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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE—HISTORIC COURTHOUSE**

JOHNNY DUARTE RODRIGUEZ,
JOSE SOTO, and ALEJANDRO
ESTRADA CASAREZ as individuals
and on behalf of others similarly
situated,

Plaintiffs,

vs.

WEST COAST MEDICAL TRANSPORTS
INC., a California Corporation; WEST
COAST MEDICAL TRANSPORTATION, a
California Corporation; JOSE PADILLA, and
individual, and DOES 1 through 70, Inclusive,

Defendants.

CASE NO.: CVRI2203488

**JOINT STIPULATION OF
SETTLEMENT AND RELEASE TO
SETTLE CLASS ACTION AND PAGA
RELEASE**

Department: 1
Judge: Harold Hopp

Action Filed: August 17, 2022
Trial Date: None set

CLASS ACTION SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED, by and among Plaintiffs JOHNNY DUARTE RODRIGUEZ, JOSE SOTO, and ALEJANDRO ESTRADA CASAREZ (“Plaintiffs”), on behalf of themselves and the Settlement Class Members, on the one hand, and Defendants WEST COAST MEDICAL TRANSPORTS INC.; WEST COAST MEDICAL TRANSPORTATION; and JOSE PADILLA, (collectively “Defendants”), on the other hand, subject to the approval of the Court, that the Action is hereby being compromised and settled pursuant to the terms and conditions set forth in this Class Action Settlement Agreement

(“Agreement”), and subject to the definitions, recitals and terms set forth herein, which by this reference become an integral part of this Agreement.

DEFINITIONS

1. “Action” means the matter of *Rodriguez, et al v. West Coast Medical Transports, Inc., et al* (Riverside County Case No. CVRI2203488), filed on August 17, 2022).

2. “Aggrieved Employees” means all current and former non-exempt employees of Defendants who worked in California from March 30, 2021 to the Date of the Order Granting Preliminary Approval.

3. “Class Counsel” means Kramer Brown Hui LLP.

4. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action, and actual expenses and costs incurred in connection with the Action paid from the Gross Settlement Amount.

5. “Class information” means information regarding Settlement Class Members that Defendants will in good faith compile from their records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Settlement Class Member’s full name; last known address; last known home telephone number if any; Social Security Number; start date of employment; end date of employment; and number of weeks in which work was performed for each Settlement Class Member during the Class Period. It shall be provided by Defendants to the Settlement Administrator within ten (10) calendar days of the Court’s approval of the Preliminary Settlement.

6. “Class Period” means the period from August 17, 2018 to through the date of preliminary approval.

7. “Class Representative Enhancement Award” means the amount that the Court authorizes to be paid to the Plaintiffs from the Gross Settlement Amount, in addition to their Individual Settlement Payment, in recognition of their effort and risk in assisting with the prosecution of the Action.

8. “Court” means the Riverside County Superior Court.

9. “Defendants’ Counsel” means Kaufman Dolowich LLP

1 10. “Employer Taxes” means the applicable employer-funded payroll taxes and
2 contributions attributable to the wage portions of the Individual Settlement Payments under
3 applicable law.

4 11. “Final Effective Date” means the date on which the Final Judgment becomes
5 effective. It will be the latest of: (i) should an objection be filed by a class member prior to the
6 Final Approval Hearing, the expiration date of the time for the filing or noticing of any form of
7 valid appeal from the Final Judgment by any Class Member who files an objection to the
8 settlement with the Court; or (ii) should no objection be filed, the date the Court executes the
9 Final Approval Order and enters the Final Judgment.

10 12. The “Final Judgment” shall mean and refer to the final judgment in the above
11 action. The Parties agree to submit as the Final Judgment the form attached hereto as **Exhibit**
12 **1**, subject to the missing information provided by the Parties and any changes required by the
13 Court.

14 13. “Gross Settlement Amount” means a non-reversionary fund in the sum of One
15 Hundred Thousand Dollars (\$100,000.00) to be paid collectively by Defendants, from which
16 all payments for the Individual Settlement Payments, Class Representative Enhancement
17 Award, PAGA payments, Settlement Administration Costs, and Class Counsel Award. The
18 Gross Settlement Amount is exclusive of the Employer Taxes, which are the separate
19 responsibility of Defendants.

20 14. “Individual Settlement Payment” means the amount payable from the Net
21 Settlement Amount to each Settlement Class Member who does not request to be excluded
22 from this Settlement.

23 15. “Individual PAGA Payment” means the Participating Class Member’s pro rata
24 share of the PAGA Penalties calculated according to the number of pay periods worked during
25 the PAGA Period.

26 16. “LWDA” means the California Labor and Workforce Development Agency, the
27 agency entitled, under Labor Code section 2699, subd. (i).

