior Case Manager

Ani Sarich is a Senior Case Manager at CPT Group. Since joining CPT in 2012, Ani has managed over 100 consumer, and labor and employment class action settlements. In her role, she is responsible for accurate planning and efficient execution of the required settlement administration tasks. Ani holds a B.S. in Public Health Science from the University of California, Irvine and is currently furthering her education in Project Management.

REFERENCES

For reference, the following Exhibits are attached:

1. CPT's Information Security Statement.
 2. CPT's Data and Settlement Fund Transmission Methods
 3. CPT's Company Brochure.
 4. CPT's Client Testimonials.
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Class Action Administrators

www.cptgroup.com

Contact Name: Ryan Schley, Esq.
Alan Rock

Corporate Headquarters

50 Corporate Park, Irvine CA 92606

Ryan@cptgroup.com

Direct Number: (949) 358-0404

Headquarters: (800) 542-0900

Fax Number: (949) 428-1023

Case Name: Matris v Rescue Services International

Date: June 1, 2021

PAGA Disbursement Only

Requesting Attorney: Adam N. Bouayad

* Class Members: 230

Plaintiff or Defense: Defense

Postage Total: \$147.46

Firm Name: Wolflick, Khachaturian et al.

Grand Total: \$9,234.16

Telephone: (818) 243-8300

*** **DISCOUNTED FLAT FEE: \$7,500.00**

Email: adam@wolfsim.com

* This number is an estimate provided by counsel. If the actual number is different, our cost estimate will change accordingly.

Case Setup

Case Setup / Data Management / Create a Unified Mailing List / NCOA / TFN Establish, Setup & Support

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Project Manager	\$95.00	2	\$190.00
System Programming/Data Base Setup	\$150.00	2	\$300.00
Project Manager-Notice Format	\$95.00	1	\$95.00
NCOA	\$150.00	1	\$150.00
Call Center Support	\$3.00	46	\$138.00
		Total	\$873.00

* Up to 120 days after disbursement

SSN Verification

Verify SSN for Validity with IRS / IRS Backup Withholdings

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Programming for SSN Selection	\$150.00	1	\$150.00
Project Manager	\$95.00	3	\$285.00
SSN Verification	\$0.20	230	\$46.00
		Total	\$481.00

Disbursement

Calculations / Data Management / Create & Manage QSF / Print & Mail Notice, Checks/1099's

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Programming Database-Calculate Totals	\$150.00	2	\$300.00
Project Supervisor Review of Distribution	\$150.00	3	\$450.00
Project Manager-Correspond w/Attorney	\$95.00	2	\$190.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Programming/Setup & Printing of Checks	\$150.00	3	\$450.00
Print Mail Notice, Checks & 1099	\$3.00	230	\$690.00
Estimated Postage (up to 1 oz.)	\$0.51	230	\$117.30
		Total	\$2,647.30

Post-Disbursement & Tax Reporting

Account Recons / Skip Trace / Reissue Checks / Annual Tax Reporting / Final Reporting & Declaration			
Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Re-Issue Checks as Required	\$5.00	3	\$15.00
Project Supervisor -Account Recons	\$150.00	6	\$900.00
Skip Trace	\$1.25	18	\$22.50
Remail Undeliverable Checks	\$3.00	18	\$54.00
Estimated Postage (up to 1 oz.)	\$0.51	21	\$10.71
Project Supervisor-Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming- Final Reports	\$150.00	1	\$150.00
Project Manager - Acnt Files Sent to Atty	\$150.00	1	\$150.00
Project Supervisor - Final Declaration	\$150.00	1	\$150.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Total			\$3,102.21

*CPT will file Federal and California taxes in accordance to current state and federal regulations. Additional charges will apply if the Settlement / Order / parties require(s) multiple state tax filings.

