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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, an individual, on behalf of
themselves and others similarly situated,

PLAINTIFFS,

v.

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

DEFENDANTS.

CASE NO. BCV-20-10163

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

**SUPPLEMENTAL DECLARATION OF
KELSEY M. SZAMET IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT
AND MOTION FOR APPROVAL OF
ATTORNEYS' FEES AND COSTS**

Date: September 12, 2023
Time: 8:30 A.M.
Dept.: 17

Complaint Filed: July 16, 2020
FAC Filed: August 7, 2020

1 **SUPPLEMENTAL DECLARATION OF KELSEY M. SZAMET**

2 I, Kelsey M. Szamet, declare as follows:

3 1. I am an attorney licensed to practice before all of the courts of the State of
4 California. I am partner in the law firm of Kingsley & Kingsley, APC and one of the attorneys of
5 record for Plaintiffs in the above-entitled action. I have personal knowledge of the facts set forth
6 herein, and if called upon as a witness, I could and would testify competently thereto.

7 2. I graduated cum laude from the University of California, San Diego in 2004 with a
8 degree in Human Development. I graduated from the University of California, Los Angeles School
9 of Law in 2008. I am admitted to practice before the following Courts: United States Supreme
10 Court; United States District Court, Northern, Eastern, Southern and Central of California; all
11 California State Courts.

12 3. I make this supplemental declaration in response to the Court's August 8, 2023
13 Minute Order ("Order") and in support of Plaintiffs' Motions for Final Approval of Class Action
14 Settlement and Plaintiffs' Motion for Approval Attorneys' Fees and Costs in the above-captioned
15 case.

16 **PLAINTIFFS' EMPLOYMENT WITH DEFENDANT**

17 4. In its Order, the Court expressed concerns about whether or not Plaintiffs are Class
18 Members. Plaintiffs' concurrently filed supplemental declarations confirm their employment dates
19 with Defendant and that they are in fact members of the Class.

20 **CLASS NOTICE**

21 5. At the time of Plaintiffs' motion for final approval filing, the response deadline to
22 the Class Notice had not yet expired. The deadline to request exclusion from the Settlement and
23 object to the Settlement was July 14, 2023. The concurrently filed Supplemental Declaration of
24 Makenna Snow of ILYM Group, Inc. Regarding Notice and Settlement Administration details the
25 Settlement Class Members' response to the Class Notice and administration of settlement to date.

26 **AMENDED ORDER**

27 6. In its Order, the Court raises several issues pertaining to the proposed final approval
28 order. A Proposed Amended Order Granting Final Approval of Class Action Settlement and

1 Entering Judgment (“Amended Order”), addressing the Court’s concerns, is attached hereto as
2 Exhibit “1”. A true and correct redlined copy of the Amended Order is also attached hereto as
3 Exhibit “2” for the Court’s ease of reference.

4 **ATTORNEY FEE SPLITTING AGREEMENT REGARDING ATTORNEYS’ FEES**

5 7. In accordance with Rule 3.769(b) and *Mark v. Spencer* (2008) 166 Cal.App.4th
6 219, a true and correct copy of the fully-executed fee-splitting agreement between Kingsley &
7 Kingsley, APC and Leonard Carder, LLP is attached hereto as Exhibit “3”.

8 **PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT**

9 **AGENCY**

10 8. As indicated on the Proof of Service, this Supplemental Declaration, and all
11 supporting documents, will be concurrently uploaded to the Labor and Workforce Development
12 Agency’s (“LWDA”) website on the date this supplemental filing is filed as required by statute.
13 Proof of submission of this supplemental declaration, all related documents, and copy of the email
14 from the LWDA confirming receipt is attached to the Declaration of Kelsey M. Szamet as Exhibit
15 “4”.

16 **EXHIBITS**

17 9. Attached hereto as Exhibit “1” is a true and correct clean copy of Plaintiff’s
18 Proposed Amended Order Granting Final Approval of Class Action Settlement and Entering
19 Judgment.

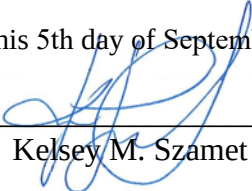
20 10. Attached hereto as Exhibit “2” is a true and correct redlined copy of Plaintiff’s
21 Proposed Amended Order Granting Final Approval of Class Action Settlement and Entering
22 Judgment.

23 11. Attached hereto as Exhibit “3” is a true and correct copy of the fully-executed fee-
24 splitting agreement between Kingsley & Kingsley, APC and Leonard Carder, LLP.

25 12. Attached hereto as Exhibit “4” is a true and correct copy of the proof of submission
26 to the LWDA as referenced above.