28 17. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the

LWDA under Labor Code section 2699, subd. (i).

18. “Net Settlement Amount” means the Gross Settlement Amount, less Class Counsel Award, Class Representative Enhancement Award, and Settlement Administrator Costs.

19. “Notice” means the Notice of Pendency of Class Action Settlement (substantially in the form attached as **Exhibit 2**).

20. “PAGA Hours Worked” means any time during which an Aggrieved Employee worked for Defendants for at least one hour, or portion thereof, during the PAGA Period.

21. “PAGA Period” means the period from March 30, 2021 to the to the Date of the Order Granting Preliminary Approval.

22. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.)

23. “PAGA Notice” means Plaintiff’s California Labor Workforce Development Agency (“LWDA”) letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

24. “PAGA Penalties” means \$1,000.00, which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$250.00) and the 75% to LWDA (\$750.00) in settlement of PAGA claims.

25. “Parties” means Plaintiffs and Defendants, collectively, and “Party” shall mean either Plaintiffs or Defendants.

26. “Payment Ratio” means the respective Total Weeks Worked for each Settlement Class Member divided by the sum of Total Weeks Worked for all participating Settlement Class Members.

27. “Release by Aggrieved Employees” means effective on the Date of the Order Granting Preliminary Approval, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged based on the PAGA Period facts stated in the Operative Complaint

1 and Plaintiff's PAGA Notice including California Labor Code sections §§ 201, 202, 203, 226,
2 226.3, 226.7, 510, 512, 558, 558.1, 1182.12, 1193, 1194, 1194.2, 1197.1, 2802, and IWC
3 Order No. 9 §§ 3, 4, 6, 10, 11, and derivative claims which reasonably could have been alleged
4 based on the PAGA Period facts in the Operative Complaint and Plaintiff's PAGA Notice, for
5 the time from March 30, 2021 to the Date of the Order Granting Preliminary Approval

6 28. "Released Claims" means any and all claims, demands, rights, liabilities,
7 obligations, restitution, equitable relief, punitive damages, expenses, damages, and/or causes of
8 action of any nature or description, against the Released Parties that were asserted in the
9 Action, or any and all claims that could have been asserted against the Released Parties under
10 state, federal, or local law, whether statutory or common law arising out of the same factual
11 allegations and legal theories expressly pleaded in the Action and all other claims not pled, but
12 based upon the same factual allegations, such as those under the California Labor Code,
13 applicable Wage Orders, regulations, and/or other provisions of law, that could have been
14 pleaded based on the same facts pleaded in the Action for unpaid wages (including without
15 limitation, minimum wage, overtime and double time pay), liquidated damages arising from
16 alleged failure to pay minimum wages, claims for non-compliant meal and/or rest periods,
17 claims of late/untimely payment of wages upon separation of employment, inaccurate itemized
18 wage statements, violation of Business and Professions Code §17200, et seq., interest, and
19 attorney's fees.

20 29. "Released Parties" means Defendants and each of their respective officers,
21 directors, employees, and agents.

22 30. "Response Deadline" means the date 45 days after the Settlement Administrator
23 mails the Notice to Settlement Class Members and the last date on which Settlement Class
24 Members may postmark written requests for exclusion or a Notice of Objection to the
25 Settlement.

26 31. "Settlement" means the disposition of the Action pursuant to this Agreement.

27 32. "Settlement Administration Costs" means the amount to be paid to the
28 Settlement Administrator from the Gross Settlement Amount for administration of this

1 Settlement.

2 33. "Settlement Administrator" means Phoenix.

3 34. "Settlement Class Members" means all current and former non-exempt, hourly
4 paid medical transportation drivers who were directly employed by Defendants from August
5 17, 2018 to the date of preliminary approval, except for those individuals who previously
6 signed releases of the claims pled in Plaintiffs' operative complaint.

7 35. "Total Weeks Worked" means the number of weeks in which Settlement Class
8 Members worked during the Class Period, as provided by Defendants' counsel.

9 **RECITALS**

10 36. Procedural History. On August 17, 2022, Plaintiffs filed their initial class action
11 complaint for (1) unpaid wages; (2) failure to provide bona fide meal breaks; (3) failure to
12 authorize and permit bona fide rest breaks; (4) failure to reimburse expenses; (5) failure to pay
13 all wages upon separation; (6) failure to pay split shift pay; and (7) unfair competition.

14 37. On December 14, 2022, Plaintiffs filed their First Amended Complaint, adding
15 a claim for penalties under the PAGA.

16 38. On September 5, 2023, the parties mediated the case with the Hon. James
17 DiCesare (Ret.). Prior to the mediation, Defendants provided some documents related to their
18 financial condition and Plaintiffs had an accountant review those documents. Neither
19 corporate Defendant was still in operation. The mediation was not successful.