Escheat Processing

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%			
Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
UPEnterprise Reporting Services	\$0.15	48	\$7.20
Project Manager - Fall Reporting	\$95.00	2	\$190.00
Project Supervisor-Fall Reporting	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.50	1	\$8.50
Check Reissues - Winter/Spring QTR	\$5.00	5	\$24.00
1st Class Postage for Reissues	\$0.51	5	\$2.45
Project Manager - June Remittance	\$95.00	2	\$190.00
Project Supervisor- June Remittance	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.50	1	\$8.50
Add'l Account Recons	\$150.00	6	\$900.00
Add'l QSF Annual Tax Reporting	\$500.00	1	\$500.00
Total			\$2,130.65
Grand Total:			\$9,234.16

Client	Trans Date	Atty	H P	Tcode/ Task Code	Stmt # Rate	Hours to Bill	Amount	Ref #
Client ID 102.21 WRLG								
102.21	02/14/2020	6	A	3		4.30	0.00 Prepare LWDA letter for John Martis matter.	ARCH
102.21	02/17/2020	6	A	3		3.50	0.00 Prepare LWDA letter.	ARCH
102.21	02/21/2020	6	A	3		3.50	0.00 Prepare LWDA Notice.	ARCH
102.21	02/24/2020	2	A	201			75.00 Filing fee (LWDA)	ARCH
102.21	03/09/2020	6	A	3		1.00	0.00 Prepare complaint.	ARCH
102.21	03/10/2020	4	A	3		2.30	0.00 Prepare records request, review client documents and prepare Complaint.	ARCH
102.21	03/10/2020	2	A	208			22.17 Federal Express charges	ARCH
102.21	03/11/2020	4	A	3		1.50	0.00 Prepare (further) class complaint.	ARCH
102.21	03/12/2020	4	A	3		7.40	0.00 Prepare (further) Class Complaint.	ARCH
102.21	03/13/2020	4	A	3		4.20	0.00 Prepare (further) class complaint .	ARCH
102.21	03/15/2020	4	A	3		0.60	0.00 Prepare (further) class complaint.	ARCH
102.21	03/16/2020	6	A	3		1.50	0.00 Prepare complaint.	ARCH
102.21	03/23/2020	2	A	218			1,520.00 Attorney service	ARCH
102.21	03/27/2020	4	A	6		1.40	0.00 Research Ann Jones (assigned judge) background. Prepare 170.6 DQ motion.	ARCH
102.21	04/01/2020	4	A	4		2.60	0.00 Review file re: payroll record, correspond with client re: various items on payroll summaries and correspond with RSI's attorney re: payroll records.	ARCH
102.21	04/01/2020	6	A	7		1.50	0.00 Analyze Martis documents.	ARCH
102.21	04/02/2020	4	A	4		2.30	0.00 Review info from client, telephone call with RSI attorney. Review RSI records responses and correspond with client re same.	ARCH
102.21	04/05/2020	4	A	4		4.30	0.00 Review (further) RSI's response to LWDA letter and supporting documentation/records produced.	ARCH
102.21	04/06/2020	4	A	2		1.90	0.00 Telephone call with client re: RSDI's LWDA Letter Response.	ARCH
102.21	04/07/2020	4	A	4		1.80	0.00 Review documents received from client and talk to employee witnesses.	ARCH
102.21	04/07/2020	2	A	218			45.00 Attorney service	ARCH
102.21	04/07/2020	2	A	218			75.00 Attorney service	ARCH
102.21	04/07/2020	2	A	218			175.00 Attorney service	ARCH
102.21	04/08/2020	4	A	2		4.70	0.00 Telephone call with multiple employee witnesses.	ARCH