27 I declare under penalty of perjury under the laws of the state of California that foregoing
28 is true and correct.

1 This declaration was executed this 5th day of September, 2023, in Altadena, California.

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Kelsey M. Szamet

EXHIBIT "1"

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Attorneys for Plaintiffs JOEY STEPHENS, MANUEL
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TYLER IRISH, on behalf of themselves and all others
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**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”).

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

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

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

11 (i) All causes of action and claims that were alleged in the Class
12 Action or reasonably could have been alleged based on the
13 facts and legal theories contained in the operative complaint,
14 including, but not limited to, all of the following claims for
15 relief: Failure to Pay Wages and/or Overtime (Labor Code
16 §§ 510, 1194, 1199), Failure to Provide Meal Periods (Labor
17 Code §§ 226.7, 512), Failure to Authorize and Permit Rest
18 Periods (IWC Wage Order No. 9, § 12, Labor Code § 226.7),
19 Failure to Pay Minimum Wage (Labor Code §§ 1194,
20 1194.2, 1197, IWC Wage Order No. 9, § 4), Waiting Time
21 Penalties (Labor Code § 203), Violations of Business &
22 Professions Code § 17200, Penalties Pursuant to Labor Code
23 § 2699 et seq., claims for restitution and other equitable
24 relief, liquidated damages, civil penalties, statutory
25 penalties, punitive damages, waiting time penalties, interest,
26 as well as all similar provisions under the Federal Fair Labor
27 Standards Act, including 29 U.S.C. sections 206, 207, and
28 216, 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

EXHIBIT "2"

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

JOEY STEPHENS, MANUEL MARTINEZ,
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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: ~~August 1~~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 ~~August 1~~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 ~~August 1~~March 17,
10 2023.

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

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

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

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

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

28 3. The Parties are hereby directed to perform the terms of the Settlement as described

1 in the Settlement Agreement according to its terms and provisions.

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

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

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

22 7. There are ~~six-ten~~ (610) valid requests for exclusion.

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

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

25 "all non-exempt field employees (including Emergency Medical
26 Technicians, Paramedics, and Dispatchers) who are employed or
27 have been employed by HALL AMBULANCE SERVICE, INC.,
28 and its subsidiary entities Hall Air Ambulance Service, Inc., Hall
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, Plaintiff^s 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. Plaintiff^s 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 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Settlement Class Members into a separate class for purposes of pursuing as a purported class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action) any lawsuit based on or relating to the Released Claims;

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

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

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

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

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

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

~~20.19. 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~~

1 ~~Agreement.~~

2 21-20. The Court approves the PAGA penalties in the amount of \$50,000.00. The Court
3 approves 75% of the PAGA penalties being allocated to the Labor and Workforce Development
4 Agency (“LWDA”) in the amount of \$37,500.00. The Court further directs that the remaining
5 25% of the PAGA penalties, in the amount of \$12,500.00 shall be allocated to the Net Settlement
6 Amount for distribution to the Settlement Class Members.

7 22-21. If a Settlement Class Member does not cash his or her settlement check within 180
8 days, the uncashed funds shall be transmitted by the Settlement Administrator to the State of
9 California Office of the Controller in the name of the class member who did not cash his or her
10 Service Payment check.

11 23-22. Defendant shall have no further liability for costs, expenses, interest, attorneys’
12 fees, or for any other charge, expense, or liability, except as provided for in the Settlement
13 Agreement.

14 24-23. The Court hereby grants and authorizes the Parties, without further approval from
15 the Court, to agree to and to adopt such amendments, modifications and expansions of this
16 ~~Stipulation Settlement~~ and all exhibits attached hereto as (i) are consistent with the Final Judgment;
17 and (ii) do not limit the rights of Settlement Class Members under the ~~Stipulation Settlement~~.

18 25-24. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
19 shall retain jurisdiction over the Class Action, the Parties, and the Class, as well as the
20 administration and enforcement of the terms of the Settlement of this action to enforce the terms
21 of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain
22 continuing jurisdiction over the Action, the Parties, and the Class, as well as the administration
23 and enforcement of the Settlement. Any disputes or controversies arising with respect to the
24 interpretation, consummation, enforcement, or implementation of the Settlement shall be
25 presented by motion to the Court; ~~provided however, that nothing in this Part shall restrict the~~
26 ~~ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms of~~
27 ~~the Settlement Agreement.~~

28 26.—This Final Order shall constitute a final judgment.

