

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleykingsley.com
KELSEY M. SZAMET, Esq. (SBN 260264)
kelsey@kingsleykingsley.com
JESSICA ADLOUNI, Esq. (SBN 328571)
jessica@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

Attorneys for Plaintiffs JOEY STEPHENS, MANUEL
MARTINEZ, 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
all 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] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: January 26, 2023

Time: 8:30a.m.

Dept.: 17

Complaint Filed: July 16, 2020

FAC Filed: August 7, 2020

Trial Date: October 29, 2020

1 The Motion for Preliminary Approval of the Class Settlement came before this Court on
2 January 26, 2023, the Honorable Thomas S. Clark, presiding. The Court, having considered the
3 papers submitted in support of the motion of the parties, **HEREBY ORDERS THE**
4 **FOLLOWING:**

5 1. The Court grants preliminary approval of the proposed settlement based upon the
6 terms set forth in the Joint Stipulation of Class Action Settlement and Release of Claims
7 (“Settlement Agreement” or “Settlement”) filed herewith.

8 2. The Settlement Agreement appears to be fair, adequate, and reasonable to the Class.
9 The Court finds that: (a) the Settlement Agreement resulted from extensive arm’s length
10 negotiations; and (b) the Settlement Agreement is sufficient to warrant notice of the Settlement
11 Agreement to persons in the Class and a full hearing regarding final approval of the Settlement
12 Agreement.

13 3. It is ordered that the Settlement Class is preliminarily certified for settlement
14 purposes only.

15 4. The proposed Settlement Class is defined as follows:

16 “all non-exempt field employees (including Emergency Medical
17 Technicians, Paramedics, and Dispatchers) who are employed or
18 have been employed by HALL AMBULANCE SERVICE, INC.,
19 and any of its subsidiary entities, including without limitation, Hall
20 Air Ambulance Service, Inc., Hall Critical Care Transport Service,
21 Inc., Delano Ambulance Service, Inc., in the State of California
22 during the Class Period. (“Settlement Class Members” “Class
23 Members” or “Class”)

24 5. The Class Period is August 21, 2015 through July 31 2022.

25 6. The Settlement Agreement falls within the range of reasonableness and appears to
26 be presumptively valid, subject only to any objections that may be raised at the final fairness
27 hearing and final approval by this Court.

28 7. The Court makes the following preliminary findings for settlement purposes only:

A. The Class, which consists of approximately 1,203 persons, is so numerous
that joinder of all members is impracticable;

B. There appear to be questions of law or fact common to the Class for purposes

of determining whether this Settlement should be approved;

C. Plaintiffs' claims appear to be typical of the claims being resolved through the proposed Settlement;

D. Plaintiffs appear to be capable of fairly and adequately protecting the interests of the Class Members in connection with the proposed Settlement;

E. Common questions of law and fact appear to predominate over questions affecting only individual persons in the Settlement Class. Accordingly, the Settlement Class appears to be sufficiently cohesive to warrant settlement by representation; and

F. Certification of the Class appears to be superior to other available methods for the fair and efficient resolution of the claims of the Class.

8. The Court approves, as to form and content, the Notice of Class Action Settlement to Class Members in substantially the form attached to the Settlement Agreement as Exhibit "A".

9. The Court approves the procedure for Settlement Class Members to opt out to the Settlement Agreement as set forth in the Settlement Agreement and the Notice of Class Action Settlement.

10. The Court approves the procedure for Settlement Class Members to object to the Settlement Agreement as set forth in the Settlement Agreement and the Notice of Class Action Settlement.

11. The Court directs the mailing of the Notice of Class Action Settlement and related documents to members of the Class by first class mail in accordance with the Settlement Agreement and the implementation schedule set forth below. The Court finds that the dates selected for the mailing and distribution of the notice, as set forth in the following implementation schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

12. The Court confirms Eric B. Kingsley and Kelsey M. Szamet of Kingsley & Kingsley, APC and Aaron Kaufmann and David Pogrel of Leonard Carder, LLP as Class Counsel.

13. The Court confirms JOEY STEPHENS, MANUEL MARTINEZ, ERIC MCINTYRE, JEREMY CAPPS, and TYLER IRISH, as Class Representatives.

14. The Court approves ILYM as the Settlement Administrator.

1 15. The Court orders that pursuant to the California Private Attorneys General Act,
2 Labor Code §§ 2698, et seq. (“PAGA”), statutory notice of this Settlement Agreement has been
3 and will continue to be given to the Labor & Workforce Development Agency.

4 16. A final fairness hearing on the question of whether the proposed Settlement
5 Agreement, attorneys’ fees and costs to Class Counsel, the PAGA payment, and the claims
6 administration costs should be finally approved as fair, adequate, and reasonable as to the members
7 of the Class is scheduled for _____ at _____ (Pacific Time), in
8 Department .

9 17. The Court orders the following Implementation Schedule for further proceedings:

11	a.	Preliminary Approval Granted	_____
12	b.	Deadline for Defendant to Provide Class Members’ Information to Settlement Administrator	15 calendar days from Entry of Preliminary Approval
14	c.	Settlement Administrator Shall Mail Notice to Class Members	10 calendar days from receipt of the Class List from Defendant
16	d.	Deadline for Postmark of Any Request for Exclusion	45 Days from Mailing of Notices
18	e.	Deadline for Postmark of Any Objection	45 Days from Mailing of Notices
19	f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	To be determined by the Court _____
21	g.	Deadline for Class Counsel to file Motion for Attorneys’ Fees	To be determined by the Court _____
23	h.	Final Approval Hearing	_____

26 18. IT IS FURTHER ORDERED that if the Court does not execute and file an Order
27 of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the
28 “Settlement Agreement, does not occur for any reason, the Settlement Agreement and the proposed

1 Settlement that is the subject of this Order shall become null, void, unenforceable and inadmissible
2 in any judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders
3 and proceedings had in connection therewith, shall be without prejudice to the status quo ante
4 rights of the Parties to the litigation, as more specifically set forth in the ("Settlement Agreement.

5 19. IT IS FURTHER ORDERED that, pending further Order of this Court, all
6 proceedings in this matter except those contemplated herein and in the Settlement Agreement are
7 hereby stayed.

8 20. The Court expressly reserves the right to adjourn or continue the Final Fairness
9 Hearing from time to time without further notice to members of the Class.

10
11 **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 January 3, 2023, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

R. Scott Brink Patricia DeSantis Belton RSB@jmbm.com PBelton@jmbm.com Jeffer Mangels Butler & Mitchell LLP JMBM 1900 Avenue of the Stars, 7th Floor Los Angeles, California 90067 <i>Attorneys for Defendant</i>	Aaron Kaufmann David Pogrel akaufmann@leonardcarder.com dpogrel@leonardcarder.com Leonard Carder, LLP 1999 Harrison Street, Suite 2700 Oakland, CA 94612 <i>Attorneys for Plaintiffs</i>
--	---

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

[XX] (BY ELECTRONIC 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).

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

Executed on January 3, 2023, at Sherman Oaks, California.



Leslie Sanchez