

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

ABRAMSON LABOR GROUP
WILLIAM ZEV ABRAMSON, Esq. (SBN 289387)
Wza@abramsonlabor.com
11846 Ventura Blvd., Suite 100
Studio City, CA 91604
Tel: (213) 493-6300, Fax (213) 382-4083

Attorneys for Plaintiffs, the proposed class,
and all aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF HUMBOLDT

GABRIEL GOMEZ, an individual, on behalf
of the State of California, as a private attorney
general; BARON QUIROS, and individual, on
behalf of himself and others similarly situated,

PLAINTIFFS,

v.

WAHID OF PENNSYLVANIA LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. CV2200078

[Case Assigned for All Purposes to Dept. 4]

**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**

*[Filed concurrently with Motion for Final
Approval; Motion for Approval of Attorneys'
Fees and Costs; Declarations of Gabriel
Gomez and Baron Quiros; Proposed Order,
and Judgment]*

Date: October 23, 2023

Time: 10:30 A.M.

Dept.: 4

Complaint Filed: January 14, 2022

Trial Date: None Set

**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**

1 **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 Plaintiff Gabriel Gomez in the above-entitled action. I have personal knowledge of the
6 facts set forth herein, and if called upon as a witness, I could and would testify competently thereto.

7 2. I make this declaration in support of Plaintiff's Motions for Final Approval of Class
8 Action Settlement and Plaintiff's Motion for Approval Attorneys' Fees and Costs in the above-
9 captioned case.

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

15 4. I have been involved in all of the settlement discussions leading to the present
16 settlement as embodied in the Class Action and PAGA Settlement Agreement ("Agreement"). A
17 true and correct copy of the Agreement is attached hereto as Exhibit "1".

18 **LITIGATION BACKGROUND**

19 5. On November 3, 2021, Plaintiff Gabriel Gomez filed a Class and Representative
20 Action Complaint seeking recovery for: (1) failure to pay wages and/or overtime under Labor Code
21 sections 510, 1194, 1194.2, and 1199; (2) failure to provide meal breaks pursuant to Labor Code
22 sections 226.7 and 512; (3) failure to provide rest breaks pursuant to Labor Code section 226.7;
23 (4) failure to provide accurate itemized wage statements pursuant to Labor Code section 226(a);
24 (5) penalties under Labor Code section 203; and (6) violation of Business & Professions Code
25 section 17200.

26 6. Also on November 3, 2021, Plaintiff Gabriel Gomez sent a notice letter, pursuant
27 to Labor PAGA, to the Labor Workforce Development Agency ("LWDA") regarding his intent to

28 ~~seek civil penalties for the same Labor Code violations above, including an additional claim for~~
**DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT AND MOTION FOR APPROVAL OF ATTORNEYS' FEES AND
COSTS**

1 Labor Code section 204(d) and 210.

2 7. Plaintiffs' Counsel later learned that Gabriel Gomez had entered into an individual
3 settlement with Defendant with representation by the Abramson Firm.

4 8. Another potential class representative stepped forward around the same time, so
5 on December 22, 2021, Plaintiff Gomez dismissed his action without prejudice.

6 9. On January 14, 2022, Plaintiffs Gabriel Gomez and Baron Quiros filed a Class and
7 Representative Action Complaint seeking recovery for: (1) failure to pay wages and/or overtime
8 under Labor Code sections 510, 1194, 1194.2, and 1199; (2) failure to provide meal breaks
9 pursuant to Labor Code sections 226.7 and 512; (3) failure to provide rest breaks pursuant to Labor
10 Code section 226.7; (4) failure to provide accurate itemized wage statements pursuant to Labor
11 Code section 226(a); (5) penalties under Labor Code section 203; (6) violation of Business &
12 Professions Code section 17200; and (7) penalties pursuant to Labor Code § 2699, et seq., the
13 Private Attorneys General Act ("PAGA").

14 10. Plaintiff Quiros brings the Class Action on behalf of a proposed class defined as
15 follows:

16 "All non-management employees of Wahid of Pennsylvania LLC, in the
17 State of California who worked one or more pay periods since four (4) years
prior to the filing of this action to the present." (Hereafter, "Class
Members".)

18 11. Plaintiff Gomez brings the Representative Action on behalf of a group of aggrieved
19 employees defined as follows:

20 "All non-management employees of Wahid of Pennsylvania LLC, in the
21 State of California who worked one or more pay periods since one (1) year
prior to the date of Plaintiff Gomez's PAGA notice letter and continuing to
the present." (Hereafter, "Aggrieved Employees".)

22 **THE DISCOVERY PROCESS**

23 12. Although the Court stayed formal discovery and the Parties continued the
24 discovery stay pending mediation, the Parties engaged in informal discovery to assess potential
25 liability, risks, and to arrive at the Settlement now presented to the Court for preliminary approval.

26 13. Defendant informally produced its findings regarding a sampling of time and pay
27 data and wage statements for mediation purposes only.

28 14. Thereafter, the Parties attended a full-day mediation with respected wage and hour

mediator Todd A. Smith, Esq.

15. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes the damages and penalties claimed by Plaintiffs, and further contends that, for any purpose other than settlement, Plaintiffs' claims are not appropriate for class or representative action treatment. Defendant contends, among other things, that, at all times, it has complied with the California Labor Code, and the Industrial Wage Commission Orders.

16. Based on their own independent investigation and evaluation, Class/PAGA Counsel is of the opinion that the Agreement with Defendant is fair, reasonable and adequate, and in the best interest of the settlement classes in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, uncertainties regarding a class and representative action trial on the merits, and numerous potential appellate issues. Although Defendant denies any liability, Defendant is agreeing to this Agreement solely to avoid the cost of litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action on the terms set forth here.

PRELIMINARY APPROVAL

17. On April 26, 2023, the Court issued an Order preliminarily approving the settlement in this case, approving the proposed Class Notice, ordering that the Administrator send notice to the Class, and setting a date for the Final Approval and Fairness Hearing.

SETTLEMENT

18. A For purposes of Agreement, the Settlement Class is defined as: "all non-management employees of Wahid of Pennsylvania LLC, in the State of California who worked one or more pay periods during the Class Settlement Period." ("Class") The "Settlement Class Members" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

19. The Class Settlement Period is November 1, 2020 through December 13, 2022.

20. As of October 14, 2022 (the date of mediation), based on documents and other

information produced by Defendant, there are approximately 81 Settlement Class Members.

21. For purposes of Agreement, the Aggrieved Employees or PAGA Members are defined as “all non-management employees of Wahid of Pennsylvania LLC, in the State of California who worked one or more pay periods during the PAGA Settlement Period.

22. The PAGA Settlement Period is November 3, 2020 through December 13, 2022.

23. As detailed fully in the Agreement, the Settlement provides for Defendant to pay a Gross Settlement Amount of \$90,000.00, which includes the sum of the Individual Class Payments, the Class Representative service award, the Class/PAGA Counsel Award, PAGA Payment, and the Settlement Administration Costs.

24. The Net Settlement Amount is the Gross Settlement Amount, less Class/PAGA Counsel Award, Class Representative Enhancement, PAGA Payment, and Settlement Administration Costs.

CLASS NOTICE

25. The Court approved the proposed Class Notice, and directed the mailing of the Notice by first-class mail to Settlement Class Members in accordance with the proposed implementation schedule.

THE COURT SHOULD ORDER FINAL APPROVAL OF THE SETTLEMENT

26. All settlement discussions were made by experienced and informed counsel, who believe that this settlement represents a favorable resolution for the Settlement Class Members.

27. The settlement negotiations have been, at all times, adversarial and non-collusive, with the aid of a mediator, and no self-dealing or other type of misconduct by either side has taken place.

28. In addition, Defendant produced additional data and documents informally for purposes of settlement. This included Plaintiffs’ personnel file and pay statements and a sampling of shift data, pay data, and wage statements for Class Members containing class member contact information.

29. Receipt of appropriate discovery allowed Class/PAGA Counsel to fairly evaluate the exposure and risks associated with each claim alleged in the lawsuit.

1 30. Third, Class/PAGA Counsel have significant experience in cases of this type,
2 including several years prosecuting wage, hour, and working condition violations.

3 31. Class/PAGA Counsel is thus qualified to evaluate the class claims and viability of
4 the defenses. Class/PAGA Counsel believes that the settlement is fair, reasonable, adequate, and
5 in the best interests of the class and that the average recovery for each Settlement Class Member
6 of \$365.85 is substantial, given the risks inherent in litigation and the defenses asserted.

7 **CLASS COUNSEL’S KULLAR ANALYSIS**

8 32. The proposed settlement satisfies each of these factors.

9 33. This discovery permitted Class/PAGA Counsel to fairly evaluate the strength of the
10 case and the risks associated with ongoing litigation.

11 34. Class/PAGA Counsel is experienced in handling wage and hour class actions and,
12 after weighing all of the following factors, supports this Agreement.

13 **Plaintiff Quiros Alleges That Defendant Failed to Pay Proper Wages and Overtime By Not**
14 **Blending Commission Pay Into the Regular Rate of Pay for Overtime Purposes**

15 35. Here, Plaintiff Quiros alleges that he and the Class Members earned commission
16 pay for each sale that they closed.

17 36. The operative Complaint alleges that Defendant failed to include their commission
18 pay in the regular rate calculation.

19 37. Thus, Plaintiff Quiros contends that Defendant underpaid Plaintiff Quiros and the
20 Class Members whenever they worked overtime and earned commission pay in the same pay
21 period because Defendant did not blend commission pay into the regular rate of pay when
22 calculating overtime.

23 38. As a result, Plaintiff Quiros contends that Defendant owes unpaid overtime wages
24 to Plaintiff Quiros and the Class Members.

25 39. Because this claim can be readily analyzed from Defendant’s time and pay records,
26 Plaintiff Quiros felt confident that this claim was certifiable and that he would likely prevail on
27 the merits at trial.

28 40. However, Defendant argued that it did properly blend, but to the extent that a trier

1 of fact found that it did not, the core wage exposure was quite minimal because any alleged failure
2 to blend would only result in only a few dollars being owed to any given Class Member during a
3 specific pay period when they worked overtime and also earned commission pay in the same pay
4 period.

5 **Plaintiff Quiros Alleges That Defendant Failed to Provide Lawful Meal**

6 41. Here, Plaintiff Quiros alleges that he and the Class Members consistently worked
7 shifts over five (5) hours and Defendant failed to provide compliant meal periods of not less than
8 thirty (30) minutes as required by the Labor Code during the relevant time period.

9 42. Specifically, Plaintiff Quiros alleges that Defendant informs employees that any
10 “downtime” they have during the day counts as their meal period, requires its employees to forgo
11 meal periods to attend to customers and/or require them to give up their commission pay if they
12 do not forgo meal periods, and routinely interrupted meal periods.

13 43. In addition, Plaintiff Quiros alleges Defendant has a consistent policy of failing to
14 pay Plaintiff Quiros and the Class Members one (1) hour of pay at the employees’ regular rate of
15 compensation for each workday that the first meal period was not provided within the first (5)
16 hours of the shift in violation of Labor Code §§ 226.7 and 512.

17 44. Here, Plaintiff Quiros contends that when Defendant paid meal period premiums,
18 it did not pay them at the properly blended rate.

19 45. In response, first and foremost, Defendant argued that Class Members were
20 provided with legally compliant meal periods.

21 46. In addition, Plaintiff Quiros anticipated that Defendant would assert that such an
22 argument would pose individual issues and Defendant would be entitled to inquire of each class
23 member, on each day whether or not they were provided with compliant meal periods.

24 47. Plaintiff Quiros was confident that Defendant would attempt to gather testimonial
25 evidence from class members indicating that Class Members were provided and took compliant
26 meal breaks or that Class Members chose to take late breaks or miss breaks on occasion.

27 48. Though Plaintiff Quiros does not believe this was the case, Plaintiff Quiros must
28 acknowledge it certainly poses risks for the Class.

49. There is risk as to both sides as to what declarations and depositions of class members might reveal.

50. Indeed, Plaintiff Quiros had to consider that Defendant could secure declarations from Class Members giving Defendant an opportunity to disprove the allegations.

Plaintiff Quiros Contends That Defendant Did Not Provide Class Members with Lawful Rest Breaks

51. Plaintiff Quiros contends that the Class Members' rest period claims arise from a common course of conduct wherein Defendant did not provide employees with the opportunity to take first or second 10-minute rest breaks in compliance with California law.

52. Plaintiff Quiros alleges that he and the Class Members' consistently worked shifts of 3.5+ hours and were not authorized or permitted to take rest breaks therefore Defendant violated Labor Code §226.7.

53. The same risk analysis does not apply as with the meal periods, though, because there generally are no records associated with rest periods.

54. As such, Plaintiff Quiros had to acknowledge that it could potentially be easier for Defendant to defeat certification of this claim if it was able to gather testimonial evidence from class members indicating that they were able to take all required rest breaks each day.

55. Though Plaintiff Quiros does not believe this was the case, Plaintiff Quiros must acknowledge it poses risks for the Class.

56. Just as with meal periods, there is risk as to both sides as to what declarations and depositions of class members might reveal.

Plaintiff Quiros Contends That Defendant Failed to Issue Lawful Itemized Wage Statement

57. Plaintiff Quiros contends that Defendant issued wage statements that violate Labor Code §§ 226(a)(2) and (9).

58. Plaintiff Quiros contends that he and Class Members are issued wage statements that do not include the applicable overtime rate and the number of hours worked at the corresponding rate.

59. Here, Plaintiff Quiros anticipated that Defendants would argue its conduct was not

1 “knowing and intentional” and all required information was show on the paystubs and if there were
2 ever any errors it was the result of clerical error, omission, or oversight.

3 60. It was anticipated that Defendant would argue that Plaintiff Quiros’s claims were
4 merely derivative of the underlying wage and meal period claims, but that all record of payment
5 actually received by a Class Member was shown on the paystubs as required.

6 **The Risks Plaintiff Quiros Contends That Defendant Failed to Provide All Wages Due at**
7 **the Time of Termination**

8 61. Here, Plaintiff Quiros alleges that he and numerous Class Members are no longer
9 employed by Defendant.

10 62. Due to Defendant’s failure to pay all wages and meal and rest period premiums as
11 detailed above, Plaintiff Quiros alleges that Defendant failed to pay all wages owed and due upon
12 their termination and/or resignation.

13 63. Plaintiff Quiros contends that Defendant’s actions were willful, as they have
14 intentionally failed or refused to perform an act which was required to be done.

15 64. Plaintiff Quiros contends that Defendants were fully aware of its payment policies
16 and practices and intended to carry out said policies and practices, but this would certainly be a
17 vigorously contested issue.

18 65. Therefore, Plaintiff Quiros believed that discounting this claim was appropriate for
19 settlement purposes.

20 **Defendant Is Liable for Penalties Pursuant to the Private Attorneys General Act of 2004**
21 **(“PAGA”)**

22 66. In addition to the wage, meal period, rest period, itemized wage statement, and
23 penalty claims alleged in detail above, Plaintiff Gomez also alleges an additional violation for
24 timely wages under Labor Code sections 204(d) and 210 as the basis for a PAGA claim on behalf
25 of the aggrieved employees.

26 67. Plaintiff Gomez alleges that Defendant did not pay Plaintiff Gomez and the
27 aggrieved employees.

28 68. As such, the Agreement’s contemplated PAGA payment of \$5,000.00 is

appropriate.

The Risk, Expense, Complexity, and Likely Duration of Further Litigation

69. There is significant expense associated with the class certification process, which the Parties can avoid by entering into the contemplated Agreement now.

70. If the Court did eventually certify a wage or meal period class, trial of a case involving approximately 81 Settlement Class Members would require the retention of expensive expert witnesses, the accrual of extensive litigation costs, and a significant time overlay by the parties.

71. Moreover, given the complexity and unsettled nature of the issues in this case it is likely that any outcome at trial would have resulted in a lengthy and costly appeal. An appeal would result in further delay for the Settlement Class Members who are waiting for a resolution in this matter.

The Risk of Maintaining Class Action Status through Trial

72. This case has not been certified to be tried as a class action. While Plaintiff Gomez believes there is strong evidence to support certification of several possible subclasses, certification is always hard fought and subject to judicial discretion. Moreover, in class actions, decertification is always a possibility. In attempting to certify a class, the parties would need to conduct multiple depositions, including of the Class Representative and of several person(s) most knowledgeable regarding Defendant's wage, meal, and rest policies. There is a risk for both sides as to what these depositions will reveal and whether they will support class certification to the extent expected.

The Amount Offered in Settlement

73. It was very difficult for the Parties to reach this Settlement of \$90,000.00.

74. This Settlement is the result of adversarial, non-collusive, and arms-length negotiations. The Parties arrived at it after extensive investigation and discovery, careful evaluation of the law, risks, and all information substantiating the amount of penalties reasonably likely to be awarded to the class were the trier of fact to find Defendant liable, and the assistance of an experienced mediator, Todd A. Smith.

1 75. Plaintiff Quiros assessed the full value of the wage/overtime claim, without any
2 discount, at approximately \$4,204.

3 76. This calculation was determined by looking at allegedly unpaid wages in the data
4 stemming from commission pay earned during the same pay period as overtime.

5 77. As set forth above, Plaintiff Quiros acknowledges that any actual wages in dispute
6 would be relatively small.

7 78. Plaintiff Quiros assessed the full value of the meal period claim, without any
8 discount, at approximately \$35,248.