102.21	04/09/2020	4	A	2		3.60	0.00 Telephone call (multiple) with employee witnesses.	ARCH
102.21	04/10/2020	6	A	6		1.20	0.00 Research for case.	ARCH
102.21	04/13/2020	4	A	4		8.30	0.00 Review file, client documents, employee interview notes and research case law. Prepare Amended LWDA Letter.	ARCH
102.21	04/13/2020	4	A	3		4.20	0.00 Prepare (further) Amended LWDA PAGA letter. Research how to subpoena Boost Mobile Records.	ARCH
102.21	04/13/2020	6	A	7		2.70	0.00 Analyze documents sent from client.	ARCH
102.21	04/14/2020	6	A	3		3.60	0.00 Prepare LWDA letter.	ARCH
102.21	04/14/2020	6	A	6		2.30	0.00 Research requirements for amending PAGA letter.	ARCH
102.21	04/15/2020	6	A	7		1.80	0.00 Analyze case documents.	ARCH
102.21	04/16/2020	4	A	3		2.30	0.00 Prepare response to RSI attorney re: stipulation to arbitration, check court website re: status of case, finalize AMended PAGA letter.	ARCH
102.21	04/16/2020	2	A	218			65.00 Attorney service	ARCH
102.21	04/16/2020	2	A	209			15.82 Postage charges	ARCH
102.21	04/17/2020	4	A	2		0.20	0.00 Telephone call with Sprint re: subpoena Boost Mobile Records.	ARCH
102.21	04/20/2020	4	A	4		0.90	0.00 Review 2016 and 2012 RSI Employee Handbooks.	ARCH
102.21	04/21/2020	4	A	2		0.30	0.00 Telephone call with copy service re: Boost Mobile Telephone records subpoena.	ARCH
102.21	04/27/2020	2	A	218			55.00 Attorney service	ARCH
102.21	04/28/2020	2	A	218			55.00 Attorney service	ARCH
102.21	05/05/2020	4	A	4		2.80	0.00 Review Amended Complaint.	ARCH
102.21	05/06/2020	4	A	3		6.20	0.00 Prepare (further) First Amended Complaint.	ARCH
102.21	05/07/2020	4	A	3		2.60	0.00 Prepare (further) Amended Complaint.	ARCH
102.21	05/12/2020	6	A	1		1.50	0.00 Conference with AB re: discovery.	ARCH
102.21	05/13/2020	4	A	3		1.40	0.00 Prepare (finalize) amended complaint, telephone call with Defendant's attorney re: case and electronic service. File Complaint.	ARCH
102.21	05/22/2020	4	A	4		0.30	0.00 Review correspondence and respond re: current RSI employee re: complaints of working conditions.	ARCH
102.21	05/24/2020	2	A	218			85.00 Attorney service	ARCH
102.21	05/24/2020	2	A	218			65.00 Attorney service	ARCH
102.21	06/08/2020	4	A	3		4.70	0.00 Prepare Special Interrogatories and Request for Documents; and prepare Declaration Re: OSC re: dismissal of class claims.	ARCH
102.21	06/08/2020	2	A	200			6.00 Court fee for	ARCH
102.21	06/09/2020	4	A	3		1.80	0.00 Prepare (further) Request for Production.	ARCH
102.21	06/10/2020	4	A	3		0.20	0.00 Prepare correspondence to Defendant's attorney re: meet and confer re: joint statement.	ARCH
102.21	06/11/2020	4	A	2		2.70	0.00 Telephone call with Defendant's attorney re: Initial Status Conference meet and confer. Prepare draft Joint Statement re: same.	ARCH
102.21	06/14/2020	4	A	4		0.40	0.00 Review Defendant's changes to draft Joint Status Conference Statement and finalize for execution.	ARCH