1 ~~27.25. The Court hereby dismisses the action (including all individual claims and Released~~
2 ~~Claims presented thereby) with prejudice, without fees or costs to any party except as provided in~~
3 ~~the Settlement Agreement.~~

4
5 **DATED:** _____

_____ **JUDGE OF THE SUPERIOR COURT**

EXHIBIT "3"

CO-COUNSEL AGREEMENT FOR HALL AMBULANCE WAGE & HOUR LITIGATION

Kingsley & Kingsley, APC (“Kingsley Firm”) and Leonard Carder LLP (the “Leonard Carder Firm”) (collectively the “Co-Counsel” or the “Firms”) have agreed to represent several current and former individuals (“clients”) who work or worked for Hall Ambulance Services, Inc. in wage and hour litigation against Hall Ambulance Services, Inc. and any related business entities and individuals (collectively “Hall”). The litigation will include (i) class action claims brought by clients on behalf of other current and former Hall employees and (ii) representative and proxy claims brought on behalf of the State of California for civil penalties under the California Labor Code Private Attorney General Act, California Labor Code section 2699 (the “Class/PAGA Action”). Should class certification be denied and/or individual clients are compelled to arbitration, the parties shall negotiate a new Co-Counsel Agreement with regards to any individual actions or arbitrations Co-Counsel and the clients elect to pursue. This Agreement sets forth the terms with regard to the division of work in the Class/PAGA Action and the attorney fees and costs derived from the Class/PAGA Action.

1. Division of work.

- a. The Firms involved in the Class/PAGA Action will attempt to share the work more or less equally.
- b. The Firms will participate equally in overall case litigation, strategy and prosecution. The Firms are jointly responsible for (a) participating in the initial drafts of pleadings and memoranda to be filed in the action and preparing the final version of all pleadings and memoranda to be filed in the Class/PAGA Action; and (b) overseeing filing of any motion for attorneys’ fees and costs which may be appropriate.
- c. Decisions regarding substance and strategy shall be done in a consensus manner among the parties. The parties agree that, absent compelling circumstances, no pleading should be filed without the consensus of the parties as to the substance and timing of the filing of the pleading.
- d. The above responsibility and tasks descriptions are merely illustrative. The intent of all counsel is that work on this project be distributed according to the talents and experience of each of the respective counsel.

- 2. Relationship of Co-Counsel.** Co-Counsel agree that decisions about the conduct of the Class/PAGA Action will, whenever possible, be made by consensus. All Co-Counsel shall confer regarding the course and conduct of the Class/PAGA Action and ensure that

it is prosecuted in a timely and professional manner. They will seek to reach consensus to determine the assignment of specific task and responsibility to all attorneys participating in the Class/PAGA Action. Co-Counsel agree to work cooperatively and to keep each other apprised of all developments in the case, including communications with the client, arbitrator and/or courts and opposing counsel.

3. **Appearance on pleadings.** Each of the Firms shall appear on pleadings as co-counsel.
4. **Additional resources.** Any decision to hire other persons or entities to perform necessary services in the Class/PAGA Action, or to associate with other counsel, will be made by consensus.
5. **Time records and rates.** The Firms shall keep contemporaneous time records for the purpose of any fee petition that may be filed in the Class/PAGA Action. For the purpose of calculating hours worked on the Class/PAGA Action, each Firm's billing professionals should record their travel time.
6. **Litigation Expenses and Costs.** Ordinary case costs, such as charges for mail, legal research, telephone services, faxes, and copying, shall be borne by each Firm who incurs those costs. For purposes of this Agreement, litigation expenses shall include filing fees, other court fees, certified reporters' fees, other fees in connection with depositions, fees for service of process, photocopying costs, mailing/shipping costs, consultant fees, witness fees, payments to expert witnesses, necessary travel costs, and any other fees or expenses arising from this litigation. Litigation expenses do not include overhead costs such as rent, local telephone calls, secretarial time or payment of salaries for attorneys or paralegals working on the Class/PAGA Action. In the event of substantial expenses (*i.e.*, expert witness fees, notice processing fees, etc.), any Firm may request an advance contribution from the other Firms prior to making payment or reimbursement after payment is made.
7. **Fee Agreements.** The Firms are representing the clients in the Class/PAGA Action on a contingent fee basis, as set forth in the written retainer agreement entered into by the clients and the Firms. This Agreement shall not alter or amend the substantive terms of those agreements, including any fee arrangements made between the Firms and other lawyers who may have referred clients to the Firms.
8. **Attorney fees and costs division.** Attorney fees and costs recovered through the Class/PAGA Action (the "Fee and Costs Recoveries") will be disbursed as follows. Costs and Expenses Funds necessary for the reimbursement of all reasonable and necessary case costs (the "Litigation Expenses") will be deducted from any Fee and Cost Recoveries and paid on a pro-rata basis (in proportion to the costs incurred by each firm) to the firm(s) incurring such Litigation Expenses. The amount of any Fee and Costs Recoveries remaining after payment of the Litigation Expenses will be the "Fee Award,"

which will be distributed evenly between the two Firms. Each Firm will be solely responsible for any portion of its Fee Award due to any referring attorney with whom it has a prior agreement.