9 79. This amount is comprised of allegedly non-compliant meal periods (missed, late
10 short) in the data.

11 80. The data showed that Defendant paid meal period premiums totaling \$4,709.

12 81. Plaintiff Quiros assessed the full value of the rest period claim, without any
13 discount, at approximately \$32,871.80.

14 82. This amount assumes each Class Member had a rest period violation on 20% of
15 shifts worked.

16 83. Plaintiff Quiros valued the wage statement claim, without discount, at \$98,950.

17 84. Plaintiff Quiros's analysis uses \$50 for the initial pay period and \$100 for each
18 wage statement issued with a \$4,000 cap on wage statement penalties per employee pursuant to
19 Labor Code §226(e)(1).

20 85. Plaintiff Quiros valued the waiting time penalty claim (Labor Code §203), without
21 discount, at \$232,581.

22 86. This calculation assumes 65 former employees during the relevant three-year
23 statutory period.

24 87. Finally, Plaintiff Gomez calculated the value of the PAGA claim at \$197,900 for
25 aggrieved employees using \$100 for the initial per pay period and \$200 thereafter.

26 88. The main risk taken into account with PAGA is the discretionary nature of the
27 penalty award.

28 89. A judge can award the statutory maximum of \$100 for the initial violation and \$200

thereafter or – in theory – one cent per wage statement.

90. While there is a dearth of available authority, in Plaintiff Gomez's view, were they to succeed on any of the underlying Labor Code violations, it is not likely that a Judge would also award a large amount of penalties of top of any damages recovered.

91. Based on the above, per Plaintiffs' assessment, the maximum potential value of all of the Settlement Class Members' claims was approximately \$601,754.80.

92. However, as a result of the forgoing risks on the merits, Class/PAGA Counsel believes the Gross Settlement Amount of \$90,000.00 is fair and reasonable.

93. One of the main risks taken into account and not already discussed above, was the solvency issue.

94. Defendant operates a small chain of wireless/cellular phone stores.

95. The business operates locally and the Parties worked with the mediator to come to a Settlement that was fair and reasonable, but that could be paid by Defendant's and still allow the company to operate.

The Extent of Discovery Completed and Stage of the Proceedings

96. As outlined above, Class/PAGA Counsel conducted a thorough investigation into the facts of the claims alleged. The agreement to settle did not occur until Class/PAGA Counsel exchanged and possessed sufficient information to make an informed judgement regarding the likelihood of success on the merits and the results that could be obtained through further litigation.

ATTORNEY COMPETENCE

97. Kingsley & Kingsley is experienced in prosecuting employment litigation, and since 2000 we have focused a substantial percentage of our practice on complex wage, hour, and working condition violations. My firm is extremely well-versed in class action litigation and has diligently and aggressively pursued this action. Kingsley & Kingsley currently serves as class counsel for dozens of pending class action lawsuits in Northern, Central, and Southern California. Below is a small but representative sampling of wage and hour class cases handled by my firm:

- a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount

of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.

b. *Daniel v. Network Management Corp.* (No. BC274004, L.A. Super. Ct.) In September 2003, the court granted final approval of Settlement in the gross amount of \$475,000 and the court approved the attorneys' fee request of 30%.

c. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In December 2005, Honorable Rita Miller granted final approval of Settlement in the gross amount of \$4,000,000 and the court granted attorneys' fees request of 30%.

d. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the Honorable Conrad R. Aragon granted final approval of Settlement in the gross amount of \$1,000,000 and the court granted attorneys' fees request of 30%.

e. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March 2008, the Honorable Mary Thornton House granted final approval of Settlement in the gross amount of \$1,675,000.00 and the court granted attorneys' fees request of 33 1/3%.

f. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys' fees request of 33.3%.

g. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In March 2012, the Honorable James P. Kleinberg granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys' fees request of 33.3%.

h. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (No. BC402739, L.A. Super. Ct.) In June 2013, the Honorable Lee Smally Edmund granted final approval of Settlement in the gross amount of \$4,700,000.00, and the court granted attorneys' fees request of 38%.

i. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January 2014, the Honorable William F. Highberger granted final approval of Settlement in

the gross amount of \$1,500,000.00 and the court granted attorneys' fees request of 33.33%.

j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda Super. Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of Settlement in the gross amount of \$995,000.00, and the court granted attorney's fees request of 33.33%.

k. *Kane et al. v. Valley Slurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March 2016 after a class trial with a verdict in the class's favor, the Honorable Daniel P. Maguire, awarded Kingsley & Kingsley and co-counsel \$996,232.72 in attorney's fees.

l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorney's fees request of 33.33%.

m. *Pineda, et al. v. Grimmway Enterprises, Inc.*, (No. BCV-15-101333, Kern Super. Ct.) In January 2018, the Hon. Stephen D. Schuett granted final approval of Settlement in the gross amount of \$9,000,000 with attorneys' fees request of 33.33%.

98. Kingsley & Kingsley, APC filed its first motion for class certification in the year 2000 and since that time has been appointed class counsel on dozens of wage and hour class actions that have been approved for class certification. Since 2012, Kingsley & Kingsley, APC has moved for class certification in 15 matters and has successfully obtained class certification in 15 of those cases. A brief sampling of which includes:

a. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed December 19, 2012) (court granted contested class certification and appointed Kingsley & Kingsley class counsel).

b. *Amaro et al. v Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal., filed February 3, 2014) (court granted contested class certification and appointed

Kingsley & Kingsley co-class counsel).

c. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct., filed January 27, 2015) (court granted contested class certification and appointed Kingsley & Kingsley class counsel).

d. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16C0214). contested class certification granted in June 2020.

e. *Weldon v. Geo Corrections & Detentions, LLC*, Kern County Superior Court (BCV-16-102833), contested class certification granted in 2018.

f. *Patton v. Skyler Electric*, Nevada County Superior Court, (CU17-082544), contested class certification granted in June 2020.

g. *Hameister v. Jaco Oil Company*, Kern County Superior Court (BCV-17-102876), contested class certification granted in August 2020.

99. After factoring in the risks explained above, Class Counsel believes that the proposed settlement is fair and reasonable.

100. There is no governmental participation in this action.

101. The proposed plan of allocation distributes Settlement funds proportionally based on each class member's damages, and should therefore be approved as fair, adequate, and reasonable.

ATTORNEYS' FEE AWARD

102. As detailed fully in the Agreement and set forth above, the Agreement provides for Defendant to create a Gross Settlement Amount of \$90,000.00. From that fund, Plaintiffs requests an award of attorneys' fees in the amount of \$30,000.00, or 1/3 of the Gross Settlement Amount created on behalf of members of the Class.

103. In addition to the complexity of this case, Class/PAGA Counsel has borne the entire risk and costs of this litigation during the entire time that it has been pending, all on a pure contingency basis. Through the investment of substantial effort and resources, Class/PAGA Counsel has secured an outstanding Settlement of behalf of the Settlement Class Members. Defendant vigorously contested liability, the amount of claimed damages, and the propriety of

1 class certification. It is this kind of situation, involving complex issues, that has been recognized
2 as justifying a substantial attorney fee award.

3 104. I am very familiar with the contingent fee market throughout California and in the
4 Humboldt County area, particularly as it pertains to complex employment, wage and hour, and
5 class action litigation. On behalf of my firm, I have negotiated numerous contingency fee
6 agreements with plaintiffs, both as individuals and as representatives in class action suits. Many
7 of those agreements provided that counsel will receive a fee that is between 33% and 40% of any
8 recovery that is obtained, and, in addition, that counsel be reimbursed for the costs they incurred
9 out of the recovery amount. The Plaintiffs in this action signed a contingency fee agreement that
10 stated that counsel would be able to make a fee of up to 40% of any recovery if the case settles.
11 These are typical and standard percentages in employment-related contingency agreements
12 throughout California. Indeed, in my opinion, the Class Members in this complex wage and hour
13 case could not have retained competent counsel in California, particularly with the considerable
14 skill and expertise of my firm, for any amount significantly less than the contingency fee
15 percentage provided in this retainer agreement. Class Counsel has never been paid any money for
16 attorneys' fees in this case and has advanced all costs.

17 105. There are always risks attendant to billing cases on a contingency basis. Those
18 risks are even higher in the current economic climate. Kingsley & Kingsley bills the vast majority
19 of its cases on contingency, and has been affected by recent bankruptcy filings. In three separate
20 cases, *Lozoya v. Shore House Café, Inc.*, No. 30-2008-00082103-CU-OE-CJC (Orange Super. Ct.
21 filed Mar. 7, 2008) and *Davis v. Crossfire Marketing Group, LLC*, No. CIVRS1207797 (San
22 Bernardino Super. Ct. filed October 5, 2012), the defendants both filed for bankruptcy protection
23 in June 2011 and January 2015 after years of litigation. My firm advanced costs and incurred
24 thousands of dollars in fees that will never be recovered.

25 106. Additionally, there are cases where Class Counsel takes on the extreme risk of
26 attempting to certify a class case, often times turning down class or individual settlement offers
27 that Class Counsel feels are not in the best interest of the class, only to lose class certification and
28 the costs and fees associated with the litigation. *See e.g., Prosad v. Del Taco Restaurant Services,*

1 *Inc.*, No. BC426538 (L.A. Super. Ct. filed Nov. 2009); *Perez v. Safelite Group, Inc.*, CV-10-8653-
2 RGK(FFMx) (C.D. Cal. filed October 5, 2010).

3 107. When Class Counsel's motions for class certification are denied, Class Counsel
4 often appeals the orders. Sometimes, these denials are overturned (*Perez v. Safelite Group, Inc.*,
5 553 Fed.Appx. 667 (9th Cir. 2015); *Anderson v. Total Renal Care, Inc.*, No. B236207 (Cal. Ct.
6 App. 2012)) and other times Class Counsel is unsuccessful (*Prosad v. Del Taco Restaurant*
7 *Services, Inc.*, No. B238605 (CA. Ct. App. 2012)).

8 108. In addition to appealing class certification denials, Kingsley & Kingsley has been
9 involved in numerous lengthy and protracted appeals process before the California Court of
10 Appeal, the Ninth Circuit, the Seventh Circuit, and the United States Supreme Court. Our firm
11 specifically has taken and lost some issues on appeal that required the write-off of significant legal
12 fees. Also, our firm has been successful on appeal and overturned unfavorable lower court rulings
13 or successfully fought to have successful rulings affirmed. Below is just a sample of some of these
14 appeals:

15 n. *D'Este v. Bayer Corp.*, 565 F.3d 1119 (9th Cir. 2009) (lower court ruling that
16 pharmaceutical sales representatives are exempt employees affirmed);

17 o. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009) (lower
18 court ruling in employer's favor that certain employees can share in mandatory tip
19 pool affirmed);

20 p. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower court
21 ruling in employer's favor that certain employees can share in mandatory tip pool
22 affirmed);

23 q. *Areso v. CarMax, Inc.*, 195 Cal. App. 4th 996 (2011) (lower court ruling in
24 employer's favor approving employer's commission pay plan affirmed) ;

25 r. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153
26 (2012) (lower court ruling that pharmaceutical sales representatives are exempt
27 employees affirmed);

28 s. *Schaefer-LaRose v. Eli Lilly & Co.*, 679 F.3d 560 (7th Cir. 2012) (lower court ruling

that pharmaceutical sales representatives are exempt employees affirmed);

- t. *Fowler v. Carmax, Inc.*, No. B238426, 2013 WL 1208111 (Cal. Ct. App. Mar. 26, 2013), cert. granted, judgment vacated sub nom. *CarMax Auto Superstores California, LLC v. Fowler*, 134 S. Ct. 1277, 188 L. Ed. 2d 290 (2014) (lower court granted employer's motion to compel arbitration, Court of Appeal reversed, U.S. Supreme Court affirmed lower court);
- u. *Salazar v. Apple Am. Grp., LLC*, No. E059562, 2015 WL 314703 (Cal. Ct. App. Jan. 26, 2015), review denied (Apr. 22, 2015), cert. denied, 136 S. Ct. 688, 193 L. Ed. 2d 519 (2015) (lower court ruling in employee's favor on motion to compel arbitration affirmed);
- v. *Anaya v. J's Maint. Serv., Inc.*, No. B261662, 2016 WL 519867 (Cal. Ct. App. Feb. 9, 2016) (lower court ruling in employee's favor on motion to compel arbitration affirmed);
- w. *Cortez v. Doty Bros. Equipment Company, Inc.* (2017) 15 Cal.App.5th 1 (reversing in part and affirming in part trial courts order compelling arbitration);
- x. *Lopez v. Friant & Associates, L.L.C.* (2017) 15 Cal.App.5th 773 (reversing summary judgement in favor of employer on wage statement claim);
- y. *Kane v. Valley Slurry Seal Company*, Case No. C079558, Cal. Ct. App. May 8, 2018) (affirming judgement for employees after bench trial);
- z. *Kim v. Reins International California*, Case No. S246911. Oral argument was held before the California Supreme Court on January 6, 2020 and a decision was published in March 2020.

109. Unlike plaintiffs' firms, which bear the risk of loss on contingency cases, defense firms are able to bill their clients for time spent on a case. As verified by a survey conducted by the National Law Journal nearly a decade ago, six California firms provided their hourly billing rates and of the six firms, five regularly charged in excess of \$500 for their partners. In fact, four of these firms charged as high as \$600, \$620, \$650 and up to \$850 per hour. These firms are located in Orange County, Los Angeles County, San Francisco County, and San Diego County. This

1 survey is attached hereto as Exhibit 2.

2 110. While plaintiffs' firms strive to take on cases that are meritorious (for ethical as
3 well as monetary reasons), as this Court knows, many of these cases hinge on the decision of class
4 certification. Recently, there has been a renewed effort by defense counsel and/or their clients to
5 challenge these cases and to push back, especially on certification motions. In addition, many
6 novel legal issues have gone up on appeal, which has complicated the landscape for settlement.

7 **CLASS COUNSEL'S HOURS AND HOURLY RATES ARE REASONABLE**

8 111. Here, a lodestar cross-check confirms that the percentage requested is reasonable.
9 Class/PAGA Counsel's aggregate lodestar amounts to \$53,910.50 (without future hours)¹, which
10 represents 73.90 hours of attorney work on this litigation incurred from its inception through the
11 filing of Plaintiffs' Motion for Final Approval.

12 112. As such, Class/PAGA Counsel is not asking for a multiplier.

13 113. In fact, Class/PAGA Counsel has billed more in fees than they are collecting and
14 the multiplier is negative and amounts to .56.

15 114. The amount of time spent on this case (over 73.90 hours), which culminated in a
16 very favorable proposed Settlement for the Settlement Class Members, is reasonable given the
17 complexity and novelty of the issues involved, the vigorous defense, the length and intensity of
18 the litigation, and the exceptional results obtained.

19 115. Class/PAGA Counsel litigated this action with great efficiency in light of the
20 amount of work required to achieve the Settlement.

21 116. The requested hourly rates in this case range from \$415.00 per hour to \$990.00

22 117. Class/PAGA Counsel's hourly rates are fully supported by their experience and
23 reputation in handling complex employment litigation, including wage and hour class actions.

24 118. Mr. Kingsley is a 24-year attorney with expertise in wage and hour class action
25 lawsuits.

26 _____
27 ¹ Though Kingsley & Kingsley and Abramson Labor Group will certainly continue to spend
28 time working on this matter for tasks such as preparing for and attending the final approval
hearing, overseeing the administration process, and communicating with Class Members,
Plaintiffs' Counsel are not requesting approval of future hours.

1 119. He has litigated several hundred such cases, including at the appellate level at the
2 U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court of
3 Appeal.

4 120. He is also a prolific speaker at various seminars on employment law and has
5 contributed to legal publications on employment topics.

6 121. In light of the impending increase of experienced lawyers in specialized practice, I
7 believe that the hourly rates charged by my firm are fair and reasonable and are comparable to or
8 less than those charged by my colleagues in California and the national market for prosecuting or
9 defending class actions.

10 122. My office billed for the following four attorneys for work performed on this case:
11 Eric Kingsley, Jessica Bulaon, Shannen Garrett, and me.

12 123. I am a partner at Kingsley & Kingsley, APC. I received my Bachelor of Arts
13 degree, *cum laude*, from the University of California San Diego and received my law degree from
14 UCLA School of Law in 2008, where I was active in the Women's Law Journal and community-
15 based legal clinics. I have been practicing since 2008 and am billed at \$715 per hour.

16 124. Jessica Bulaon is an Associate Attorney at Kingsley & Kingsley, APC. Ms. Bulaon
17 is a graduate of UCLA where she obtained her Bachelor of Arts in Sociology. In 2021, she earned
18 her J.D. from Southwestern Law School, where she was a member on the Law Review and the
19 Dean's List. While at Southwestern, she was awarded the Exceptional Achievement Award in
20 Employment Law Survey course and Witkin Award in her Labor Law course. Ms. Bulaon also
21 clerked at a plaintiff-side employment law firm for 1.5 years until she was admitted to practice in
22 December of 2021. She is billed at \$415 per hour.

23 125. Shannen T. Garrett is former Associate Attorney at Kingsley & Kingsley, APC.
24 Ms. Garrett earned her J.D. from Loyola Law School and was admitted to practice on October 16,
25 2017. She was billed at \$475 per hour. She left the firm in 2022.