Client	Trans Date	Atty	H P	Tcode/ Task Code	Stmnt # Rate	Hours to Bill	Amount	Ref #
Client ID 102.21 WRLG								
102.21	06/15/2020	4	A	3		0.30	0.00 Prepare correspondence with opposing counsel re: status of Joint Status Conference Statement.	ARCH
102.21	06/17/2020	4	A	4		0.20	0.00 Review court web site re: status of OSC.	ARCH
102.21	06/22/2020	4	A	5			0.00 Attend Joint Status Conference; telephone call with client re: same; and prepare stipulation re: use of Case Anywhere.	ARCH
102.21	06/22/2020	1	A	218			85.00 Attorney service	ARCH
102.21	06/22/2020	1	A	218			177.25 Attorney service	ARCH
102.21	06/29/2020	6	A	3		0.20	0.00 Prepare email to opposing counsel.	ARCH
102.21	06/29/2020	6	A	3		0.30	0.00 Prepare filing of Joint CMC Statement.	ARCH
102.21	07/07/2020	6	A	3		1.50	0.00 Prepare stipulation to use case anywhere.	ARCH
102.21	07/14/2020	1	A	218			65.00 Attorney service	ARCH
102.21	07/15/2020	4	A	3		1.10	0.00 Prepare Declaration re: OSC re: failure to appear attend Status Conference.	ARCH
102.21	07/15/2020	1	A	200			2.00 Court fee	ARCH
102.21	07/21/2020	4	A	3		1.70	0.00 Prepare Notice of Order Approving Electronic Service and register with Case Anywhere.	ARCH
102.21	07/22/2020	4	A	3		0.60	0.00 Prepare Case Anywhere service initiation and review service initiation memo.	ARCH
102.21	07/29/2020	4	A	4		0.30	0.00 Review and respond to correspondence from current RSI employee re: ongoing Labor Code violations.	ARCH
102.21	07/30/2020	1	A	218			85.66 Attorney service	ARCH
102.21	07/31/2020	4	A	2		0.90	0.00 Telephone call with Department Clerk re: continuance of Initial Status Conference and preparation of notice re: same.	ARCH
102.21	07/31/2020	1	A	218			85.66 Attorney service	ARCH
102.21	07/31/2020	1	A	218			65.00 Attorney service	ARCH
102.21	08/03/2020	4	A	3		0.30	0.00 Prepare correspondence to client re: status update.	ARCH
102.21	08/06/2020	4	A	5		3.10	0.00 Attend initial status conference, prepare request for dismissal of Class claims, prepare notice of status conference, correspond with client re: status of case.	ARCH
102.21	08/11/2020	1	A	200			23.00 Court fee	ARCH
102.21	08/14/2020	4	A	4		1.10	0.00 Review further documents received from client investigation support of litigation.	ARCH
102.21	08/17/2020	1	A	218			65.00 Attorney service	ARCH
102.21	08/19/2020	4	A	2		0.60	0.00 Telephone call re: meet and confer re: Joint Statement re: trial dates and litigation plan.	ARCH
102.21	08/20/2020	1	A	218			65.00 Attorney service	ARCH
102.21	08/24/2020	4	A	3		3.60	0.00 Prepare Joint Status Conference Statement; Proposed Belaire notice and stipulation re: same; and correspondence to Defense counsel re: same.	ARCH
102.21	08/26/2020	1	A	218			65.00 Attorney service	ARCH
102.21	08/31/2020	4	A	2		0.80	0.00 Telephone call with client to discuss case.	ARCH
102.21	08/31/2020	4	A	3		0.80	0.00 Prepare (finalize) Belaire notice and stipulation re: same; and Joint Status Conference Statement.	ARCH
102.21	09/19/2020	1	A	218			85.66 Attorney service	ARCH
102.21	09/22/2020	4	A	4		1.40	0.00 Review for and attend status conference.	ARCH
102.21	09/22/2020	4	A	3		3.80	0.00 Prepare (finalize) written discovery (Document Request, Special Interrogatories, Request for Admissions and Form Interrogatories-General.	ARCH
102.21	09/22/2020	4	A	3		0.40	0.00 Prepare correspondence to client re: status update.	ARCH
102.21	09/22/2020	4	A	3		0.70	0.00 Prepare proposed order re: dismissal of class claims as requested by Court.	ARCH
102.21	09/25/2020	4	A	3		0.30	0.00 Prepare Notice of Order dismissing class claims.	ARCH
102.21	09/27/2020	1	A	200			23.00 Court fee	ARCH
102.21	09/28/2020	1	A	200			7.00 Court fee	ARCH
102.21	09/29/2020	4	A	2		0.80	0.00 Telephone call and correspondence with necessary information/documents to CPT Group re: initiating Belaire Notice process. Multiple correspondence.	ARCH
102.21	10/01/2020	4	A	4		0.40	0.00 Review CPT's Belaire Notice & Metered Postcard.	ARCH
102.21	10/01/2020	4	A	4		0.30	0.00 Review correspondence between Defense counsel and Belaire administrator and prepare correspondence re: same.	ARCH
102.21	10/02/2020	4	A	4		0.40	0.00 Review credentials of Judge case reassigned to.	ARCH
102.21	10/05/2020	1	A	218			14.15 Attorney service	ARCH
102.21	10/06/2020	1	A	218			65.00 Attorney service	ARCH
102.21	10/07/2020	1	A	218			158.40 Attorney service	ARCH
102.21	10/12/2020	4	A	4		0.70	0.00 Review correspondence from client and documents re: additional employee who was not timely paid after resignation. Correspond with client re: same.	ARCH
102.21	10/13/2020	4	A	4		0.40	0.00 Review proposed Belaire West Mailing and confirm approval.	ARCH
102.21	10/14/2020	4	A	4		0.90	0.00 Review file a prepare CMC statement.	ARCH
102.21	10/14/2020	4	A	3		0.60	0.00 Prepare Notice of Reassignment.	ARCH
102.21	10/14/2020	1	A	218			14.15 Attorney service	ARCH
102.21	10/15/2020	1	A	218			14.15 Attorney service	ARCH
102.21	10/22/2020	4	A	4		0.80	0.00 Review file and telephone call with Defense counsel re: discovery meet and confer.	ARCH
102.21	10/23/2020	4	A	4		0.40	0.00 Review Plaintiff's Answer to Answer to FAC.	ARCH

