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Attorneys for Plaintiffs JOEY STEPHENS, MANUEL
MARTÍNEZ, ERIC MCINTYRE, JEREMY CAPPS, and
TYLER IRISH, on behalf of themselves and all others
similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

JOEY STEPHENS, MANUEL MARTINEZ,
ERIC MCINTYRE, JEREMY CAPPS, AND
TYLER IRISH, on behalf of themselves and
others similarly situated,

PLAINTIFFS,

v.

HALL AMBULANCE SERVICE, INC.; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. BCV-20-101643

[Case Assigned for All Purposes to Hon.
Thomas S. Clark in Dept. 17]

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

Date: September 12, 2023

Time: 8:30 A.M.

Dept.: 17

Complaint Filed: July 16, 2020

FAC Filed: August 7, 2020

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

2 The above captioned Class Action is a class action lawsuit brought by Plaintiffs JOEY
3 STEPHENS, MANUEL MARTINEZ, ERIC MCINTYRE, JEREMY CAPPS, AND TYLER
4 IRISH (“Class Representatives” or “Plaintiffs”) against Defendant HALL AMBULANCE
5 SERVICE, INC. (“Defendant”). The Motion for Final Approval of Class Action Settlement came
6 before this Court, on September 12, 2023.

7 **WHEREAS**, the Court granted preliminary approval of the Joint Stipulation of Class
8 Action Settlement and Release of Claims (“Settlement Agreement” or “Settlement”), attached to
9 the concurrently-filed Declaration of Kelsey M. Szamet as Exhibit “1”, on March 17, 2023.

10 **WHEREAS**, Plaintiffs have applied to the Court for an order granting final approval of
11 the Settlement Agreement.

12 **WHEREAS**, the Settlement Agreement sets forth the terms and conditions for the
13 proposed Settlement Agreement and for entry of an Order of Final Approval and entry of final
14 judgment thereon. The Court having read and considered Plaintiffs’ Motion for Final Approval of
15 Class Action Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of
16 Kelsey M. Szamet Joey Stephens, Manuel Martinez, Eric McIntyre, Jeremy Capps, And Tyler
17 Irish; Aaron Kauffman and Makenna Snow of ILYM; and the supporting documents annexed
18 thereto, now finds:

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

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

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

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

1 4. The Settlement Agreement is binding on Plaintiffs and all other Settlement Class
2 Members, except those who timely and properly filed Request for Exclusion, as well as their heirs,
3 executors and administrators, successors and assigns.

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

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

21 7. There are ten (10) valid requests for exclusion.

22 8. There are no objectors to the Settlement Agreement.

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

24 "all non-exempt field employees (including Emergency Medical
25 Technicians, Paramedics, and Dispatchers) who are employed or
26 have been employed by HALL AMBULANCE SERVICE, INC.,
27 and its subsidiary entities Hall Air Ambulance Service, Inc., Hall
28 Critical Care Transport Service, Inc., Delano Ambulance Service,
Inc., in the State of California during the Class Period." (the
"Class", "Class Members", and "Settlement Class Members").

10. The “Class Period” is August 21, 2015 through July 31, 2022.

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

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

(i) All causes of action and claims that were alleged in the Class Action or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint, including, but not limited to, all of the following claims for relief: Failure to Pay Wages and/or Overtime (Labor Code §§ 510, 1194, 1199), Failure to Provide Meal Periods (Labor Code §§ 226.7, 512), Failure to Authorize and Permit Rest Periods (IWC Wage Order No. 9, § 12, Labor Code § 226.7), Failure to Pay Minimum Wage (Labor Code §§ 1194, 1194.2, 1197, IWC Wage Order No. 9, § 4), Waiting Time Penalties (Labor Code § 203), Violations of Business & Professions Code § 17200, Penalties Pursuant to Labor Code § 2699 et seq., claims for restitution and other equitable relief, liquidated damages, civil penalties, statutory penalties, punitive damages, waiting time penalties, interest, as well as all similar provisions under the Federal Fair Labor Standards Act, including 29 U.S.C. sections 206, 207, and 216, and the National Labor Relations Act.