26 126. An article in the Wall Street Journal on February 9, 2016 titled *Legal Hours Cross*
27 *New Mark: \$1,500 an Hour* states that "a review of filings over the past three months in about two
28 dozen bankruptcy cases shows that senior partners routinely charge between \$1,200 and \$1,300 an

hour, with top rates at several large law firms exceeding \$1,400.” The article also explains that “despite low inflation and weak demand for legal services, rates at large corporate law firms have risen by 3% to 4% a year since the economic downturn.” Finally, the article notes that “the average highest rate paid for law-firm partners was \$875 an hour in 2015.” This article is attached hereto as Exhibit 3.

127. Class Counsel’s charged rate are commensurate with the prevailing market rates in Humboldt County for attorneys of comparable experience and skill handling complex litigation.

128. Class Counsel’s rates in calculating the lodestar are the same rates charged to non-contingent hourly clients and thus necessarily reflect the current market value of counsel’s legal services.

129. Class Counsel made all reasonable attempts to avoid duplication of assignments and to assign tasks to timekeepers at the appropriate billing rates.

130. Finally, Class/PAGA Counsel’s rates are in line with the 2023-2024 Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr. Kingsley, is \$1,057, a reasonable rate for an attorney with 15 years of experience, such as Ms. Szamet, is \$878, a reasonable rate for an attorney with 2 or less years of experience, such as Ms. Bulaon, is \$437, and a reasonable rate for an attorney with 5+ years of experience, such as Ms. Garrett, is \$538. A true and correct copy of the 2021-2022 Adjusted Laffey Matrix is attached hereto as Exhibit 4.

131. Kingsley & Kingsley’s attorneys’ fees in the present case are broken down as follows:

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Eric B. Kingsley	5.60	\$990.00	\$47,619.00
Kelsey M. Szamet	66.60	\$715.00	\$47,619.00
Jessica Bulaon	1.00	\$415.00	\$415.00
Shannen Garrett	0.70	\$475.00	\$332.50

KINGSLEY TOTAL			
ATTORNEYS' FEES	73.90		\$53,910.50²

132. Kingsley & Kingsley, APC has spent significant time extensively investigating, researching, and litigating this matter, including but not limited to the following:

- aa. intake and interviewing Plaintiff and witnesses and flushing out facts and issues;
- bb. researching employer and related causes of action;
- cc. researching other pending and former matters against Defendant;
- dd. fact development and investigating Defendant's ownership structure;
- ee. researching and analyzing relevant claims under B&P 17200;
- ff. investigation and discussion regarding job functions, duties, compensation, policies, and procedures, etc.;
- gg. regular meetings and or communicating with the Plaintiffs;
- hh. regular meetings and or communicating with Co-Counsel;
- ii. drafting pleadings (Complaints, Motion for Preliminary Approval, various documents related to Preliminary Approval, Motion for Final Approval, various documents related to Final approval, etc.);
- jj. researching private right of action and various impact on class actions;
- kk. interviewing and obtaining declarations from Class Members;
- ll. preparing for and attending mediation;
- mm. discussing issues related to damage model calculations;
- nn. preparing and analyzing damage models;
- oo. negotiating the terms of the settlement;
- pp. reviewing and making changes to the Agreement;
- qq. drafting and editing all documents for Preliminary and Final Approval;
- rr. monitoring Notice and settlement administration procedures;
- ss. coordinating and overseeing all aspects of the administration of the Agreement

² The Total Attorneys' Fees does not include Class Counsel anticipated 10-15 hours of future time to handle the final approval hearing in October and to oversee the administration process.

(review documentation, approve form and content, etc.); and multiple communications with defense counsel.

133. Here, Class/PAGA Counsel is not requesting a multiplier.

134. I believe the request for attorneys' fees in the amount of \$30,000.00 is fair and reasonable given the complexity and novelty of the issues involved, the vigorous defense, and the exceptional results obtained. As explained above, Class Counsel's diligent litigation efforts and experience led to an outstanding settlement.

ATTORNEY COSTS

135. In addition to their request for fees, Class/PAGA Counsel further request reimbursement of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this litigation, in the amount of \$15,000.00.

136. To date, Kingsley and Kingsley has incurred \$14,699.12 in costs.

137. Class/PAGA Counsel anticipates incurring an additional \$500.00 in costs to file, serve, and copy this motion; to prepare for and attend the hearing; and for future copy charges, however, pursuant to the Agreement, Class/PAGA Counsel shall not seek an amount in excess of \$15,000.00 for litigation costs.

138. As such, Class/PAGA Counsel is requesting a cost reimbursement of \$15,000.00.

139. All of the requested costs are reasonable in amount and were necessarily incurred by Class/PAGA Counsel in prosecuting this litigation.

140. All of these costs have been incurred in the course of this litigation, and all costs advanced have already been paid by Class/PAGA Counsel.

THE NAMED PLAINTIFFS' ENHANCEMENT SHOULD BE APPROVED

141. Plaintiffs' Counsel requests an enhancement of \$2,500.00 to the Class Representative Baron Quiros for his work on behalf of the Class and an enhancement of \$2,500.00 to the PAGA Representative Gabriel Gomez for his work on behalf of the Aggrieved Employees.

142. The time spent by Gabriel Gomez and Baron Quiros is significant and includes researching and retaining competent counsel; providing information to Class/PAGA Counsel regarding the nature of the work at Defendant; compiling relevant documents; working closely

1 with Class/PAGA Counsel to develop the theories of liability and martial relevant evidence;
2 regularly discussing the status of the case with Class/PAGA Counsel; discussing the case via
3 telephone with many Settlement Class Members; making themselves available to attend a full-
4 day of mediation; and responding promptly to Class/PAGA Counsel's communications regarding
5 settlement.

6 143. As set forth in the Agreement, Plaintiffs will also be entering into a general release
7 of liability pursuant to Civil Code Section 1542.

8 144. Class/PAGA Counsel considers this to be a fair and reasonable enhancement.

9 145. The enhancement takes into consideration the time, effort, and expense incurred by
10 Mr. Quiros in coming forward to litigate this matter on behalf of all Settlement Class Members
11 and Mr. Gomez in coming forward to litigate this matter on behalf of all Aggrieved Employees.

12 146. Additionally, the Class Representative and the PAGA Representative was at risk
13 for paying for Defendant's legal fees and costs in the event that Defendant prevailed at trial.

14 147. The Class has benefited from Mr. Quiros's action in stepping forward on their
15 behalf to bring this lawsuit.

16 148. The Aggrieved Employees have benefited from Mr. Gomez's action in stepping
17 forward on their behalf to bring this lawsuit.

18 149. Further, the Class Notice disclosed the enhancement award

19 150. As of today, no Settlement Class Member has objected to the proposed
20 enhancement.

21 151. Under the circumstances, a representative payment of \$2,500.00 each is justified
22 and the Court should award this payment to Gabriel Gomez and Baron Quiros from the Gross
23 Settlement Amount as provided in the Agreement.

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

25 **AGENCY**

26 152. As indicated on the Proof of Service, Plaintiffs' Motion for Approval of Attorneys'
27 Fees and Costs ("Motion") was uploaded to the Labor and Workforce Development Agency's
28 ("LWDA") website on the date this Motion was filed as required by statute. Proof of submission

1 of Plaintiffs' Motion, all related documents, and copy of the email from the LWDA confirming
2 receipt is attached to the Declaration of Kelsey M. Szamet as Exhibit "6".

3 **EXHIBITS**

4 153. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed joint
5 Class Action and PAGA Settlement Agreement that was preliminary approved by this Court on
6 April 26, 2023.

7 154. Attached hereto as Exhibit "2" is a true and correct copy of the ALM Research
8 2007 NLJ Billing Survey.

9 155. Attached hereto as Exhibit "3" is a true and correct copy of Wall Street Journal on
10 February 9, 2016 titled *Legal Hours Cross New Mark: \$1,500 an Hour*.

11 156. Attached hereto as Exhibit "4" is a true and correct copy of the 2019-2020 Adjusted
12 Laffey Matrix.

13 157. Attached hereto as Exhibit "5" is a true and correct copy of the Kingsley &
14 Kingsley, APC costs ledger reflecting costs incurred in this matter.

15 158. Attached hereto as Exhibit "6" is a true and correct copy of the proof of submission
16 to the LWDA as referenced in paragraph 152 above.

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

19 This declaration was executed this 29th day of September, 2023, in Altadena, California.

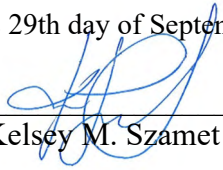
20 
21 _____
22 Kelsey M. Szamet
23
24
25
26
27
28

EXHIBIT "1"

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
 Telephone: (818) 990-8300
 Fax: (818) 990-2903

**JEFFER MANGELS BUTLER
 & MITCHELL LLP**
 R. SCOTT BRINK (Bar No. 138644)
 rsb@jmbm.com
 PATRICIA DESANTIS BELTON (Bar No. 264655)
 pbelton@jmbm.com
 1900 Avenue of the Stars, 7th Floor Los Angeles,
 California 90067-4308
 Telephone: (310) 203-8080
 Facsimile: (310) 203-0567

Attorneys for Defendant Hall
 Ambulance Service, Inc.

LEONARD CARDER, LLP
 AARON KAUFMANN, (SBN 148580)
 akaufmann@leonardcarder.com
 DAVID POGREL, (SBN 203787)
 dpogrel@leonardcarder.com
 1999 Harrison Street, Suite 2700
 Oakland, CA 94612
 Telephone: (510) 272-0169
 Fax: (510) 272-0174

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

[Additional counsel listed on next page]

**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, 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]

**JOINT STIPULATION OF CLASS
 ACTION SETTLEMENT AND RELEASE
 OF CLAIMS**

1 This Joint Stipulation of Class Action Settlement and Release of Claims is entered into
2 between Plaintiffs JOEY STEPHENS, MANUEL MARTINEZ, ERIC MCINTYRE, JEREMY
3 CAPPS, and TYLER IRISH (collectively “Plaintiffs”), on behalf of themselves and the Class
4 Members, and Defendant HALL AMBULANCE SERVICE, INC. (“Defendant”). Plaintiffs and
5 Defendant are collectively referred to herein as the “Parties.”

6 **I. RECITALS.**

7 1. On July 16, 2020, Plaintiff Joey Stevens filed the Class Action Complaint stating
8 causes of action for (1) Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194,
9 and 1199, (2) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512, (3)
10 Penalties Pursuant to Labor Code § 203, and (4) Violation of Business & Professions Code §
11 17200.

12 2. On August 7, 2020, a First Amended Class Action Complaint was filed, which
13 added Manuel Martinez, Eric McIntyre, Jeremy Capps, and Tyler Irish as Plaintiffs and alleged the
14 following causes of action: (1) Failure to Pay Wages and/or Overtime Under Labor Code §§ 510,
15 1194, and 1199; (2) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7, 512; (3)
16 Failure to Authorize and Permit Rest Periods, IWC Wage Order No. 9, § 12, Labor Code § 226.7;
17 (4) Failure to Pay Minimum Wage Under Labor Code §§ 1194, 1194.2, 1197, IWC Wage Order
18 No. 9, § 4; (5) Waiting Time Penalties, Labor Code § 203; and (6) Violations of Business &
19 Professions Code § 17200.

20 3. On July 16, 2020 and August 7, 2020, Plaintiffs provided written notice to the Labor
21 and Workforce Development Agency (“LWDA”) and Defendant regarding the specific provisions
22 of the Labor Code alleged to have been violated, including the facts and theories to support those
23 alleged violations.

24 4. On October 7, 2020, Defendant filed a Motion to Compel Arbitration and Stay
25 Action and argued that the claims asserted in the First Amended Complaint are covered by
26 arbitration agreements signed by the Plaintiffs, which contain mandatory arbitration provisions.
27 Thereafter, the parties entered into stipulations to continue the hearing date on the Motion to
28 Compel Arbitration and Stay Action. Said stay is in effect through November 30, 2022.

1 5. On October 29, 2020, Plaintiffs filed the operative Second Amended Class and
2 Representative Action Complaint alleging the following causes of action: (1) Failure to Pay Wages
3 and/or Overtime, Labor Code §§ 510, 1194, and 1199; (2) Failure to Provide Meal Periods, Labor
4 Code §§ 226.7, 512; (3) Failure to Authorize and Permit Rest Periods, IWC Wage Order No. 9, §
5 12, Labor Code § 226.7; (4) Failure to Pay Minimum Wage Under Labor Code §§ 1194, 1194.2,
6 1197, IWC Wage Order No. 9, § 4; (5) Waiting Time Penalties, Labor Code § 203; (6) Violations
7 of Business & Professions Code § 17200; and (7) Penalties Pursuant to Labor Code § 2699, *et seq.*

8 6. Defendant denies and continues to deny all of Plaintiffs' material allegations.
9 Specifically, Defendant contends (1) it did not fail to pay or improperly calculate Class wages
10 and/or overtime; (2) it provided the Class with all meal and rest periods in accordance with the
11 law; (3) it did not fail to pay the Class for time spent in mandatory trainings, education programs or
12 medical visits; (4) it did not fail to timely pay the Class wages due and owing upon separation; (4)
13 it did not violate Business & Professions Code Section 17200, *et seq.*; (5) the PAGA Group is not
14 entitled to penalties under PAGA; and (6) Defendant is not liable for damages, liquidated damages,
15 penalties, attorney's fees, or costs of litigation to the Class.

16 7. The Parties agreed to participate in an early mediation.

17 8. On March 17, 2021, the Parties participated in mediation with Francis "Tripper"
18 Ortman, III, Esq. Although the parties did not resolve the matter after a full day of negotiations
19 that day, they continued their settlement efforts in the following months and, in early December of
20 2021, reached a settlement, as provided herein, to settle Plaintiffs' claims on a class-wide basis.

21 9. For purposes of this settlement only, Plaintiffs contend and Defendant does not
22 dispute that there is sufficient evidence to support the requirements for Class certification for
23 settlement purposes, specifically:

24 a. There are approximately 1203 Class Members, which is so numerous as to
25 make it impractical to join all Class Members;

26 b. The Class is ascertainable from Defendant's records;

27 c. Common questions of law and fact exist;
28

1 d. Plaintiffs' claims are typical of the claims of the Class;

2 e. Plaintiffs and their counsel, Kingsley & Kingsley, APC and Leonard Carder,
3 LLP, are adequate to represent the Class and should be appointed as Class Representatives and
4 Class Counsel, respectively;

5 f. The prosecution of separate actions by individual members of the Class
6 would create the risk of inconsistent or varying adjudications, which could establish incompatible
7 standards of conduct; and

8 g. Questions of law and fact common to the members of the Class predominate
9 over questions affecting individual members of the Class and a class action is superior to other
10 available means for the fair and efficient adjudication of the controversy.

11
12 10. Plaintiffs and their counsel have fully investigated the historical pay practices of
13 Defendant and concluded that its overtime pay schedule is not and was not a subterfuge to avoid
14 the payment of overtime. Plaintiffs and their counsel agree that the regressive pay scale used by
15 Defendant (i.e., a lower hourly rate for longer shifts) is not unlawful.

16 11. By entering into this Settlement, Defendant admits no liability, and explicitly denies
17 liability or wrongdoing of any kind arising from the claims alleged in the Class Action. This
18 Settlement shall not constitute an admission by Defendant as to any interpretation of laws or as to
19 the merits, validity, or accuracy of any of the claims made against it in the Class Action, or that the
20 claims alleged are suitable for class-wide or collective treatment.

21 **II. DEFINITIONS.**

22 12. "Class", "Class Members", and "Settlement Class Members" means all non-exempt
23 field employees (including Emergency Medical Technicians, Paramedics, and Dispatchers) who
24 are employed or have been employed by HALL AMBULANCE SERVICE, INC., and its
25 subsidiary entities Hall Air Ambulance Service, Inc., Hall Critical Care Transport Service, Inc.,
26 Delano Ambulance Service, Inc., in the State of California during the Class Period. The term
27 "Class Members" shall not include any person who submits a timely and valid request for
28

1 exclusion.

2 13. “Class Action” refers to this class action lawsuit, *Joey Stephens et al. v. Hall*
3 *Ambulance Service, Inc.*, Kern County Superior Court, Case No. BCV-20-101643.

4 14. “Class Counsel” refers to Kingsley & Kingsley, APC and Leonard Carder, LLP, by
5 and through Lead Counsel Eric B. Kingsley, Kelsey M. Szamet, Aaron Kaufmann, and David
6 Pogrel.

7 15. “Class List” refers to the list of Class Member information to be provided to the
8 Settlement Administrator by Defendant.

9 16. “Class Notice” refers to the class notice, substantially in the form attached here to as
10 Exhibit A, as it may be modified by agreement of the Parties or upon order of the Court, which will
11 be sent to the Class Members.

12 17. “Class Period” shall be defined as the time frame of August 21, 2015 through July
13 31, 2022.

14 18. “Class Representatives” refers to Plaintiffs Joey Stephens, Manuel Martinez, Eric
15 McIntyre, Jeremy Capps, and Tyler Irish.

16 19. “Defendant” means Hall Ambulance Service, Inc. and its past, present, and future,
17 whether direct or indirect, officers, directors, members, managers, employees, agents,
18 representatives, attorneys, insurers, partners, investors, shareholders, administrators, including the
19 following subsidiary entities: Hall Air Ambulance Service, Inc., Hall Critical Care Transport
20 Service, Inc., Delano Ambulance Service, Inc.

21 20. “Defense Counsel” refers to R. Scott Brink and Patricia DeSantis Belton of Jeffer
22 Mangels Butler & Mitchell LLP.