Client	Trans Date	Atty	H P	Tcode/ Task Code	Stmt # Rate	Hours to Bill	Amount		Ref #
Client ID 102.21 WRLG									
102.21	11/02/2020	4	A	4		1.10	0.00	Review notice re: CMC and review proposes stipulation re: protective order.	ARCH
102.21	11/04/2020	4	A	4		0.40	0.00	Review correspondence from Plaintiff's attorney re: response to document request.	ARCH
102.21	11/06/2020	4	A	4		1.10	0.00	Review file and correspond with Defense counsel re: pre mediation discovery and review court order.	ARCH
102.21	11/10/2020	6	A	6		0.70	0.00	Research Defendant's corporate status.	ARCH
102.21	11/12/2020	4	A	2		0.90	0.00	Telephone call with Defense counsel re: meet and confer re: discovery responses, discuss mediation and discuss dismissal of other named Defendants. Review documents received from Defense counsel re: other named defendants.	ARCH
102.21	11/19/2020	4	A	3		0.30	0.00	Prepare correspondence to Defendant's counsel re: informal discovery exchange and proposed mediators.	ARCH
102.21	11/30/2020	4	A	4		0.20	0.00	Review correspondence to Plaintiff's attorney re: mediation.	ARCH
102.21	12/01/2020	4	A	4		2.60	0.00	Review RSI employee records received from Defendant's attorney prior to mediation.	ARCH
102.21	12/03/2020	4	A	3		0.30	0.00	Prepare correspondence with Defense attorney re: aggrieved employees' dates of employment.	ARCH
102.21	12/07/2020	4	A	4		6.50	0.00	Review employment documents - personnel documents, employee handbook, payroll and punch detail.	ARCH
102.21	12/08/2020	4	A	4		6.60	0.00	Review (further) Plaintiff's sample punch detail re: mediation.	ARCH
102.21	12/09/2020	4	A	3		0.30	0.00	Prepare correspondence with RSI attorney re: C7 logs and proposed mediators.	ARCH
102.21	12/11/2020	4	A	3		0.60	0.00	Prepare correspondence to Defense counsel re: rest breaks and mediation.	ARCH
102.21	12/14/2020	4	A	2		0.40	0.00	Telephone call with RSI attorney re: mediators and ADR related document disclosure.	ARCH
102.21	12/14/2020	4	A	4		0.50	0.00	Review Court's website re: notice of ruling and review same.	ARCH
102.21	12/18/2020	4	A	2		0.40	0.00	Telephone call and correspondence with RSI attorney re: mediators and proposed dates.	ARCH
102.21	12/28/2020	4	A	3		0.20	0.00	Prepare correspondence to RSI attorney re: status of requested info for ADR and schedule time to talk on phone.	ARCH
102.21	12/29/2020	4	A	2		0.40	0.00	Telephone call with RSI attorney re: mediators and mediation documents.	ARCH
102.21	01/11/2021	4	A	4		0.20	0.00	Review with client.	ARCH
102.21	01/11/2021	4	A	4		0.30	0.00	Review file and correspond with defense counsel re:employee records and mediation.	ARCH
102.21	01/12/2021	4	A	4		0.20	0.00	Review and respond to defense counsel's attorney.	ARCH
102.21	01/14/2021	4	A	4		0.40	0.00	Review mediation initiation documents and correspond with client re: same.	ARCH
102.21	01/14/2021	1	A	225			8,450.00	Mediation Fee	ARCH
102.21	01/15/2021	1	A	223			389.32	Class action administrators (Belaire mailing)	ARCH
102.21	01/29/2021	4	A	4		2.80	0.00	Review mediation documents received from Defendant, additional employee sample records. Re: mediation prep.	ARCH
102.21	02/02/2021	4	A	4		0.40	0.00	Review Court Order and prepare of Request for Dismissal re: Medic 1 and RSI/Medic 1.	ARCH
102.21	02/02/2021	1	A	218			16.20	Attorney service	ARCH
102.21	02/17/2021	4	A	4		1.20	0.00	Review information received from Defendant RSI re: mediation.	ARCH
102.21	02/18/2021	4	A	5		1.60	0.00	Attend Case Management Conference, calendar Trial and Trial related dates. Correspond with client re: trial.	ARCH
102.21	02/18/2021	1	A	218			171.15	Attorney service	ARCH
102.21	02/23/2021	1	A	200			23.00	Court fee	ARCH
102.21	03/01/2021	4	A	4		4.10	0.00	Review file and prepare statement re: OSC re: Default for filing.	ARCH
102.21	03/02/2021	4	A	4		7.60	0.00	Review aggrieved employee records re: mediation/mediation brief.	ARCH
102.21	03/03/2021	4	A	4		9.10	0.00	Review (further) aggrieved employee records re: mediation brief/mediation. Damage calculation.	ARCH
102.21	03/04/2021	4	A	4		6.50	0.00	Review further) aggrieved employee records re: mediation brief/mediation. Damage calculation. Telephone call with client re: same.	ARCH
102.21	03/05/2021	4	A	4		8.80	0.00	Review further) aggrieved employee records re: mediation brief/mediation. Damage calculation.	ARCH
102.21	03/08/2021	4	A	4		4.20	0.00	Review (further) aggrieved employee records re: mediation brief/mediation. Damage calculation.	ARCH
102.21	03/09/2021	4	A	4		6.60	0.00	Review(further) aggrieved employee records re: mediation brief/mediation. Damage calculation.	ARCH
102.21	03/12/2021	4	A	3		6.10	0.00	Prepare mediation brief.	ARCH
102.21	03/15/2021	4	A	3		4.20	0.00	Prepare (further) mediation brief.	ARCH
102.21	03/16/2021	4	A	3		4.90	0.00	Prepare (further) mediation brief.	ARCH
102.21	03/17/2021	4	A	3		9.10	0.00	Prepare (further) mediation brief.	ARCH
102.21	03/18/2021	4	A	3		4.10	0.00	Prepare (finalize) mediation brief.	ARCH