(ii) Participating Class Members who are employed by Defendant and who participate in the Settlement and receive a payment thereunder shall, by virtue of the same, release any Labor Code section 203 claims for failure to pay wages due and owing at the end of employment based upon the claims set forth above in Paragraph 72(i).

13. Plaintiffs and all Settlement Class Members who have not been timely and properly excluded from the Class, and any person acting on their behalf, are permanently barred and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any

1 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any
2 jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Settlement Class
3 Members into a separate class for purposes of pursuing as a purported class action (including by
4 seeking to amend a pending complaint to include class allegations, or by seeking class certification
5 in a pending action) any lawsuit based on or relating to the Released Claims;

6 14. The Settlement Agreement provides that the Maximum Settlement Amount is one
7 million nine hundred thousand dollars and zero cents (\$1,900,000.00). The Net Settlement
8 Amount shall be determined according to the terms of the Settlement Agreement.

9 15. The Court orders the calculations and the payments to be made and administered in
10 accordance with the terms of the Settlement Agreement.

11 16. The Court hereby finds that Plaintiffs and Class Counsel adequately represented the
12 Class for purposes of entering into and implementing the settlement. The Court hereby confirms
13 Kingsley & Kingsley, APC and Leonard Carder, LLP as Class Counsel in the Class Action.

14 17. The Court hereby finds the unopposed application of Class Counsel for a costs and
15 attorneys' fees award provided for under the proposed Settlement Agreement to be fair and
16 reasonable in light of all the circumstances and is hereby granted. Of the Maximum Settlement
17 Amount, \$633,333.33 shall be paid for attorney fees and \$21,809.85 shall be paid for litigation
18 costs.

19 18. The unopposed application of Class Counsel for a total enhancement payment to
20 Plaintiffs is hereby granted. Of the Maximum Settlement Amount, \$50,000.00 (\$10,000 to each
21 Plaintiff) shall be allocated to Class Representatives JOEY STEPHENS, MANUEL MARTINEZ,
22 ERIC MCINTYRE, JEREMY CAPPS, AND TYLER IRISH as a Service Payment.

23 19. The unopposed application of Class Counsel for claims administration fees to
24 ILYM is hereby granted. Of the Maximum Settlement Amount, \$17,132.80 shall be paid for
25 settlement administration fees.

26 20. The Court approves the PAGA penalties in the amount of \$50,000.00. The Court
27 approves 75% of the PAGA penalties being allocated to the Labor and Workforce Development
28 Agency ("LWDA") in the amount of \$37,500.00. The Court further directs that the remaining

25% of the PAGA penalties, in the amount of \$12,500.00 shall be allocated to the Net Settlement Amount for distribution to the Settlement Class Members.

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

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

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

24. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court shall retain jurisdiction over the Class Action, the Parties, and the Class, as well as the administration and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over the Action, the Parties, and the Class, as well as the administration and enforcement of the Settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or implementation of the Settlement shall be presented by motion to the Court.

25. This Final Order shall constitute a final judgment.

DATED: _____

JUDGE OF THE SUPERIOR COURT

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

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

On September 5, 2023, I served all interested parties in this action the following documents described as: **[PROPOSED] AMENDED ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

JEFFER MANGELS BUTLER & MITCHELL LLP R. SCOTT BRINK rsb@jmbm.com PATRICIA DESANTIS BELTON pbelton@jmbm.com 1900 Avenue of the Stars, 7th Floor Los Angeles, California 90067-4308	LEONARD CARDER, LLP AARON KAUFMANN akaufmann@leonardcarder.com DAVID POGREL dpogrel@leonardcarder.com 1999 Harrison Street, Suite 2700 Oakland, CA 94612
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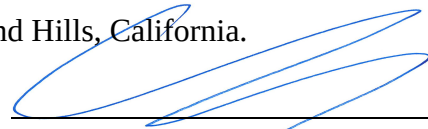
☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

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

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

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

Executed on September 5, 2023, at Woodland Hills, California.



Michelle Tanzer