23 21. “Effective Date” of the Settlement means the date on which the Court’s Final
24 Approval Order becomes final. The Final Approval Order becomes final upon the following
25 events: (i) upon the Court issuing the Final Approval Order granting approval of this Settlement
26 Agreement if no objections to the settlement are filed, or if an objection is filed but is withdrawn
27 prior to the Court’s Final Approval Hearing; or (ii) in the event there are written objections filed
28 prior to the final approval hearing which are not thereafter withdrawn prior to the hearing, the later

1 of the following events: (a) the day after the last day by which a notice of appeal of the order may
2 be timely filed with the California Court of Appeal, and none is filed; (b) if an appeal is filed and is
3 finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a
4 request for further review of the Court of Appeal's decision passes and no further review is
5 requested; (c) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or
6 otherwise by the Court of Appeal, and further review of the Court of Appeal's decision is
7 requested, the day after the request for review is denied with prejudice and/or no further review of
8 the order can be requested; or (d) if review is accepted, the day the Supreme Court of the State of
9 California, or such lower court to which the case is remanded, affirms the Settlement.

10
11 22. "Employee-side Taxes" shall mean each employee's respective share of any and all
12 applicable federal, state or local payroll taxes and withholdings including, but not limited to those
13 collected under authority of the Federal Insurance Contributions Act ("FICA"), FUTA and/or
14 SUTA on the portion of any Participating Class Member's Settlement Share that constitutes wages.
15 The Employee-side Taxes and Withholdings will be withheld from and paid out of the Maximum
16 Settlement Amount.

17 23. "Employer-side Taxes" shall mean and refer to Defendant's share of corporate
18 federal, state and/or local payroll taxes that is owed on the portion of any Participating Class
19 Member's Settlement Share that constitutes wages. The Employer-side Taxes will be paid out of
20 the Maximum Settlement Amount. If the Court does not approve payment of Employer-side Taxes
21 from the Maximum Settlement Amount, the Maximum Settlement Amount shall be reduced by the
22 amount of estimated Employer-side Taxes, calculated by the Settlement Administrator.

23 24. "Final Approval Hearing" means the hearing set by the Court for the purpose of
24 determining, *inter alia*, (1) the fairness, adequacy, and reasonableness of the Settlement, (2) the
25 Service Payments to Plaintiffs, and (3) the fees and costs of Class Counsel.

26 25. "Final Approval Order" or "Order of Final Approval" refers to the order of the
27 Court granting final approval of this Settlement and entering a judgment approving this Settlement
28 on substantially the same terms provided herein or as may be modified by subsequent agreement of

1 the Parties.

2 26. "Individual Pay Periods" shall mean the number of Pay Periods for an individual
3 PAGA Group Member.

4 27. "Individual Workweeks" shall mean the number of Workweeks for an individual
5 Class Member.

6 28. "Former Employee Sub-Class Member" means any Class Member whose
7 employment with Defendant ended at any point during the Class Period.

8 29. "LWDA Payment" shall mean the payment to the California Labor and Workforce
9 Development Agency ("LWDA") constituting seventy-five percent (75%) of the value assigned to
10 the claim for penalties under the California Labor Code Private Attorneys General Act, California
11 Labor Code Section 2698, *et seq.* ("PAGA"). Specifically, \$37,500.00, which shall constitute the
12 LWDA's 75% share of \$50,000.00 in civil penalties paid under this Settlement. The remaining
13 \$12,500.00 in civil penalties shall be distributed on a *pro rata* basis based upon the number of
14 Individual Pay Periods worked by each PAGA Group Member during the PAGA Period ("PAGA
15 Payment").

16 30. "Maximum Settlement Amount" refers to the maximum amount which Defendant is
17 obliged to pay under this Settlement Agreement, i.e., \$1,900,000.00.

18 31. "Net Settlement Amount" refers to the Maximum Settlement Amount, less (a) the
19 fees and costs of the Settlement Administrator, (b) the payment to the California Labor and
20 Workforce Development Agency ("LWDA"), (c) the Service Payments of Plaintiffs, (d) Class
21 Counsel's Fees and Costs, and (e) Employer-side Taxes and Employee-side Taxes.

22 32. "Order of Preliminary Approval" or "Preliminary Approval Order" refers to the
23 order of the Court granting preliminary approval of this Settlement.

24 33. The "PAGA Group" shall mean all Class Members who performed work for
25 Defendant during the PAGA Period. "PAGA Group Member" shall mean an individual who is a
26 member of the PAGA Group.

27 34. "PAGA Payment Share" shall mean the value of each PAGA Group Member's
28 share of the PAGA Payment as provided by this Settlement Agreement.

1 35. “PAGA Period” shall be defined as the time frame of August 7, 2019 through July
2 31, 2022.

3 36. “Participating Class Members” refers to all Class Members who choose to
4 participate in this Settlement and who do not timely and validly exclude themselves from the
5 Settlement in accordance with the procedures set forth herein.

6 37. “Participating Former Employee Sub-Class Members” refers to all Former
7 Employee Sub-Class Members who choose to participate in this Settlement and who do not timely
8 and validly exclude themselves from the Settlement in accordance with the procedures set forth
9 herein.

10 38. “Parties” refers to Plaintiffs and Defendant.

11 39. “Pay Period” shall mean any pay period in which a Class Member actually received
12 payment from Defendant as a non-exempt field employee during the Class Period (including
13 Emergency Medical Technician, Paramedic, and Dispatcher).

14 40. “Plaintiffs” refers to Plaintiffs Joey Stephens, Manuel Martinez, Eric McIntyre,
15 Jeremy Capps, and Tyler Irish.

16 41. “Qualified Settlement Fund” or “QSF” means an account that will qualify and be
17 characterized as a Qualified Settlement Fund under the provisions of the U.S. Treasury Regulations
18 1.486B-1 and 1.468B-5, to be set up as provided below, and into which the Maximum Settlement
19 Amount is to be deposited as agreed herein, to be administered in a manner consistent with law and
20 the terms of this Settlement.

21 42. “Released Claims” refers collectively to the claims released by Participating Class
22 Members, as appropriate, and as defined in Paragraph 72.

23 43. “Released Former Employee Sub-Class Claims” means the claims released by
24 Participating Former Employee Sub-Class Members as defined in Paragraph 72, subsection (i)-(ii).

25 44. “Released PAGA Claims” means the PAGA claims released by Plaintiffs on behalf
26 of themselves and the other allegedly aggrieved employees and the LWDA, described in detail in
27 Paragraph 73, as against Defendant.

28 45. “Released Parties” means Defendant and its past, present, and future, whether direct

1 or indirect, parents, subsidiaries, affiliates, officers, directors, members, managers, employees,
2 agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators,
3 customers, contractors, insurers, successors, assigns, predecessors, trustees, fiduciaries, subrogees,
4 executors, privies, including, but not limited to, Hall Air Ambulance Service, Inc., Hall Critical
5 Care Transport Service, Inc., Delano Ambulance Service, Inc.

6 46. "Response Deadline" or "Response Period" means the final date, sixty (60) days
7 after the Settlement Administrator mails the Class Notice, upon which Class Members may submit
8 a request for exclusion or objection to the Settlement.

9 47. "Settlement" or "Settlement Agreement" refer to this Joint Stipulation of
10 Settlement.

11 48. "Settlement Administrator" refers to ILYM, the third-party administrator whom the
12 Parties have selected to administer the Settlement in accordance with the terms set forth herein and
13 as approved by the Court.

14 49. "Settlement Share" refers to the value of the Net Settlement Amount which an
15 individual Class Member is entitled to receive pursuant to the Settlement.

16 50. "Workweek" shall mean any week in which a Class Member actually performed
17 paid work for Defendant during the Class Period as a non-exempt field employee (including
18 Emergency Medical Technician, Paramedic, and Dispatcher).

19 **III. APPLICATION FOR APPROVAL OF THE SETTLEMENT, CLASS**
20 **CERTIFICATION, DISSEMINATION OF NOTICE, AND SETTING OF FINAL**
APPROVAL HEARING.

21 51. Promptly upon the full execution of this Settlement Agreement, Plaintiffs shall
22 apply to the Court for approval of the Settlement, including an Order of Preliminary Approval that,
23 amongst other things, (a) preliminarily approves the Settlement under the legal standards relating to
24 the approval of class and collective action settlements; (b) preliminarily certifies the Settlement
25 Class for settlement purposes only; (c) approves the Class Notice and authorizes dissemination of
26 the same; (d) preliminarily approves Plaintiffs as Class Representatives; (e) preliminarily approves
27 Kingsley & Kingsley, APC and Leonard Carder, LLP as Class Counsel; (f) preliminarily approves
28 ILYM to serve as Settlement Administrator; and (g) sets a Final Approval Hearing and briefing

1 schedule. Should this Settlement not become effective for any reason, the fact that the Parties
2 stipulated to certification of a Class herein shall have no bearing on and shall not be admissible on
3 the question of whether a class/collective action should be certified in a non-settlement context.

4 **IV. CONSIDERATION FOR THE SETTLEMENT.**

5 52. Maximum Settlement Amount.

6 The Parties agree to settle this Class Action for the Maximum Settlement Amount of
7 \$1,900,000.00. The Maximum Settlement Amount is paid in full and final settlement of (a) the
8 Released Claims, (b) the PAGA Released Claims; (c) the fees and costs of the Settlement
9 Administrator, (d) the payment to the LWDA, (e) the Service Payments to Plaintiffs, (f) Class
10 Counsel's Fees and Costs, and (g) Employer-side Taxes and Employee-side Taxes. The Maximum
11 Settlement Amount shall be deposited into the QSF within seventy (70) calendar days of the
12 Effective Date.

13 53. Allocation of the Maximum Settlement Amount.

14 Subject to Court approval, the Maximum Settlement Amount of \$1,900,000.00 will be
15 credited or allocated as follows:

- 16 (i) \$17,132.80 for the fees and costs of the Settlement Administrator;
- 17 (ii) \$37,500 payment to LWDA under PAGA;
- 18 (iii) \$12,500 for payment to the PAGA Group Member Employees;
- 19 (iv) \$50,000 total Service Payments to Plaintiffs (\$10,000 each);
- 20 (v) \$30,000 payment to Class Counsel for declared Costs; and
- 21 (vi) \$633,333.33 payment to Class Counsel for attorneys' fees.

22 The remainder constitutes the Net Class Settlement Amount..

23 54. Escalator Clause.

24 Defendant represents that the Class Members have worked approximately 143,345
25 workweeks during the Class Period. Defendant further represents that there are approximately
26 1203 Class Members, including approximately 706 former employee Class Members during
27 the same period. Should the qualifying workweeks worked by Class Members or the total
28 number of Class Members increase beyond 15% (i.e., more than 164,847 workweeks worked

1 and more than 812 Class Members) during the Class Period, Defendant shall have the option
2 to increase the Maximum Settlement Amount on a pro-rata basis equal to the larger of the
3 percentage increase in the number of workweeks worked by the Class Members or the total
4 number of Class Members above ten percent (15%), meaning Defendant will have the option
5 to increase the Maximum Settlement Amount by the percentage amount above fifteen percent
6 (15%) . If Defendant declines to increase the Maximum Settlement Amount, Plaintiff will have
7 the option to terminate the settlement in its entirety and the Parties will be returned to their
8 respective positions as if no settlement had been contemplated.

9 55. Reasonable Fees and Costs of the Settlement Administrator.

10 All of the Settlement Administrator's fees and costs, which are estimated not to exceed
11 \$17,132.80 unless otherwise approved by the Court, will be paid out of the Maximum Settlement
12 Amount from the QSF.

13 56. Payment to the LWDA under the PAGA.

14 The Parties allocate \$50,000.00 to the PAGA claims. Of that amount, 75% – or \$37,500.00
15 – will be paid to the LWDA, and 25% – or \$12,500.00 – will be distributed on a *pro rata* basis
16 based upon the number of Individual Pay Periods worked by each PAGA Group Member during
17 the PAGA Period. The Parties believe such amount is reasonable and sufficient under the
18 circumstances and serves the punitive and deterrent purposes of the PAGA. The Settlement
19 Administrator shall make the payment to the LWDA within 10 calendar days after Defendant funds
20 the QSF or the Effective Date, whichever is later.

21 57. Service Payments to Plaintiffs.

22 Subject to Court approval, Plaintiffs will apply for Service Payments of not to exceed
23 \$10,000 each or 1% of the Maximum Settlement Amount, in consideration for their efforts on
24 behalf of the Class including, but not limited to, assisting in the investigation and consulting with
25 Class Counsel, providing critical information and documents to Class Counsel, and participating in
26 settlement negotiations, the Zoom mediation, and in the drafting of the Settlement Agreement.
27 Any Service Payment approved by the Court will be paid out of the Maximum Settlement Amount
28 and shall be in addition to Plaintiffs' Settlement Share under the terms of the Settlement. The

1 Settlement Administrator will issue an IRS Form 1099 for any Service Payments approved by the
2 Court. The Settlement Administrator shall transfer the Service Payments to Class Counsel within
3 10 calendar days after Defendant funds the QSF or the Effective Date, whichever is later.
4 Defendant will not oppose Plaintiffs' request for Service Payments of equal to or less than \$10,000
5 each, or \$50,000 total.

6 58. Reasonable Attorneys' Fees and Costs to Class Counsel.

7 Subject to Court approval, Class Counsel will apply to the Court for an award of attorneys'
8 fees and costs incurred in connection with the prosecution of this matter; all of the work remaining
9 to be performed including, but not limited to, documenting the Settlement; drafting the Class
10 Notice; soliciting bids from, negotiating with, and retaining the Settlement Administrator;
11 preparing all of the motions and documents necessary to secure Court approval of the Settlement
12 Agreement (including all related appellate work if necessary); carrying out their duties to see that
13 the Settlement Agreement is fairly administered and implemented; responding to questions from
14 Settlement Class Members; and obtaining judgment.

15 Class Counsel will apply to the Court for an award of attorneys' fees in an amount not to
16 exceed 33-1/3% percent of the Maximum Settlement Amount, or \$633,333.33, and declared costs
17 of up to \$30,000. Defendant will not oppose Class Counsel's request of equal to or less than the
18 amounts referenced above. The fees and costs awarded to Class Counsel by the Court shall be paid
19 out of the Maximum Settlement Amount from the QSF. The Settlement Administrator shall issue
20 an IRS Form 1099 to Class Counsel in connection with this payment. The Settlement
21 Administrator shall transfer the attorneys' fees and costs awarded to Class Counsel within 10
22 calendar days after Defendant funds the QSF or the Effective Date, whichever is later.

23 In the event that a lesser sum is awarded for the attorneys' fees and costs referenced above,
24 or for the Service Payments referenced in Paragraph 57, the approval by the Court of any such
25 lesser sum(s) shall not be grounds for Plaintiffs and/or Class Counsel to terminate the Settlement,
26 but such an order shall be appealable by them. In the event that such an appeal is filed, final
27 funding and administration of the portion of the attorneys' fees and/or costs award and/or Service
28 Payment in dispute will be segregated and stayed pending the exhaustion of appellate review. If,

1 after the exhaustion of any such appellate review, additional amounts are distributable to the
2 Participating Class Members, the cost of administration of the payments to them will be paid out of
3 such additional amounts and not by Defendant. Any amount not awarded in attorneys' fees, costs
4 and Service Payments shall be added to the Net Settlement Amount and distributed to the
5 Participating Class Members in accordance with the terms of the Settlement.

6 As of the date the QSF is funded or the Effective Date, whichever is later, and except as
7 otherwise provided by this Settlement, Class Counsel and any counsel associated with Class
8 Counsel waive any further claims to costs and attorney's fees and expenses against Defendant or
9 the Released Parties arising from or related to the Class Action, including but not limited to claims
10 based on the Labor Code, the Code of Civil Procedure, PAGA, the Fair Labor and Standards Act,
11 the Business and Professions Code, or any other contract, statute or law.

12 59. Tax Treatment of Settlement Shares.

13 For the purpose of taxes and required withholdings, the Parties agree that (i) supplemental
14 payments to Participating Former Employee Sub-Class Members (defined below as the "Former
15 Employee Sub-Class Member Supplemental Payments") shall be considered 100% penalties (for
16 which an IRS Form 1099 will be issued) (ii) Payments to Class Members shall be considered 15%
17 wages (for which an IRS Form W-2 shall be issued) and 85% interest and penalties (for which an
18 IRS Form 1099 shall be issued); and (iii) Payments to PAGA Group Members shall be considered
19 100% penalties (for which an IRS Form 1099 with be issued).

20 Prior to the mailing of the Class Notice and again prior to the distribution of Settlement
21 Shares, the Settlement Administrator shall calculate the total taxes and withholdings required as a
22 result of the wage portion of the Settlement Share and such actual amount will be deducted
23 therefrom. The Parties understand that Participating Class Members who receive Settlement
24 Shares under this Settlement shall be solely responsible for any and all individual tax obligations
25 on the non-wage portion of their Settlement Share, and will indemnify and hold harmless
26 Defendant for any taxes, interest or penalties that may be incurred by Defendant on the non-wage
27 portion of the Participating Class Member's Settlement Share if any taxing authority disputes the
28 allocation of the settlement payment.

1 60. No Effect on Employee Benefit Plans.

2 Neither this Settlement nor any amounts paid hereunder will modify any previously
3 credited hours, days, or weeks of service under any employee benefit plan, policy or bonus
4 program sponsored by Defendant.