20 39. Plaintiffs elected to continue discovery to determine whether there were other
21 entities that could be responsible as joint or subsequent employers. Plaintiffs deposed Jose
22 Padilla and Eduardo Diaz. Plaintiffs retained a private investigator to research Defendants'
23 assets. In the end, Plaintiffs' counsel concluded that Defendants were largely insolvent and
24 elected to work on settlement.

25 **TERMS OF AGREEMENT**

26 40. Stipulation to Class Certification for Settlement Only. The Parties stipulate to
27 certify a class of Settlement Class Members (as defined in this Agreement), for purposes of
28 settlement only and for no other purpose, with Defendants maintaining unimpaired all their

1 defenses to class certification for all other purposes. Defendants contend that the facts do not
2 justify class, collective, or representative treatment under the governing legal standards. For
3 purposes of settling the Action only, the Parties conditionally agreed that the requirements for
4 establishing class certification have been met with respect to the Settlement Class Members. If
5 the Court does not grant either preliminary or final approval of the Settlement, the fact that the
6 Parties were willing to stipulate to class certification for purposes of this Agreement shall not
7 have any bearing on, or be admissible in connection with, the issue of whether any class should
8 be certified in a non-settlement context. It is not, and it should not be construed as, any
9 admission of fact or law in this Action or any other matter that class, collective, or
10 representative treatment is appropriate. If the Final Effective Date, as defined herein, does not
11 occur, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever,
12 shall not be referred to or used for any purpose whatsoever, and Defendants shall retain the
13 right to challenge the propriety of class certification or to affirmatively move to deny class
14 certification, for any purpose.

15 41. Release As to All Settlement Class Members and Covenant Not to Sue. As of
16 the Final Effective Date, Plaintiffs and the Settlement Class Members who are not excluded
17 from this Settlement, on behalf of themselves and each of their heirs, representatives,
18 successors, assigns and attorneys, hereby release and discharge Defendants and Released
19 Parties from the Released Claims as consideration for Defendants' payment of the Gross
20 Settlement Amount and Employer's Taxes necessary to effectuate the Settlement. This
21 Settlement is expressly conditioned upon an intention by the Parties that Settlement Class
22 Members will be barred from participating in any proceeding seeking damages or penalties as
23 to all the Released Claims as defined in this Agreement.

24 42. Plaintiffs' Individual General Release. Additionally, Plaintiffs, on behalf of
25 themselves and their heirs, representatives, successors, and assigns release and discharge the
26 Released Parties, and each of their past, present, and future respective affiliates, parents,
27 subsidiaries, predecessors, successors, divisions, joint ventures, and assigns, and each of these
28 entities' past or present directors, officers, employees, partners, members, principals, agents,

1 insurers, co-insurers, re-insurers, shareholders, attorneys, accountants, auditors, consultants,
2 labor contractors, pension and welfare benefit plans, plan fiduciaries, administrators, trustees,
3 and personal or legal representatives, from any and all claims, demands, rights, liabilities and
4 causes of action of every nature and description whatsoever, known or unknown, asserted or
5 unasserted, whether in tort, contract, or for violation of any state or federal statute, rule,
6 ordinance or regulation arising out of, relating to, or in connection with any act or omission by
7 or on the part of any of the Released Parties prior to the execution of this Agreement. Plaintiffs
8 stipulate and agree that they expressly waive and relinquish, to the fullest extent permitted by
9 law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any
10 comparable provision under federal or state law, which provides:

11 **A general release does not extend to claims that the creditor**
12 **or releasing party does not know or suspect to exist in his or**
13 **her favor at the time of executing the release and that, if**
14 **known by him or her, would have materially affected his or**
15 **her settlement with the debtor or released party.**

16 Plaintiffs may hereafter discover facts in addition to or different from those they now
17 know or believe to be true with respect to the subject matter of any claims, but shall be deemed
18 to have, and by operation of the Final Judgment to have, fully, finally, and forever settled and
19 released any and all claims, whether known or unknown, suspected or unsuspected, contingent
20 or non-contingent, which now exist, or heretofore have existed, upon any theory of law or
21 equity now existing or coming into existence in the future, including, but not limited to,
22 conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or
23 rule, without regard to the subsequent discovery or existence of such different or additional
24 facts. Nonetheless, Plaintiffs waive and relinquish any and all rights and protections afforded
25 to him under Section 1542 of the California Civil Code.