- 9. Maintenance and Exchange of Records.** Co-Counsel agree to maintain a complete, detailed and contemporaneous record of time (to the nearest 1/10 of an hour) devoted to the prosecution of the Actions. Upon any reasonable request of any of the Firms, Co-Counsel shall use best efforts to exchange time records, along with records of the Litigation costs and other costs charged to the case. However, failure to keep and exchange records by any firm will not be considered a material breach of this Agreement. If a Firm believes that another Firm's billing statements reflects an excessive amount of time being devoted to particular tasks or otherwise has a problem with the information shown in the billing statement, it shall notify the Firm that provided the statement promptly (and not later than thirty (30) days after receiving the statement) and the Firms shall attempt in good faith to resolve the differences.
- 10. Billing Judgment.** Co-Counsel will each be responsible for exercising reasonable billing judgment over the number of hours per attorney, paralegal, and/or staff submitted in a fee petition or recovered in settlement.
- 11. Liability for Assessment of Fees or Sanctions.** Liability for fees, costs or sanctions assessed directly against attorneys in this case shall be shared equally by co-counsel, unless the assessment resulted from actions taken outside the generally agreed-upon litigation strategy. In that case, the Firm or agency employing the attorney responsible for those actions shall be deemed liable for the assessment. Nothing in this Agreement shall be considered as acceptance of responsibility or liability on behalf of any of the individual attorneys for the fees, costs or sanctions imposed.
- 12. Signature.** By their signatures below, each lawyer accepts this Agreement, and agrees to be bound by it, on his own behalf and on behalf of his law firm. By signing below, each lawyer warrants that he has actual authority to accept this Agreement on behalf of his law firm, co-counsel and client. This Agreement may be executed in counterparts, each of which shall be an original, but all the counterparts shall constitute the same document. A facsimile of a signature will have the same effect as an original.
- 13. Modifications.** This Agreement cannot be changed without the unanimous consent of each of the Firms and evidenced by a writing signed by each of the Firms.

Date: August 6, 2020

Kingsley & Kingsley, APC



Date: 8/10/2020

Leonard Carder LLP

DocuSigned by:

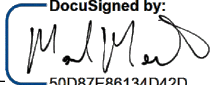
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Co-Counsel Agreement - Page 3 of 4

ACKNOWLEDGMENT OF CLIENT TO CO-COUNSEL AGREEMENT

I, Manuel Martinez, hereby acknowledge this Co-Counsel Agreement and understand that it sets forth the terms by which the Firms representing me will divide up the work and responsibilities in prosecuting the Class/PAGA Action and any fees and/or costs recovered from Defendant.

Date: 8/10/2020

DocuSigned by:

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Manuel Martinez

ACKNOWLEDGMENT OF CLIENT TO CO-COUNSEL AGREEMENT

I, TYLER IRISH, hereby acknowledge this Co-Counsel Agreement and understand that it sets forth the terms by which the Firms representing me will divide up the work and responsibilities in prosecuting the Class/PAGA Action and any fees and/or costs recovered from Defendant.

Date: 8/10/2020

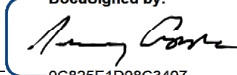
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4E8AEB9285B4406...
Tyler Irish

ACKNOWLEDGMENT OF CLIENT TO CO-COUNSEL AGREEMENT

I, Jeremy Capps, hereby acknowledge this Co-Counsel Agreement and understand that it sets forth the terms by which the Firms representing me will divide up the work and responsibilities in prosecuting the Class/PAGA Action and any fees and/or costs recovered from Defendant.

Date: 8/12/2020

DocuSigned by:

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Jeremy Capps

ACKNOWLEDGMENT OF CLIENT TO CO-COUNSEL AGREEMENT

I, Eric McIntyre, hereby acknowledge this Co-Counsel Agreement and understand that it sets forth the terms by which the Firms representing me will divide up the work and responsibilities in prosecuting the Class/PAGA Action and any fees and/or costs recovered from Defendant.

Date: 8/26/2020

DocuSigned by:

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Eric McIntyre

ACKNOWLEDGMENT OF CLIENT

I, Joey Stephens, hereby acknowledge this Co-Counsel Agreement and understand that it sets forth the terms by which the Firms representing me will divide up the work and responsibilities in prosecuting the Class/PAGA Action and any fees and/or costs recovered from Defendant.

Date: August 6, 2020

DocuSigned by:



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EXHIBIT "4"

(Proof of Submission to the LWDA)

(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: **SUPPLEMENTAL DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT and MOTION FOR APPROVAL OF ATTORNEYS' FEES AND COSTS** 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

[] (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.

[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 September 5, 2023, at Woodland Hills, California.



Michelle Tanzer