5 61. Undistributed Funds.

6 In the event that any checks mailed to Participating Class Members remain uncashed after
7 the expiration of 180 days, or an envelope mailed to a Participating Class Member is returned and
8 no forwarding address can be located for the Participating Class Member after reasonable efforts
9 have been made (including but not limited to skip tracing), then any such funds shall be transmitted
10 to the State of California Office of the Controller Unclaimed Property Fund in the name of the
11 Participating Class Member who did not cash his/her Settlement check. The Parties agree to
12 coordinate their efforts to seek Court approval for such an escheatment process of uncashed funds.
13 If, for some reason, the Court does not approve the escheatment of uncashed funds, the Parties
14 agree to proceed pursuant to California Code of Civil Procedure section 384, and will meet and
15 confer to jointly select a cy pres recipient pursuant to Code of Civil Procedure section
16 384(b)(3)(C).

17 **V. ADMINISTRATION OF THE SETTLEMENT.**

18 62. Duties of the Settlement Administrator.

19 The Settlement Administrator shall perform the duties required by this Settlement by,
20 among other things, and without limitation, (i) receiving and updating through normal and
21 customary procedures the list of Class Members to be produced by Defendant, so that it is updated
22 prior to the mailing of the Class Notice, (ii) populating, printing and mailing the Court-approved
23 Class Notice, (iii) establishing and maintaining a settlement website in the manner described
24 below, (iv) responding to Class Member inquiries as appropriate, (v) performing necessary
25 additional skip traces on any notices and/or checks returned as undeliverable, (vi) calculating the
26 Settlement Shares of the Participating Class Members, (vii) resolving disputes during the
27 administration process in the manner described below, (viii) reporting to Class Counsel and
28 Defense Counsel regarding administration of the Settlement, (ix) establishing the QSF in the

1 manner described below, (x) preparing and mailing settlement checks to the Participating Class
2 Members, (xi) preparing and mailing the Court-approved payments to itself, the LWDA, the Class
3 Representatives, and Class Counsel, (xii) preparing all appropriate tax forms required in connection
4 with the payments called for by this Settlement and remitting those forms and all required
5 payments to the appropriate governmental agencies, (xiii) preparing a final report and declaration
6 summarizing the administration of the Settlement, and (xiv) generally performing all normal and
7 customary duties associated with the administration of such settlements.

8 63. Dispute Resolution.

9 The Settlement Administrator shall have the initial responsibility for resolving any disputes
10 that arise during the administration of the Settlement including, without limitation, disputes
11 regarding whether a Class Member is entitled to a Settlement Share and, if so, the amount thereof.
12 In resolving such disputes, Defendant's employment records shall be presumed accurate and
13 correct, and shall be final and binding unless the information submitted by the individual (e.g., time
14 records, wage statements, employment records, etc.) proves otherwise. In the event that the
15 Settlement Administrator cannot resolve a dispute based upon a review of Defendant's records, the
16 Settlement Administrator will schedule a call with Class Counsel and Defense Counsel to discuss
17 and resolve the dispute. After such call, the Settlement Administrator will resolve the dispute and
18 such resolution will be final and binding on the Class Member.

19 64. Establishing the Qualified Settlement Fund.

20 The Parties understand and agree that: (1) the Maximum Settlement Amount will qualify
21 and be characterized as a Qualified Settlement Fund ("QSF") under the provisions of Treasury
22 Regulation Sections 1.468B-1 and 1.468B-5 with the purpose of resolving and/or satisfying the
23 claims raised in this Settlement Agreement, (2) the QSF will be taxed as a separate entity for
24 purposes of all federal, state, and local taxes, (3) the Parties shall treat the QSF on a basis
25 consistent therewith for all tax purposes (and, for the avoidance of doubt, this Settlement
26 Agreement shall be interpreted consistently therewith), (4) the QSF will be characterized as the
27 employer of all Participating Class Members for purposes of determining all tax obligations
28 (including withholding obligations such as Unemployment Insurance, Employment Training Tax,

1 and State Disability Insurance), if any, associated with any and all payments under this Settlement,
2 and (5) the QSF will bear full and sole responsibility (including the preparation and submission of
3 necessary tax forms) for all withholding taxes associated with the QSF and settlement funds under
4 this Settlement Agreement, in addition to any income taxes with respect to the earnings within the
5 QSF and tax requirements relating to payments from the QSF. Any interest accrued by the QSF
6 shall inure to the benefit of the Settlement Class. All taxes (if any, including any interest and
7 penalties) arising with respect to income earned by the QSF shall be paid from the QSF. All
8 expenses and costs incurred in connection with the operation and implementation of this section
9 (including without limitation, expenses of attorneys and/or accountants and mailing and
10 distribution of expenses related to filing (or failing to file) any necessary tax returns) shall be paid
11 from the QSF. For the avoidance of doubt, Defendant shall have no obligations with respect to the
12 administration of the QSF, except as expressly provided under this Paragraph 64.

13 The Settlement Administrator shall be responsible for establishing the QSF upon the
14 Court's approval to do so, which approval the Parties will jointly seek. The Maximum Settlement
15 Amount shall be deposited into the QSF within 70 calendar days of the Effective Date. Defendant
16 may, at its discretion, deposit the Maximum Settlement Amount at an earlier date.

17 **VI. CLASS LIST, NOTICE TO SETTLEMENT CLASS MEMBERS, PARTICIPATION**
18 **IN THE SETTLEMENT, AND SETTLEMENT SHARES.**

19 65. Provision of the Class List.

20 Within 15 business days after the Motion for Preliminary Approval is granted, Defendant
21 will provide to the Settlement Administrator the "PAGA Group" and "Class Members' Data,"
22 which shall consist of an electronic database containing (i) each Class Member's first and last
23 name, (ii) last known mailing address, (iii) the Class Member's Social Security number or Tax ID,
24 (iv) the Class Member's employee identification number, if applicable, based on Defendant's
25 payroll records, (v) the Class Member's total number of Individual Workweeks, and (vi) PAGA
26 Group Members' total number of Individual Pay Periods. If any or all of the Class Members' Data
27 are unavailable to Defendant, Defendant will so inform Class Counsel prior to the date on which
28 Defendant is required to submit the Class Members' Data to the Settlement Administrator and the

Parties will make their best efforts to reconstruct or otherwise agree upon the Class Members' Data prior to when it must be submitted to the Settlement Administrator. If the Parties are unable to agree, the dispute will be resolved by the Settlement Administrator as provided in Paragraph 63. This information will otherwise remain confidential and will not be disclosed to anyone, including counsel for Plaintiffs, except as required to applicable taxing authorities, and except as required to carry out the reasonable efforts to identify Class Member information as described in this Paragraph 65, pursuant to Defendant's express written authorization, or by order of the Superior Court.

66. Notice to Settlement Class Members.

Promptly upon receipt of the Class List, the Settlement Administrator shall access the National Change of Address Database ("NCOA") and update the addresses provided by Defendant. The Settlement Administrator shall also determine the number of Pay Periods worked, as appropriate, for each Class Member, determine whether the Class Member is a member of the Former Employee Sub-Class, and populate the Class Notice accordingly. Within 10 calendar days after receipt of the Class List, the Settlement Administrator shall mail the Class Notice to each Class Member via first-class mail. For each Class Notice that is returned as undeliverable before the Response Deadline, the Settlement Administrator shall promptly attempt to determine a correct address using its best efforts and shall resend the notice to any new address determined thereby.

67. Participation in the Settlement and Calculation of Settlement Shares.

Class Members are not required to file claims in order to be eligible to participate in this Settlement and receive their Settlement Share. In accordance with the formulas set forth herein, 70 percent of the Net Settlement Amount shall be paid to Participating Class Members. 30 percent of the Net Settlement Amount shall be distributed to all Participating Class Members who qualify as Participating Former Employee Sub-Class Members. As referenced above, \$12,500.00 of the Maximum Settlement Amount shall be distributed to PAGA Group Members. The amount of each Participating Class Member, Participating Former Employee Sub-Class Member, and PAGA Group Member Settlement Share shall be determined by the Settlement Administrator as follows:

(i) Class Members.

1 The Workweeks worked during the Class Period by each Participating Class
2 Member will be divided by the total Workweeks worked by all Participating
3 Class Members during the Class Period, resulting in a payment ratio for each
4 Participating Class Member. Each Participating Class Member's payment
5 ratio is then multiplied by the portion of the Net Settlement Amount
6 allocated to the Class to determine his or her individual Participating Class
7 Member Settlement Share.

8 (ii) Participating Former Employee Sub-Class Members.

9 Participating Former Employee Sub-Class Members shall each receive an
10 equal share of the portion of the 30% of the Net Settlement Amount set aside
11 for them (the "Former Employee Sub-Class Member Supplemental
12 Payment") in addition to their Participating Class Member payment.

13 (iii) PAGA Group Members .

14 The Pay Periods worked during the PAGA Period by each PAGA Group
15 Member will be divided by the total Pay Periods worked by all PAGA
16 Group Members during the PAGA Period, resulting in a payment ratio for
17 each PAGA Group Member. Each PAGA Group Member's payment ratio is
18 then multiplied by the \$12,500 allocated to the PAGA Group Members to
19 determine his or her individual payment (the "PAGA Payment Share").
20 Each PAGA Group Member's PAGA Payment Share shall be paid in
21 addition to any Participating Class Member payment and, if applicable,
22 Former Employee Sub-Class Member Supplemental Payment, to which the
23 PAGA Group Member may be entitled.

24 The Settlement Administrator shall pay to each Participating Class Member his or her
25 Settlement Share and to each PAGA Group Member his or her PAGA Payment Share from the
26 QSF. The Settlement Administrator shall pay each Settlement Share by sending a check in the
27 appropriate amount after withholdings to the Participating Class Member at the address indicated
28 in the Class Member's Data. The Settlement Administrator shall pay each PAGA Payment Share

1 by sending a check in the appropriate amount to the PAGA Group Member at the address indicated
2 in the PAGA Group Member's Data. Such payment shall be sent by the Settlement Administrator
3 via U.S. Mail within fourteen (14) calendar days of its receipt of the Maximum Settlement Amount
4 from Defendant, or within fourteen (14) calendar days of the Effective Date, whichever is later.

5 68. Procedures for Challenges.

6 A Class Member may, before the Response Deadline, dispute the amount of his or her
7 Settlement Share, and the data used to calculate it, by timely sending a written notice to the
8 Settlement Administrator informing the Settlement Administrator of the nature of the dispute and
9 providing any records or documentation supporting their position. In response to such a challenge,
10 Defendant will first verify the accuracy of the information contained in its records. Next, Class
11 Counsel and Defense Counsel will make a good faith effort to resolve the dispute informally. If
12 Class Counsel and Defense Counsel are unable to agree, the dispute shall be resolved by the
13 Settlement Administrator after examination of the records provided by the Settlement Class
14 Member and Defendant. The Settlement Administrator's determination will be final and binding.

15 If, before the Response Deadline, an individual not previously identified in the Class List
16 asserts his or her membership in the Settlement Class and seeks recovery under the Settlement, the
17 Settlement Administrator shall provide Class Counsel and Defense Counsel with the evidence
18 submitted by the individual. To be eligible for recovery under this Settlement, individuals must
19 provide sufficient proof to the Settlement Administrator supporting his or her request for inclusion,
20 including specific evidence establishing that he or she qualifies as a Settlement Class Member as
21 defined herein. If Class Counsel and Defense Counsel agree an individual is not a Settlement Class
22 Member, the Settlement Administrator will inform the individual that their request for inclusion
23 has been rejected. If Class Counsel and Defense Counsel are unable to agree, the dispute shall be
24 resolved by the Settlement Administrator after examination of the records provided by the
25 Settlement Class Member and Defendant. The Settlement Administrator's determination will be
26 final and binding.

27 **VII. EXCLUSIONS, OBJECTIONS AND BINDING EFFECT OF SETTLEMENT.**

28 69. Right of Class Members to Opt-Out of Settlement.

1 The Class Notice will advise each Class Member of their right exclude themselves or opt-
2 out of the Settlement. To be effective, requests for exclusion must (a) be submitted in writing to
3 the Settlement Administrator, postmarked before the Response Deadline (i.e., no later than 45
4 calendar days from the date of mailing of the Class Notice), (b) contain the individual's first and
5 last name, current home (or mailing address), and the last four digits of his or her social security
6 number, and (c) include written affirmation of his or her desire to exclude themselves containing
7 the following or substantially similar language:

8 *"I elect to opt-out of the Joey Stephens et al. v. Hall Ambulance Service, Inc.*
9 *class action settlement. I understand that by doing so, I will not be able to*
10 *participate in the settlement, and will not receive a share of the settlement."*

11 The Settlement Administrator shall email copies of any Opt-Outs received to all counsel
12 within 48 hours of its receipt of same. The Class Notice shall include the specific address to which
13 requests for exclusion must be mailed as well as a summary of the foregoing. Any Class Member
14 who timely requests exclusion from this Settlement shall not have any rights under the Settlement,
15 shall not be entitled to receive a Settlement Share, shall not be bound by the Settlement or the
16 Order of Final Approval, and shall not have the right to file an objection to the Settlement. A Class
17 Member who timely submits a valid request for exclusion will not participate in, or be bound by,
18 the Settlement or the Judgment and will not receive any payment pursuant to the Settlement except
19 for a payment from the portion of the PAGA Payment to the PAGA Group if the Class Member is
20 a PAGA Group Member, and will not be bound by the terms of the Settlement, except for the
21 release of the Released PAGA Claims if the Class Member is a PAGA Group Member, and will
22 not have any right to object, appeal, or comment thereon.

23 70. Right of Class Members to Object to Settlement.

24 The Class Notice will advise each Class Member of their right to object to the Settlement.
25 To be effective, objections must (a) be mailed to the Settlement Administrator, postmarked before
26 the Response Deadline (i.e., no later than 45 calendar days from the date of mailing of the Class
27 Notice), (b) clearly identify the case name and number, (c) contain the objector's full name,
28 current home (or mailing address), and the last four digits of his or her social security number, (d)

1 clearly and concisely state all grounds for the objection, (e) indicate whether the objector is
2 represented by counsel and, if so, identify such counsel, (f) indicate whether the objector and/or his
3 or her counsel intend to appear at the Final Approval Hearing, and (g) be signed by the objector or
4 his or her counsel.

5 The Notice will include the specific address to which objections must be mailed as well as a
6 summary of the foregoing. Absent good cause found by the Court, no Class Member may be heard
7 at the Final Approval Hearing unless he or she has complied with these requirements, and any
8 Class Member who fails to comply with these requirements shall be deemed to have waived his or
9 her right to object to the Settlement. Any Class Member whose objection is overruled will be
10 deemed to be a Participating Class Member and subject to the terms of this Settlement and the
11 Court's Order of Final Approval.

12 71. Binding Effect on Participating Class Members.

13 All Participating Class Members will bound by the terms and conditions of this Settlement,
14 the Court's Order of Final Approval, and the releases set forth herein.

15 **VIII. RELEASES**

16 72. Released Claims.

17 As of the date the QSF is funded or the Effective Date, whichever is later, each
18 Participating Class Member, and without the need to manually sign a release document, in
19 exchange for the consideration recited in this Settlement Agreement, on behalf of himself or herself
20 and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys,
21 agents, and assigns, shall and does hereby fully and finally release the Released Parties from any
22 and all claims, demands, rights, liabilities, and causes of action that were or could have been
23 brought against the Released Parties in the Class Action based on the facts and allegations set forth
24 in the Class Action (the "Released Claims"). Released Claims for Class Members who worked for
25 Defendant during the Class Period shall have their claims released during the Class Period. The
26 Released Claims release all causes of action and claims that were alleged in the Class Action or
27 reasonably could have been alleged based on the facts and legal theories contained in the operative
28 complaint, including, but not limited to, all of the following claims for relief:

- (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).

73. Released PAGA Claims.

As of the date the QSF is funded or the Effective Date, whichever is later, each PAGA Group Member, and without the need to manually sign a release document, in exchange for the consideration recited in this Settlement Agreement, on behalf of himself or herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and finally release Released Parties from any and all claims, demands, rights, liabilities, and causes of action that were or could have been brought against the Released Parties in the Class Action for civil penalties pursuant to the PAGA that were alleged or could have

1 been alleged under the Labor Code, state or local wage and hour laws and Wage Orders, whether
2 known or unknown, based on the facts and legal theories contained in the Class Action, including
3 but not limited to (a) failure to properly calculate and pay all minimum wages and/or overtime
4 wages; (b) failure to provide meal periods or compensation in lieu thereof; (c) failure to provide
5 rest periods or compensation in lieu thereof; (d) failure to pay wages timely at time of termination
6 or resignation; (e) failure to timely pay all wages that could have been premised on the claims,
7 causes of action or legal theories of relief described above or any of the claims, causes of action or
8 legal theories of relief pleaded in the operative complaint (the "PAGA Released Claims").

9 Following the Effective Date and Defendant funding the settlement, all PAGA Group Members
10 will release the Released Parties from the PAGA Released Claims that accrued during the PAGA
11 Period. PAGA Group Members cannot opt out of or object to the foregoing PAGA Release.