Detail Transaction File List
Wolfflick Simpson Khachaturian & Bouayad, APC

Client	Trans Date	Atty	H P	Tcode/ Task Code	Stmt # Rate	Hours to Bill	Amount	Ref #
Client ID 102.21 WRLG								
102.21	03/25/2021	4	A	5		6.30	0.00	Attend mediation.
102.21	03/30/2021	4	A	3		1.80	0.00	Prepare MOU re: settlement.
102.21	04/06/2021	4	A	3		2.10	0.00	Prepare (further) settlement agreement.
102.21	04/12/2021	6	A	7		0.70	0.00	Analyze settlement agreement.
102.21	04/12/2021	4	A	4		0.30	0.00	Review Defendant's proposed changes to settlement agreement and finalize for signature.
102.21	04/22/2021	4	A	3		1.60	0.00	Prepare Notice of Settlement and Proposed Order and forward same to Defendant's attorney for review.
102.21	04/28/2021	4	A	3		0.20	0.00	Prepare correspondence to Defense counsel to file up on proposed notice of settlement and order.
102.21	04/29/2021	4	A	4		0.40	0.00	Review Defense counsel's edits to proposed notice of settlement and order. Correspond re: same.
102.21	05/28/2021	4	A	3		0.60	0.00	Prepare Motion for Approval of PAGA settlement.
Total for Client ID 102.21					Billable	255.90	12,473.74	WRLG Jonathan Martis
GRAND TOTALS								
					Billable	255.90	12,473.74	

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action; my business address is 130 North Brand Boulevard, Suite
5 410, Glendale, California 91203.

6 On **June 17, 2021**, I served the foregoing document described as:

7 **DECLARATION OF ADAM N. BOUAYAD IN SUPPORT OF PLAINTIFF'S MOTION**
8 **FOR APPROVAL OF SETTLEMENT OF PRIVATE ATTORNEY GENERAL ACT**
9 **CLAIMS**

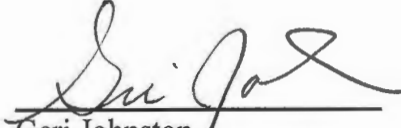
10 on the interested parties set out as follows, by the method indicated below:

11 Law Offices of Charley M. Stoll, a PC 12 340 Rosewood Ave., Suite K 13 Camarillo, CA 93010 14 Email: stoll@cmsapc.com; dlavenant@cmsapc.com 15 Tel: 805-389-5296 <i>Attorneys for Rescue International Services, Ltd.</i>	
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16 **XXX** **(BY EMAIL)** Pursuant to Emergency Rules Related to COVID-19, Emergency Rule 12.
17 Electronic service.

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

20 Executed on June 17, 2021, at Glendale, California.

21 
22 Geri Johnston
23
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