12 74. Plaintiffs' General Release

13 As of the date the QSF is funded or the Effective Date, whichever is later, in exchange for
14 the consideration set forth in this Settlement Agreement, Plaintiffs shall release all claims against
15 Defendant related to their employment, including all claims alleged in the Class Action, and be
16 bound by a Civil Code Section 1542 release and waiver of all claims known and unknown, without
17 exception, except as may be prohibited by law. This specifically excludes claims for
18 unemployment insurance, disability, social security, and workers' compensation (except for claims
19 pursuant to California Labor Code Sections 132a and 4553). Section 1542 of the Civil Code
20 provides:

21 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
22 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
23 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
24 RELEASE THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

25 Plaintiffs hereby acknowledge that they may hereafter discover claims or facts in addition
26 to or different from those which they now know or believe to exist with respect to the subject
27 matter of this General Release and which, if known or suspected at the time of executing this
28 General Release, may have materially affected this Settlement. Nonetheless, Plaintiffs hereby

1 waive any right, claim or cause of action that might arise as a result of such different or additional
2 claims or facts. Plaintiffs acknowledge that they understand the significance and consequence of
3 such release and such specific waiver of Section 1542.

4 75. No Publicity.

5 Plaintiffs and Class Counsel agree not to initiate any publicity or respond to any media or
6 other inquiries about the terms of this Settlement or the Class Action. Plaintiffs and Class Counsel
7 further agree to keep the terms of the Settlement confidential prior to filing the Motion for
8 Preliminary Approval.

9 76. No Admission of Liability.

10 Defendant denies that it has engaged in any unlawful activity, has failed to comply with the
11 law in any respect, or has any liability to anyone under the claims asserted in the Class Action.
12 This Settlement is entered into solely for the purpose of compromising highly disputed claims.
13 Nothing in this Settlement is intended or will be construed as an admission of liability or
14 wrongdoing by Defendant, an admission by Plaintiffs that any of their claims were non-
15 meritorious, or any defense asserted by Defendant was meritorious. The fact that Plaintiffs and
16 Defendant were willing to settle the Class Action will have no bearing on, and will not be
17 admissible in connection with, any litigation (other than solely in connection with the Settlement).

18 77. Tax Liability and Medicare.

19 The Parties make no representations as to the tax treatment or legal effect of the payments
20 called for hereunder, and Settlement Class Members are not relying on any statement or
21 representation by the Parties in this regard. Participating Class Members understand and agree that
22 they will be responsible for the payment of taxes and penalties assessed on the payments described
23 herein and will hold the Parties free and harmless from and against any claims resulting from
24 treatment of such payments as non-taxable damages, including the treatment of such payment as
25 not subject to withholding or deduction for payroll and employment taxes. Moreover, this
26 Settlement Agreement is based upon a good faith determination of the Parties to resolve a disputed
27 claim. The Parties have not shifted responsibility of medical treatment to Medicare in
28 contravention of 42 U.S.C. Sec. 1395y(b), especially since this is strictly a wage and hour case.

1 The Parties resolved this matter in compliance with both state and federal law. The Parties made
2 every effort to adequately protect Medicare's interest and incorporate such into the settlement
3 terms. Plaintiffs warrant that they are not a Medicare beneficiary as of the date of this Settlement
4 Agreement. Because Plaintiffs are not a Medicare recipient as of the date of this Settlement
5 Agreement, no conditional payments have been made by Medicare.

6 78. Circular 230 Disclaimer.

7 Each Party to this Settlement Agreement (for purposes of this section, the "acknowledging
8 party" and each Party to this Settlement Agreement other than the acknowledging party, an "other
9 party") acknowledges and agrees that (1) no provision of this Settlement Agreement, and no
10 written communication or disclosure between or among the Parties or their attorneys and other
11 advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be
12 construed or be relied upon as, tax advice within the meaning of United States Treasury
13 Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied
14 exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax
15 advice) in connection with this Settlement Agreement, (b) has not entered into this Settlement
16 Agreement based upon the recommendation of any other party or any attorney or advisor to any
17 other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or
18 adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging
19 party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the
20 confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such
21 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or
22 tax structure of any transaction, including any transaction contemplated by this Settlement
23 Agreement. The Parties agree that Class Members and PAGA Group Members will assume any
24 such tax obligations or consequences that may arise from this Settlement Agreement, and that
25 Class Members and PAGA Group Members shall not seek any indemnification from the Parties or
26 any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body
27 determines that additional taxes are due from any Class Member or PAGA Group Member, such
28 Class Member or PAGA Group Member assumes all responsibility for the payment of such taxes

1 and shall hold Defendant and the Released Parties harmless. Class Members and PAGA Group
2 Members will be specifically informed that neither Defendant nor Class Counsel make any
3 representations regarding the tax implications of any amounts paid under this Settlement
4 Agreement and that if any Class Member or PAGA Group Member has any questions regarding
5 those implications, they can and should consult a tax expert.

6 **IX. FINAL SETTLEMENT APPROVAL.**

7 79. A Final Approval Hearing shall be held for the purpose of considering, *inter alia*,
8 (a) the fairness, adequacy, and reasonableness of the Settlement, (b) the Service Payments to
9 Plaintiffs, (c) the fees and costs of Class Counsel, and (d) the propriety of any timely objections as
10 well as Class Counsel and Defense Counsel's response thereto. The date of the Final Approval
11 Hearing shall be set by the Court and notice of such shall be provided to Class Members in the
12 Class Notice. Although the Court may continue the Final Approval Hearing without further notice
13 to the Settlement Class Members, the Settlement Administrator's website will be updated to
14 provide this information.

15 Upon final approval of the Settlement, the Parties will respectfully request the Court enter
16 an Order of Final Approval:

- 17 (i) Approving the Settlement, adjudging the terms thereof to be fair, reasonable,
18 and adequate, and directing consummation of its terms and provisions;
19 (ii) Approving payment to the Settlement Administrator;
20 (iii) Approving the Service Payments to the Plaintiffs for their service as Class
21 Representatives;
22 (iv) Approving Class Counsel's application for fees and costs;
23 (v) Permanently enjoining and restraining Participating Class Members from
24 and against initiating or pursuing against Defendant any individual,
25 representative, or class claims released by this Settlement;
26 (vi) Entering judgment in this Class Action consistent with the terms of this
27 Settlement ("Judgment"); and
28 (vii) Retaining jurisdiction to the extent necessary over the subject matter of the

Class Action and over the Parties and Settlement Class Members to enforce the terms of the Settlement.

80. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.

If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, writ, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Party will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Superior Court, not later than fourteen (14) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes final. For the purposes of this paragraph, a "material change" is a change to the Maximum Settlement Amount, Released Parties, the Released Claims, Released PAGA Claims, Plaintiffs' General Release, Settlement Class, PAGA Group, Class Period, and the PAGA Period terms defined herein. A vacation, reversal, or modification of the Superior Court's award of the Service Payments, or the Class Counsel's Attorney's Fees and Costs will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph.

X. TERMINATION OF THE SETTLEMENT.

81. Grounds for Termination of the Settlement.

If the Superior Court ultimately does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement that is not agreed to by one of the Parties, then either Party will have the right to void the Settlement. If the Settlement is voided in this manner, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay any amounts that otherwise would have been payable under this Settlement, except that the voiding Party will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Party exercises the right to void the Settlement under this paragraph. For the purposes of this paragraph, a "material change" is a change to the terms outlined in the executed Memorandum of Understanding, a copy of which is attached hereto as **Exhibit B**. However, an award by the Superior Court of a lesser amount than that sought by

1 Plaintiffs and Class Counsel for the Service Payments and/or Class Counsel's Attorney's Fees and
2 Costs will not constitute a material change to the Settlement within the meaning of this paragraph.

3 82. Defendant's Right to Terminate the Settlement.

4 Notwithstanding any other provision in this Settlement, if 5% or more of the Class
5 Members opt-out of the Settlement, Defendant shall have the right, in its sole discretion, to rescind,
6 nullify, and terminate the Settlement within 15 calendar days after the expiration of the Response
7 Period. The Settlement Administrator shall notify Defense Counsel and Class Counsel via email
8 immediately, and no later than three (3) calendar days after expiration of the Response Period, if
9 the 5% threshold for opt-outs is exceeded. If Defendant exercises this right, however, it shall be
10 responsible for the reasonable fees and costs of the Settlement Administrator to that point.

11 **XI. MISCELLANEOUS TERMS.**

12 83. Mutual Cooperation.

13 The Parties agree to fully cooperate with each other to accomplish the terms of this
14 Settlement Agreement, including but not limited to, executing and amending such documents and
15 taking such other actions as may reasonably be necessary to implement the terms of this Settlement
16 Agreement. The Parties shall use their best efforts, including all efforts contemplated by this
17 Settlement Agreement and any other efforts that may become necessary by order of the Court, or
18 otherwise, to effectuate this Settlement Agreement and the terms set forth herein. Neither party,
19 nor their counsel, employees, or agents, shall solicit or encourage any Settlement Class Member to
20 exclude themselves from the Settlement, object to the Settlement, or decline to opt into the
21 Settlement.

22 84. Modification.

23 This Settlement Agreement may not be changed, altered, or modified, except in writing and
24 signed by counsel for the Parties, and approved by the Court, provided however that changes solely
25 to the timing and deadlines herein may be made for administrative convenience by written
26 agreement of counsel for all Parties without Court approval. This Settlement Agreement may not
27 be discharged except by performance in accordance with its terms or by a writing signed by the
28 Parties hereto and approved by the Court.

85. Integration Clause.

This Settlement Agreement contains the entire agreement between the Parties relating to the settlement of the Class Action and the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. In entering into this Settlement Agreement, none of the Parties has relied on any representation or promise not expressly set forth in this Settlement Agreement. No rights hereunder may be waived except in writing.

86. Class Counsel Signatories.

It is agreed that because of the anticipated large number of Participating Class Members, it will be impossible or impractical to have each Participating Class Member execute this Settlement Agreement. As such, Class Counsel is signing on behalf of the Participating Class Members. In addition, the Class Notice will advise Settlement Class Members of the binding nature of the Settlement, and their right to Opt-Out and/or object, and shall have the same force and effect as if it were executed individually by each Participating Class Member.

87. Interim Stay of Proceedings.

Pending the completion of the approval process, the Parties agree to a stay of all proceedings in the Class Action except those necessary to implement the Settlement itself.

88. Notices.

Any notices, requests, demands, or other communications required or necessitated by this Settlement Agreement shall be in writing and, except as provided elsewhere in this Settlement Agreement, shall be delivered as follows:

<u>If to Plaintiffs or Class Counsel, then to:</u>	<u>If to Defendant or Defense Counsel, then to:</u>
Eric B. Kingsley Kelsey M. Szamet Kingsley & Kingsley APC 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 Email: eric@kingsleykingsley.com Email: kelsey@kingsleykingsley.com	R. Scott Brink Patricia DeSantis Belton Jeffer Mangels Butler & Mitchell LLP 1900 Avenue of the Stars, 7 th Floor Los Angeles, CA 90067-4308 Email: rsb@jmbm.com Email: pbelton@jmbm.com

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or

Aaron Kaufmann
David Pogrel
Leonard Carder, LLP
1999 Harrison Street, Suite 2700
Oakland, CA 94612
Email: akaufmann@leonardcarder.com
Email: dpogrel@leonardcarder.com

89. Resolution of Disputes Arising from Preparation of Settlement Agreement.

Should the Parties be unable to resolve disputes regarding the preparation of this Settlement Agreement informally, the Parties agree to seek the guidance of their mediator, France “Tripper” Ortman, III, Esq.

90. Retention of Jurisdiction by the Court.

Following approval of the Settlement and the Court’s entry of the Order of Final Approval, the Court shall retain jurisdiction for the purpose of addressing any issues which may arise with respect to the administration of the Settlement or the enforcement of the Settlement’s terms.

91. Choice of Law.

This Settlement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California.

92. Construction.

This Settlement Agreement is entered into freely and voluntarily without duress or undue pressure or influence of any kind or nature whatsoever and neither Party has relied on any promises, representations or warranties regarding the subject matter hereof other than as set forth in this Settlement Agreement. Each Party has been represented by counsel in the settlement negotiations leading up to, and in connection with the preparation and execution of, this Settlement Agreement. The Parties acknowledge and agree that all Parties had an equal hand in drafting this Settlement Agreement so that it shall not be deemed to have been prepared or drafted by one Party or another. All Parties waive the provisions of California Civil Code section 1654 (and any other equivalent state, federal, or local provision), which provides, in part, that “the language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.”

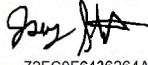
93. Execution in Counterparts.

This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any signature to this Settlement Agreement transmitted by facsimile or electronic mail and any copies of any signatures are valid and binding.

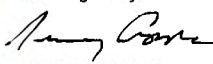
94. Authority.

The individuals signing this Settlement Agreement represent and warrant that they are authorized to do so. Those individuals likewise represent and warrant that they have the authority to executed this Settlement Agreement and to take all appropriate action required and permitted to be taken by this Settlement Agreement, except such action that is the prerogative of the Court.

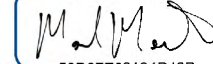
DATED: 3/6/2023

DocuSigned by:

72FC0F6436264A6...
By _____
Joey Stephens

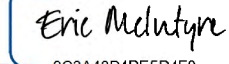
DATED: 3/6/2023

DocuSigned by:

0C825E1D98C3497...
By _____
Jeremy Capps

DATED: 3/6/2023

DocuSigned by:

50D87E86134D42D...
By _____
Manuel Martinez

DATED: 3/6/2023

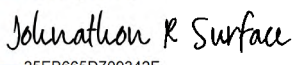
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9C3A48D4DE5D4F0...
By _____
Eric McIntyre

DATED: 3/6/2023

DocuSigned by:

4E8AEB9285B4406...
By _____
Tyler Irish

DATED: 3/6/2023

DocuSigned by:

25EB665D709342F...
By _____
Defendant Hall Ambulance Service, Inc.

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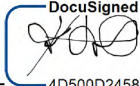
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APPROVED AS TO FORM AND CONTENT:

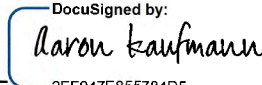
DATED: 3/6/2023

KINGSLEY & KINGSLEY APC

By  Eric B. Kingsley
Kelsey M. Szamet
Attorneys for Plaintiffs JOEY STEPHENS,
MANUEL MARTINEZ, ERIC MCINTYRE,
JEREMY CAPPS, and TYLER IRISH and the
Proposed Class

DATED: 3/6/2023

LEONARD CARDER, LLP

By  Aaron Kaufmann
David Pogrel
Attorneys for Plaintiffs JOEY STEPHENS,
MANUEL MARTINEZ, ERIC MCINTYRE,
JEREMY CAPPS, and TYLER IRISH and the
Proposed Class

DATED: 3/6/2023

JEFFER MANGLES BUTLER & MITCHEL LLP

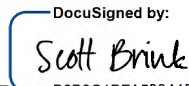
By  R. SCOTT BRINK
PATRICIA DESANTIS BELTON
Attorneys for Defendant Hall Ambulance Service,
Inc.

EXHIBIT “A”

1 [CLASS MEMBER NAME]

2 **JOEY STEPHENS v. HALL AMBULANCE SERVICE, INC.**

3 **Superior Court of the State of California, County of Kern**
4 **Case No.: BCV-20-101643**

5 If you are a current or former employee for HALL AMBULANCE SERVICE, INC. ("Hall
6 Ambulance" or "Defendant"), a class action lawsuit may affect your rights and you may be entitled
7 to benefits under the settlement.

8 You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

9 **PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT**
10 **INFORMATION ABOUT YOUR RIGHTS.**

- 11 • This lawsuit involves a Settlement Class defined as:

12 All non-exempt field employees (including Emergency Medical Technicians, Paramedics,
13 and
14 Dispatchers) who are employed or have been employed by HALL AMBULANCE
15 SERVICE, INC., and its subsidiary entities Hall Air
16 Ambulance Service, Inc., Hall Critical Care Transport Service, Inc., Delano Ambulance
17 Service, Inc., in the State of California during the period August 21, 2015 to July 31,
18 2022.

- 19 • You are receiving this Notice because the records reflect that you may be a member of the
20 Settlement Class.
- 21 • Plaintiffs in this class action allege that Defendant failed to pay all wages and/or overtime,
22 failed to provide lawful meal periods, failed to authorize and permit rest periods, failed to
23 pay minimum wage, failed to pay lawful wages upon termination or resignation, engaged
24 in unfair business practices, and is liable for penalties under California's Private Attorneys
25 General Act or "PAGA." Hall Ambulance denies Plaintiffs' claims and asserts that it has
26 complied with all of its legal obligations to its employees.
- 27 • There has been a settlement that affects your rights. Although the Court has authorized the
28 Parties to provide this notice of the proposed settlement, the Court has expressed no opinion
on the merits of Plaintiffs' claims or Hall Ambulance's defenses.
- You will not be penalized or retaliated against by Hall Ambulance for participating in this
class action settlement.
- You have several options available to you:

27 **DO NOTHING**

28 By doing nothing, you will receive a share of the settlement
proceeds, and be bound by the terms of the settlement and you will

	give up any rights to sue for claims pled or arising out of or reasonably related to the transactions and occurrences pled in the Complaint, which are or could be the basis of claims that Defendants failed to pay all wages and/or overtime, failed to provide lawful meal periods, failed to authorize and permit rest periods, failed to pay minimum wage, failed to pay lawful wages upon termination or resignation, engaged unfair business practices, or is subject to PAGA penalties during the Covered Period.
ASK TO BE EXCLUDED (OPT OUT)	Exclude yourself from this lawsuit. You will not be bound by the Settlement, except as to Released PAGA Claims, and will not be eligible to receive a payment from the Net Class Settlement Amount.
OBJECT	Object to the terms of this Settlement.

**Your options are explained in this notice.
To opt out or object, you must act by **XXXX**.**

1. Why did I get this notice?

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of Hall Ambulance's employees. You have received this notice because Hall Ambulance's records indicate that you are a member of this Settlement Class. The Settlement Class includes two subgroups: (1) "Former Employee Sub-Class Member" means any Class Member whose employment with Defendant ended at any point during the Class Period and (2) "PAGA Group" shall mean all Settlement Class Members who performed work for Defendant during the PAGA Period of August 7, 2019 through July 31, 2022.

2. What is this lawsuit about?

This lawsuit was filed on July 16, 2020 on behalf of all Settlement Class Members. The operative complaint alleges class-wide causes of action against Hall Ambulance for failure to pay wages and/or overtime pursuant to Labor Code §§ 510, 1194, and 1199, failure to provide meal periods pursuant to §§ 226.7, 512, failure to authorize and permit rest periods pursuant to IWC Wage Order No. 9, § 12, Labor Code § 226.7, failure to pay minimum wage under labor code §§ 1194, 1194.2, 1197, IWC Wage Order No. 9, § 4, waiting time penalties pursuant to Labor Code § 203, violations of the Business and Professions Code § 17200, and penalties pursuant to Labor Code § 2699, et seq.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiffs' allegations or Defendant's defenses.

4. Why did this case settle?

The Parties reached a settlement in order to avoid the risk, inconvenience and expense of further litigation. Plaintiffs and their attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some of the claims presented. Defendant disputes Plaintiffs' claims and asserts that it has complied with all of its legal obligations toward its employees, but has also concluded that further litigation would be protracted, expensive, and would divert management and employee time.

5. What are the terms of the settlement and how much will I receive?

The Maximum Settlement Amount is \$1,900,000.00. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Attorneys' fees: \$633,333.33
- Litigation Costs: \$30,000.00
- Claims Administration Costs: \$17,132.80
- Service Awards to Named Plaintiffs: \$50,000 (*\$10,000 to each Named Plaintiff*)
- Penalties to the Labor & Workforce Development Agency: \$50,000.00
- Employer's share of payroll taxes due on any wage portion of the settlement payments made to Class Members

The Net Settlement Amount that results from taking these deductions from the Maximum Settlement Amount will be available for payment to the Participating Settlement Class Members receiving this notice (""). 70% of the Net Settlement Amount will be distributed to all Participating Settlement Class Members and PAGA Group Members. Participating Settlement Class Members who are no longer employed by Defendant are also part of a sub-class of Participating Former Employees; the Labor Code § 203 claim for waiting time penalties claim referenced above is only on behalf of those former employees. 30% of the Net Settlement Amount will be paid as Supplemental Payments to the Former Employees sub-class. \$12,500 of the New Settlement Amount will be paid to the PAGA Group Members as their PAGA Payment Share.

Each Participating Class Member and PAGA Group Member's Individual Settlement Payment shall be determined on a pro rata basis based upon the number of workweeks during which the employee worked in proportion to the aggregate number of workweeks by all Settlement Class Members and PAGA Group Members. Participating Former Employees sub-class members shall receive an equal share of the 30% of the Net Settlement Amount set aside for waiting time penalty claims. Settlement Class Members who opt out but are PAGA Group Members will still receive their PAGA Payment Share and release their PAGA claims. The amount of each Participating Class Member, Participating Former Employee Sub-Class Member, and PAGA Group Member Settlement Share shall be determined by the Settlement Administrator as follows:

(i) Class Members.

The Workweeks worked during the Class Period by each Participating Class Member will be divided by the total Workweeks worked by all Participating Class Members during the Class

Period, resulting in a payment ratio for each Participating Class Member. Each Participating Class Member's payment ratio is then multiplied by the portion of the Net Settlement Amount allocated to the Class to determine his or her individual Participating Class Member Settlement Share.

(ii) Participating Former Employee Sub-Class Members.

Participating Former Employee Sub-Class Members shall each receive an equal share of the portion of the \$ _____ set aside for them (the "Former Employee Sub-Class Member Supplemental Payment") in addition to their Participating Class Member payment.

(iii) PAGA Group Members.

The Pay Periods worked during the PAGA Period by each PAGA Group Member will be divided by the total Pay Periods worked by all PAGA Group Members during the PAGA Period, resulting in a payment ratio for each PAGA Group Member. Each PAGA Group Member's payment ratio is then multiplied by the \$12,500 allocated to the PAGA Group Members to determine his or her individual payment (the "PAGA Payment Share"). Each PAGA Group Member's PAGA Payment Share shall be paid in addition to any Participating Class Member payment and, if applicable, Former Employee Sub-Class Member Supplemental Payment, to which the PAGA Group Member may be entitled.

According to 's records, the total number of pay periods that you worked as an employee *during the relevant time period* is _____. If you disagree with this information and would like someone to look into the matter, please follow the procedure below. Based on these pay periods, your estimated settlement amount is _____.

6. What if I disagree with the number of pay periods shown above?

If you believe the information in the notice is incorrect regarding the number of pay periods, you will need to write a letter setting forth the number of pay periods that you believe are correct. You may attach any relevant documentation in support thereof. You must mail your letter to:

Settlement Administrator
c/o ILYM

You must submit such information by **XXXX**. Class Counsel, Defense Counsel, and the Settlement Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. In the event they are unable to resolve any dispute under this Section, the Settlement Administrator shall review all information, material and documents and make a final decision regarding the dispute.

7. What do I have to do to receive a share of the settlement?

If you wish to receive an award under the terms of this settlement, you do not have to do anything. However, it is advisable to confirm your current mailing address with the Settlement Administrator in order to ensure you receive your settlement share. You will be covered by the release summarized in Section 8, below.

8. What rights am I giving up?

Participating Settlement Class Members will release and discharge Defendant, and any of its former and present parents, subsidiaries, and affiliates, and its officers, directors, employees, partners, shareholders, attorneys, and agents, and any other successors, assigns, or legal representatives, from 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

(Third Amended Complaint) including, but not limited to: 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. . 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).

Each PAGA Group Member, and without the need to manually sign a release document, in exchange for the consideration recited in this Settlement Agreement, on behalf of himself or herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and finally release Released Parties from any and all claims, demands, rights, liabilities, and causes of action that were or could have been brought against the Released Parties in the Class Action for civil penalties pursuant to the PAGA that were alleged or could have been alleged under the Labor Code, state or local wage and hour laws and Wage Orders, whether known or unknown, based on the facts and legal theories contained in the Class Action, including but not limited to (a) failure to properly calculate and pay all minimum wages and/or overtime wages; (b) failure to provide meal periods or compensation in lieu thereof; (c) failure to provide rest periods or compensation in lieu thereof; (d) failure to pay wages timely at time of termination or resignation; (e) failure to timely pay all wages that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint (the “PAGA Released Claims”). Following the Effective Date and Defendant funding the settlement, all PAGA Group Members will release the Released Parties from the PAGA Released Claims that accrued during the PAGA Period. PAGA Group Members cannot opt out of or object to the foregoing PAGA Release.

9. What if I do not wish to be involved?

Anyone not wishing to participate in the settlement may exclude himself or herself (“opt out”) by completing, signing, and mailing a letter indicating that they do not want to participate in the settlement. To be effective, requests for exclusion must (a) be submitted in writing to the Settlement Administrator, postmarked before the Response Deadline of XXXX (i.e., no later than 45 calendar days from the date of mailing of the Class Notice), (b) contain the individual’s first

and last name, current home (or mailing address), and the last four digits of his or her social security number, and (c) include written affirmation of his or her desire to exclude themselves containing the following or substantially similar language: (e.g. "I elect to opt-out of the Joey Stephens et al. v. Hall Ambulance Service, Inc. class action settlement. I understand that by doing so, I will not be able to participate in the settlement, and will not receive a share of the settlement.") to the Settlement Administrator, ILYM, by XXXX.

Settlement Administrator
c/o ILYM

If your Request for Exclusion is postmarked after XXXX, it will be rejected, and you will be a Participating Class Member and be bound by the settlement terms and release. Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Participating Class Member and will not receive any payment as part of this settlement. Such persons will keep any rights to sue Hall Ambulance separately about the claims made in this lawsuit with the exception of PAGA Released claims.

10. What if I have an objection?

A class member may object to the settlement in writing. Written objections and all supporting briefs or other materials must be submitted to the Settlement Administrator no later than XXXX.

Settlement Administrator
c/o ILYM

To be effective, objections must (a) be mailed to the Settlement Administrator, postmarked before the Response Deadline of XXXX (i.e., no later than 45 calendar days from the date of mailing of the Class Notice), (b) clearly identify the case name and number, (c) contain the objector's full name, current home (or mailing address), and the last four digits of his or her social security number, (d) clearly and concisely state all grounds for the objection, (e) indicate whether the objector is represented by counsel and, if so, identify such counsel, (f) indicate whether the objector and/or his or her counsel intend to appear at the Final Approval Hearing, and (g) be signed by the objector or his or her counsel..

Any Class Member who timely requests exclusion from this Settlement shall not have the right to file an objection to the Settlement and any objection by a Class Member who timely requests exclusion will be deemed void.

If any Objection is ultimately overruled by the Court, the Settlement Class Member will be bound by the Release.

Any Class Member who fails to submit a timely written objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

Class Counsel:	Counsel for Hall Ambulance:
Kingsley & Kingsley, APC	Jeffer Mangels Butler & Mitchell LLP
Eric B. Kingsley, Esq.	R. Scott Brink, Esq.

Kelsey M. Szamet, Esq.
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Telephone: (818) 990-8300

Patricia DeSantis Belton, Esq.
1900 Avenue of the Stars, 7th Floor Los
Angeles, California 90067-4308
Telephone: (310) 203-8080

Leonard Carder, LLP
Aaron Kaufmann, Esq.
David Pogrel, Esq.
1999 Harrison Street, Suite 2700
Oakland, CA 94612
Telephone: (510) 272-0169

11. Do I need a lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

12. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 17 of the Kern County Superior Court, Metropolitan Division, located at 1415 Truxtun Avenue, Bakersfield, CA, 93301 on _____, 2023, at **XX** (a.m./p.m.) (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiffs' Service Awards, and the costs of claims administration. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

13. How can I receive more information?

This notice is a summary of the basic terms of the settlement. For further information, you may also telephone the Settlement Administrator, ILYM (listed above), or Class Counsel (listed above).

Please do not telephone the Court, the Office of the Clerk, or Hall Ambulance's counsel for information regarding this settlement.

EXHIBIT "2"

	A	C	D	E	F	G	H	I	J	K	L
1	ALM RESEARCH										
2	2007 NLJ Billing Survey										
3	Fiscal Year - 2007										
4	Billing Source-National Law Journal 12/11/2007										
5	Copyright © 2007, ALM Properties, Inc., All Rights Reserved										
6	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
7	Adams and Reese	\$500	\$225	\$255	\$165	\$198	\$305	\$278	\$197	\$300	\$275
8	Andrews Kurth	\$795	\$400	\$460	\$210						
9	Arent Fox	\$675	\$395	\$440	\$240						
10	Armstrong Teasdale	\$450	\$295	\$295	\$165						
11	Baker, Donelson, Bearman, Caldwell & Berkowitz	\$525	\$230	\$315	\$160	\$205	\$325	\$280	\$200	\$320	\$270
12	Barnes & Thornburg	\$485	\$265	\$295	\$180	\$225	\$350	\$302	\$220	\$355	\$310
13	Bass, Berry & Sims PLC	\$575	\$300	\$285	\$180						
14	Best Best & Krieger	\$495	\$290	\$350	\$160	\$203	\$275	\$212	\$235	\$390	\$265
15	Bond, Schoeneck & King	\$435	\$200	\$250	\$140	\$179	\$294	\$253	\$175	\$295	\$300
16	Bradley Arant Rose & White	\$520	\$240	\$280	\$180	\$211	\$335	\$258	\$205	\$330	\$260
17	Briggs and Morgan	\$500	\$250	\$325	\$195	\$233	\$391	\$344	\$230	\$395	\$350
18	Brinks Hofer Gilson & Lione	\$650	\$300	\$410	\$180	\$273	\$479	\$365	\$250	\$485	\$350
19	Broad and Cassel	\$450	\$250	\$310	\$165	\$232	\$361	\$294	\$225	\$360	\$275
20	Brownstein Hyatt Farber Schreck	\$675	\$260	\$270	\$170	\$219	\$373	\$308	\$218	\$390	\$325
21	Bryan Cave	\$695	\$320	\$495	\$165	\$295	\$493	\$394	\$295	\$490	\$375
22	Buchanan Ingersoll & Rooney	\$750	\$320	\$460	\$150						
23	Bullivant Houser Bailey	\$500	\$225	\$350	\$150	\$240	\$285	\$260	\$220	\$275	\$250
24	Burr & Forman	\$470	\$250	\$305	\$175	\$235	\$340				
25	Butzel Long	\$575	\$210	\$350	\$155						
26	Carlton Fields	\$600	\$280	\$375	\$190	\$243	\$406	\$312	\$245	\$405	\$300
27	Cooley Godward Kronish	\$875	\$470	\$555	\$250						
28	Covington & Burling	\$800	\$510	\$525	\$240						
29	Cozen O'Connor	\$750	\$230	\$530	\$155	\$283	\$420	\$350	\$280	\$425	\$340
30	Curtis, Mallet-Prevost, Colt & Mosle	\$735	\$635	\$560	\$280	\$361	\$666	\$396	\$360	\$685	\$480
31	Davis Wright Tremaine	\$695	\$300	\$390	\$170	\$257	\$430	\$375	\$250	\$423	\$375
32	Day Pitney	\$650	\$350	\$525	\$210	\$306	\$472	\$374	\$310	\$465	\$375
33	Dickinson Wright	\$530	\$260	\$275	\$170						
34	Dickstein Shapiro Morin & Oshinsky	\$825	\$425	\$440	\$225	\$336	\$552	\$438	\$360	\$550	\$425
35	Dinsmore & Shohl	\$475	\$235	\$285	\$155	\$199	\$342	\$275	\$190	\$340	\$250
36	Dorsey & Whitney	\$750	\$220	\$470	\$145	\$274	\$463	\$375	\$260	\$463	\$365
37	Duane Morris	\$705	\$315	\$465	\$150	\$310	\$475	\$416	\$305	\$470	\$415
38	Dykema Gosssett	\$625	\$245	\$390	\$185	\$272	\$403				
39	Edwards Angell Palmer & Dodge	\$700	\$350	\$450	\$170	\$293	\$515	\$407	\$280	\$513	\$400
40	Epstein Becker & Green	\$675	\$280	\$440	\$155	\$290	\$471	\$380	\$280	\$475	\$395
41	Fenwick & West	\$775	\$500	\$500	\$245	\$360	\$590	\$395	\$370	\$600	\$410
42	Foley & Lardner	\$855			\$185	\$387	\$550	\$476	\$375	\$550	\$475
43	Ford & Harrison	\$560	\$325	\$395	\$210						
44	Fowler White Boggs Banker	\$500	\$230	\$325	\$150	\$217	\$345	\$303	\$210	\$340	\$300
45	Fox Rothschild	\$595	\$240	\$440	\$190						

	A	C	D	E	F	G	H	I	J	K	L
	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
46											
47	Frost Brown Todd	\$455	\$225	\$255	\$145	\$180	\$303	\$256	\$170	\$295	\$255
48	Gardere Wynne Sewell	\$715	\$350	\$425	\$220	\$292	\$472	\$405	\$265	\$475	\$405
49	GrayRobinson, PA	\$500	\$175	\$250	\$250	\$198	\$319	\$224			
50	Greenberg Traurig, PA	\$850	\$300	\$505	\$175	\$311	\$490	\$407	\$310	\$500	\$415
51	Harris Beach	\$475	\$250	\$275	\$140						
52	Hiscock & Barclay LLP	\$375	\$220	\$250	\$160	\$185	\$278	\$245	\$180	\$280	\$250
53	Hodgson Russ	\$645	\$215	\$395	\$155	\$219	\$337	\$254	\$205	\$350	\$250
54	Hogan & Hartson	\$850	\$300	\$525	\$150	\$385	\$600	\$490	\$370	\$590	
55	Holland & Hart	\$585	\$275	\$345	\$165	\$269	\$388	\$335	\$275	\$385	\$335
56	Holme Roberts & Owen	\$635	\$285	\$420	\$195	\$284	\$412	\$353	\$265	\$410	\$345
57	Howard, Rice, Nemerovski, Canady, Falk & Rabkin	\$775	\$495	\$485	\$275						
58	Hughes Hubbard & Reed	\$825	\$595	\$560	\$240						
59	Husch & Eppenberger	\$425	\$190	\$260	\$130	\$179	\$297	\$248	\$175	\$295	\$245
60	Jackson Lewis	\$575	\$235	\$450	\$210						
61	Jenner & Block LLP	\$900	\$450	\$425	\$275	\$327	\$562		\$325	\$525	
62	Jones, Walker, Waechter, Poitevent, Carrere & Denegre	\$600	\$210	\$225	\$150						
63	Kelley Drye & Warren	\$800	\$400	\$500	\$255						
64	Knobbe, Martens, Olson & Bear	\$645	\$340	\$420	\$215						
65	Lane Powell Moss & Miller	\$515	\$300	\$300	\$205	\$255	\$370	\$345	\$255	\$370	\$345
66	Lathrop & Gage	\$450	\$225	\$300	\$140	\$185	\$300	\$215	\$185	\$300	\$260
67	Leonard, Street and Deinard	\$500	\$300	\$300	\$185						
68	Lewis, Rice & Fingersh	\$425	\$240	\$295	\$130						
69	Lindquist & Vennum	\$500	\$260	\$260	\$165						
70	Locke, Lord, Bissell & Liddell	\$900	\$375	\$390	\$190	\$281	\$488	\$399	\$280	\$490	\$425
71	Loeb & Loeb	\$875	\$425	\$500	\$240	\$384	\$606	\$505	\$400	\$600	\$500
72	Lord, Bissell & Brook	\$690	\$335	\$410	\$200	\$299	\$473	\$410	\$300	\$475	\$415
73	Lowenstein Sandler	\$725	\$380	\$395	\$205						
74	Luce, Forward, Hamilton & Scripps	\$725	\$325	\$450	\$220	\$281	\$465	\$381	\$280	\$475	\$395
75	Manatt, Phelps & Phillips	\$785	\$520	\$480	\$265	\$395	\$600	\$518	\$415	\$590	\$550
76	Marshall, Dennehey, Warner, Coleman & Goggin	\$400	\$135	\$300	\$120						
77	McCarter & English LLP	\$650	\$325	\$395	\$205						
78	McElroy Deutsch, Mulvaney & Carpenter	\$450	\$295	\$225	\$135	\$180	\$250	\$195	\$165	\$235	\$215
79	McKee Nelson	\$920	\$635	\$595	\$375	\$446	\$760	\$489	\$455	\$755	\$475
80	Michael Best & Friedrich	\$550	\$225	\$300	\$185	\$234	\$363	\$321	\$235	\$350	\$325
81	Miles & Stockbridge	\$535	\$315	\$405	\$205	\$260	\$397				
82	Miller & Martin	\$580	\$230	\$295	\$160	\$201	\$338	\$306	\$195	\$340	\$320
83	Miller, Canfield, Paddock and Stone, PLC	\$595	\$265	\$340	\$160	\$225	\$400	\$285	\$220	\$400	\$335
84	Montgomery, McCracken, Walker & Rhoads	\$575	\$320	\$320	\$195	\$260	\$419	\$360			
85	Moore & Van Allen	\$765	\$265	\$330	\$175						
86	Morgan, Lewis & Bockius	\$850	\$375	\$575	\$200						
87	Morris, Manning & Martin	\$625	\$350	\$400	\$180	\$285	\$436	\$380	\$310	\$395	\$440
88	Nexsen Pruet Jacobs & Pollard	\$420	\$220	\$250	\$150						
89	Ogletree, Deakins, Nash, Smoak & Stewart	\$575	\$270	\$360	\$200	\$256	\$348	\$312			
90	Patton Boggs	\$920	\$320	\$520	\$205	\$375	\$536	\$456	\$385	\$525	\$455
91	Pepper Hamilton	\$750	\$335	\$425	\$200						
92	Perkins Cole	\$805	\$205	\$500	\$145						

	A	C	D	E	F	G	H	I	J	K	L
	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
93											
94	Phelps Dunbar	\$450	\$170	\$205	\$130	\$174	\$243	\$184	\$175		
95	Phillips Lytle	\$435	\$245	\$300	\$140	\$205	\$309	\$223	\$205	\$300	\$215
96	Polsinelli Shalton Welte Suelthaus	\$600	\$250	\$250	\$175						
97	Quarles & Brady	\$575	\$260	\$335	\$185	\$233	\$377	\$319	\$235	\$375	\$325
98	Reed Smith	\$825	\$350	\$510	\$200	\$374	\$558	\$395	\$350	\$525	\$385
99	Robinson & Cole	\$575	\$340	\$325	\$200	\$295	\$424	\$328	\$280	\$420	\$330
100	Roetzel & Andress	\$460	\$210	\$275	\$110	\$198	\$302	\$264	\$200	\$300	\$260
101	Rutan & Tucker	\$600	\$335	\$350	\$210						
102	Saul Ewing	\$750	\$315	\$485	\$180	\$273	\$426	\$357	\$255	\$415	\$365
103	Schnader Harrison Segal & Lewis	\$750	\$240	\$385	\$175						
104	Schulte Roth & Zabel	\$850	\$650	\$585	\$235	\$435	\$724		\$440	\$745	
105	Sheppard, Mullin, Richter & Hampton	\$795	\$425	\$550	\$260						
106	Shughart Thomson & Kilroy	\$475	\$235	\$225	\$160						
107	Shumaker, Loop & Kendrick	\$465	\$200	\$360	\$180	\$221	\$311	\$289	\$220	\$305	\$300
108	Sills Cummis Epstein & Gross	\$650	\$350	\$375	\$195						
109	Smith, Gambrell & Russell	\$575	\$250	\$345	\$175						
110	Snell & Wilmer	\$675	\$275	\$390	\$170	\$248	\$390				
111	Steptoe & Johnson PLLC	\$325	\$200	\$250	\$170						
112	Stinson Morrison Hecker	\$600	\$230	\$250	\$175	\$207	\$333	\$295	\$225	\$365	\$285
113	Stoel Rives	\$500	\$275	\$350	\$160	\$231	\$379	\$324	\$230	\$375	\$330
114	Strasburger & Price	\$560	\$225	\$395	\$200	\$234	\$367	\$326	\$223	\$363	\$322
115	Sullivan & Worcester	\$700	\$415	\$420	\$245	\$309	\$550	\$438	\$290	\$540	\$440
116	Sutherland Asbill & Brennan	\$715	\$375	\$415	\$215	\$292	\$511	\$335	\$280	\$500	\$305
117	Thacher Proffitt & Wood	\$785	\$525	\$495	\$275	\$353	\$674	\$428	\$365	\$700	\$395
118	Thompson & Knight	\$730	\$370	\$370	\$205	\$295	\$496	\$415	\$310	\$485	\$400
119	Thompson Coburn	\$580	\$265	\$370	\$170						
120	Ulmer & Berne	\$470	\$240	\$290	\$165	\$212	\$343	\$280			
121	Vedder, Price, Kaufman & Kammholz	\$650	\$335	\$410	\$205	\$281	\$430	\$372	\$370	\$425	\$365
122	Wiggin and Dana	\$590	\$295	\$350	\$195						
123	Williams Mullen	\$600	\$300	\$425	\$205						
124	Wilmer Cutler Pickering Hale and Dorr	\$1,000	\$475	\$495	\$215						
125	Winstead Sechrest & Minick	\$620	\$345	\$360	\$180						
126	Winston & Strawn	\$845	\$400	\$590	\$200	\$365	\$608	\$455	\$395	\$640	\$523
127	Womble Carlyle Sandridge & Rice	\$575	\$290	\$370	\$195	\$268	\$426	\$355	\$265	\$425	\$360

EXHIBIT "3"

THE WALL STREET JOURNAL.

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<http://www.wsj.com/articles/legal-fees-reach-new-pinnacle-1-500-an-hour-1454960708>

BUSINESS | LAW

Legal Fees Cross New Mark: \$1,500 an Hour

Billing rates for partners at elite corporate law firms keep rising, despite low inflation, weak demand



Documents filed in chapter 11 bankruptcy cases offer a rare public glimpse at the mounting hourly fees of law partners at elite corporate law firms. Above, the U.S. Bankruptcy Court in New York. PHOTO: BRENDAN MCDERMID/REUTERS

By **SARA RANDAZZO** and **JACQUELINE PALANK**

Updated Feb. 9, 2016 10:11 a.m. ET

The day of the \$1,500-an-hour lawyer has arrived.

Partners at some of the nation's top law firms are approaching—and, in a few cases, surpassing—that watershed billing rate, making the \$1,000-an-hour legal fees that once seemed so steep look quaint by comparison.

Despite low inflation and weak demand for legal services, rates at large corporate law firms have risen by 3% to 4% a year since the economic downturn, according to Citi Private Bank's Law Firm Group.

“We just raise them every year,” said John Altorelli, a finance lawyer at DLA Piper LLP in New York, who says the firm has set his rate at more than \$1,500 an hour. Mr. Altorelli, who filed for personal bankruptcy in 2014 to halt a legal battle with the estate of his former law firm, Dewey & LeBoeuf LLP, cracked the \$1,000-an-hour mark a decade ago. His fees have risen steadily ever since.

To soften the blow to clients, Mr. Altorelli does more than half his work on some kind of fixed-fee basis. “Using hourly rates is really anachronistic, but we still do it,” he said.

Raising rates ensures that law firms keep up with the competition and helps them wrest more money from clients, who routinely demand discounts for all but the most sensitive work.

“If you think of the rules of supply and demand, how in the world can they keep raising their rates?” said Jeff Carr, a former general counsel of oil-and-gas services and equipment company FMC Technologies who for years has been an outspoken opponent of hourly legal rates.

The rate creep has boosted law firms’ revenue at a time when many of them are under pressure from lower-cost legal-service providers and corporate clients that are keeping more legal work in-house. Revenue at law firms rose 4% last year, according to Wells Fargo Private Bank’s Legal Specialty Group, though demand rose just 0.5%.

“Lots of law firms will charge whatever the market can bear,” said the head of one of the nation’s 200 largest law firms.

Documents filed in chapter 11 bankruptcy cases offer a rare public glimpse at mounting fees. These court filings show the rates of partners specializing in corporate restructuring, as well as those with specialties like tax, litigation and corporate law.

A review of filings over the past three months in about two dozen bankruptcy cases shows that senior partners routinely charge between \$1,200 and \$1,300 an hour, with top rates at several large law firms exceeding \$1,400.

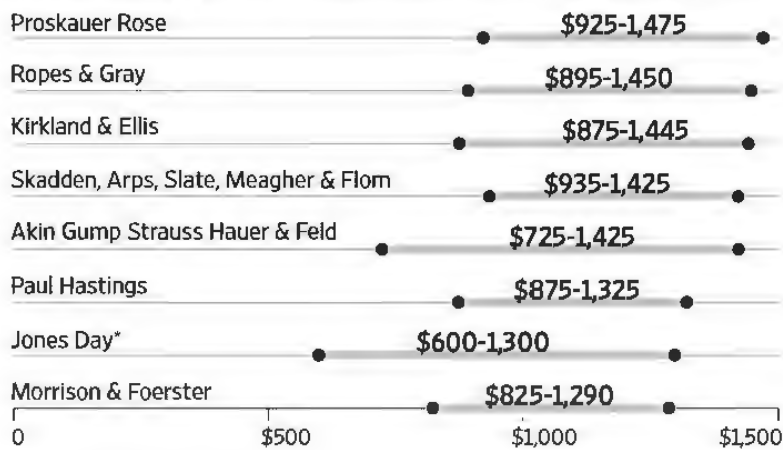
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

Kirkland & Ellis LLP’s top hourly billing rate is now \$1,445. And rates at two firms—Akin Gump Strauss Hauer & Feld LLP and Skadden, Arps, Slate, Meagher & Flom LLP—peak at \$1,425 an hour.

Representatives of the law firms declined to comment.

Top Billers

Hourly rates of partners at top U.S. law firms now approach \$1,500.



*Includes partners and of counsel

Source: Bankruptcy court filings

THE WALL STREET JOURNAL.

Martin Bienenstock, who leads Proskauer's restructuring practice, called the \$1,225 an hour he billed clients last year "a market rate similar to my peers at other firms," and said he charges the same rate for nonbankruptcy work.

"The clients have kept coming back and growing during my 38-year career," he

said in an email, adding that clients generally prefer dealing directly with senior lawyers versus younger associates with lower rates.

In disclosing their firmwide rate increases, many firms tell the courts it is a standard way of keeping pace with "economic and other conditions." These include rising fixed costs, such as real estate and salaries.

In theory, a law-firm partner's pay rises and falls with the success of the firm. But, as competition for top talent increases, many firms feel the need to guarantee salaries or ensure a partner's pay doesn't fall, even in down years.

Still, only elite lawyers can charge \$1,400 an hour or more. Such rates are found almost exclusively in New York and other major markets, and only in the least price-sensitive fields like mergers and acquisitions, restructuring, tax, antitrust and high-stakes litigation and appeals.

For lawyers at the very top of those fields, hourly rates can hit \$1,800 or even \$1,950.

"You have a very few people at the very top where price is almost no object," said legal consultant Bruce MacEwen, who likens it to the way celebrities, sports stars and best-selling authors are paid. "It is a talent market."

Most lawyers in the U.S. fall well below those high marks. In a survey of in-house legal departments by BTI Consulting Group, the average highest rate paid for

law-firm partners was \$875 an hour in 2015, up more than 27% from three years earlier. Of the respondents, 38% had paid more than \$1,000 an hour for a lawyer, and the highest rate those in the survey paid was \$1,600 an hour.

For many firms, the stated rate is simply a starting point in discussions with corporate law departments. As a result, said legal consultant Ward Bower of Altman Weil, “sophisticated” law firms tend to implement annual rate increases to offset clients’ requests for discounts.

Such discounts are becoming more commonplace. A decade ago, law firms could typically get clients to pay around 92% of their stated rates, according to Thomson Reuters Peer Monitor. Last year, that fell to less than 83%.

Smaller companies can get squeezed the most on fees, because they don’t send enough work to any one law firm to get the best deals.

Companies with \$4 billion or more in annual revenue were twice as likely as those with less than \$100 million in revenue to use some form of alternative fee, according to a survey from industry trade group the Association of Corporate Counsel.

Some industry watchers view the raise-and-discount approach with skepticism.

“If clients are pushing back on rates, the answer isn’t to raise them” and then ask for a discount, Mr. MacEwen said. “The answer is to provide better total value.”

Write to Sara Randazzo at sara.randazzo@wsj.com and Jacqueline Palank at jacqueline.palank@wsj.com

EXHIBIT "4"

LAFFEY MATRIX

History

Case Law

See the Matrix

Calculator

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT "5"

Hall Ambulance Service, Inc. adv. Stephens, Joey

Joey Stephens • 661-427-8721 • stephens.joey317@yahoo.com

Historic Cost

		\$14,903.35
Postage Cost		\$5.80
Created: 7/7/2023 at 12:36 PM		
Trialworks TaskCode	Payee	
Postage Cost	DocuSign	
Date Incurred		
7/7/2023		

Filing Fee		\$42.47
Created: 5/11/2023 at 11:21 AM		
Trialworks TaskCode	Description	
filing fee	OLINV#04955153 HA 5.1.23	
Date Incurred	Docs	
5/1/2023	 OLINV#04955153 HA 5.1.23.pdf	
Payee		
One Legal		

Filing Fee		\$42.93
Created: 5/11/2023 at 10:45 AM		

Trialworks TaskCode

filing fee

Date Incurred

5/1/2023

Payee

One Legal

Description

OLINV#04951956 HA 5.1.23

Docs OLINV#04951956 HA 5.1.23.pdf

Filing Fee

\$119.94*Created: 4/6/2023 at 1:05 PM***Trialworks TaskCode**

filing fee

Date Incurred

3/17/2023

Payee

One Legal

Description

OLINV#04839335 HA 3.17.23

Docs OLINV#04839335 HA 3.17.23.pdf

Filing Fee

\$22.19*Created: 4/6/2023 at 12:27 PM***Trialworks TaskCode**

filing fee

Date Incurred

3/17/2023

Payee

One Legal

Description

OLINV#04836453 HA 3.17.23

Docs OLINV#04836453 HA 3.17.23.pdf

Court Cost

\$72.00*Created: 3/31/2023 at 7:20 AM***Trialworks TaskCode**

costs

Description

Courtcall

Date Incurred

3/13/2023

Notes

HD: 3/10/23

Payee

Courtcall

Filing Fee

\$22.19*Created: 3/16/2023 at 1:50 PM***Trialworks TaskCode**

filing fee

Description

OLINV#04818346 HA 3.10.23

Date Incurred

3/10/2023

Docs OLINV#04818346 HA 3.10.23.pdf**Payee**

One Legal

Court Cost

\$72.00*Created: 3/1/2023 at 12:19 PM*

Trialworks TaskCode costs	Description Courtcall
Date Incurred 1/27/2023	Notes HD: 1/26/23
Payee Courtcall	

Filing Fee		\$83.65
<i>Created: 2/10/2023 at 11:56 AM</i>		
Trialworks TaskCode filing fee	Description OLINV#04671904 HA 1.13.23	
Date Incurred 1/13/2023	Docs  OLINV#04671904 HA 1.13.23.pdf	
Payee One Legal		

Filing Fee	\$73.35
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(Proof of Submission to the LWDA)

EXHIBIT "6"

(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 29, 2023, I served all interested parties in this action the following documents described as: **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:

BOUTIN JONES INC. Bruce M. Timm btimm@boutinjones.com Kimberly A. Lucia KLucia@boutinjones.com Andrew Ducart aducart@boutinjones.com 555 Capitol Mall, Suite 1500 Sacramento, CA <i>Attorneys for Defendant</i>	ABRAMSON LABOR GROUP William Zev Abramson Wza@abramsonlabor.com 11846 Ventura Blvd, Suite 100 Studio City, CA 91604 <i>Attorneys for Plaintiffs</i>
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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 29, 2023, at Woodland Hills, California.


Michelle Tanzer