26 43. Tax Liability. The Parties make no representations as to the tax treatment or
27 legal effect of the payments called for hereunder, other than that employee-side payroll taxes
28 are to be withheld from the portion of the Individual Settlement Payments classified as wages.
The responsibility for any employee-side taxes withheld from any Individual Settlement
Payment lies with the individual Settlement Class Member receiving such Individual

1 Settlement Payment. Except as specifically detailed herein, Settlement Class Members are not
2 relying on any statement or representation by the Parties with respect to the taxability of any
3 other Individual Settlement Payments.

4 44. Notice and Preliminary Approval of Settlement. As part of this Settlement,
5 Plaintiffs will request that the Court: (a) grant preliminary approval of the Settlement, (b)
6 certify a Settlement Class, (c) approve distribution of Notice to Settlement Class Members, and
7 (d) grant final approval of the Settlement. Plaintiffs shall request a hearing before the Court to
8 obtain preliminary approval of the Settlement. In conjunction with the hearing, Plaintiffs will
9 submit this Agreement, which sets forth the terms of this Settlement, and will include a
10 proposed Notice, as necessary to implement the Settlement. Class counsel will prepare the
11 Motion for Preliminary Approval.

12 45. Duties of the Settlement Administrator. The Parties have selected Phoenix. as
13 the Settlement Administrator. Administration of the Settlement shall include, but is not limited
14 to, translating the Notice to Settlement Class Members into Spanish; distributing and
15 responding to inquiries about the Notice; providing reports of opt-outs, objections, and related
16 information to Class Counsel and Defendants' counsel; calculating the Individual Settlement
17 Payment to each Settlement Class Member and associated taxes and withholdings; providing
18 declarations as needed for Final Approval of the Settlement; generating the Individual
19 Settlement Payment checks and related tax reporting forms; doing administrative work related
20 to any unclaimed checks and redistribution of the amount of unclaimed checks in accordance
21 with this Agreement; transmitting payment to Class Counsel for the Court-approved Class
22 Counsel Award; distributing the Class Representative Enhancement Awards; and otherwise
23 ensuring the terms of this Agreement are achieved.

24 46. Settlement Administration. Within five (5) calendar days after the Court grants
25 preliminary approval of this Agreement, Defendants shall provide the Settlement
26 Administrator with the Class Information for purposes of mailing the Notice to Settlement
27 Class Members.

28 a. Notice By First Class U.S. Mail with Business Reply Mail Postage.

1 Upon receipt of the Class Information, the Settlement Administrator will
2 perform a search based on the National Change of Address Database to update
3 and correct any known or identifiable address changes. Within fifteen (15)
4 calendar days of the order granting preliminary approval, the Settlement
5 Administrator shall mail copies of the Notice to all Settlement Class Members
6 via regular First-Class U.S. Mail. The Settlement Administrator shall exercise
7 its best judgment to determine the current mailing address for each Settlement
8 Class Member. The address identified by the Settlement Administrator as the
9 current mailing address shall be presumed to be the best mailing address for
10 each Settlement Class Member.

11 i. Undeliverable Notices. Any Notice returned to the Settlement
12 Administrator as non-delivered on or before the Response Deadline
13 shall be re-mailed to the forwarding address affixed thereto. If no
14 forwarding address is provided, the Settlement Administrator shall
15 promptly attempt to determine a correct address by use of skip-
16 tracing, or other search using the name, address and/or Social
17 Security number of the respective Settlement Class Member and
18 perform a re-mailing if another mailing address is identified by the
19 Settlement Administrator. If a Settlement Class Member's Notice is
20 returned to the Settlement Administrator more than once as non-
21 deliverable on or before the Response Deadline, then an additional
22 Notice need not be re-mailed, and the Settlement Class Member is
23 deemed to have received Notice.

24 b. No Claim Form Necessary. All Settlement Class Members who do not
25 request to be excluded from the Settlement will receive Individual Settlement
26 Payments from the Net Settlement Amount; submission of a claim form is not
27 necessary to receive an Individual Settlement Payment. Estimated Individual
28 Settlement Payments will be stated in the Notice.

i. Disputes Regarding Individual Settlement Payments. Settlement Class Members will have the opportunity, should they disagree with Defendants' records regarding their employment dates or Total Weeks Worked, to provide documentation and/or an explanation to correct the information and seek modification of their estimated Individual Settlement Payments. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be final and binding upon the Settlement Class Members and the Parties.

ii. Disputes Regarding Administration of Settlement. Any disputes not resolved concerning the administration of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

c. Exclusions. The Notice shall state that Settlement Class Members who wish to exclude themselves from the Settlement must submit a written request for exclusion by the Response Deadline. The written request for exclusion must: (1) contain the name, address, and telephone number of the person requesting exclusion, (2) be signed by the Settlement Class Member; (3) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address; and (4) state the Settlement Class Member's intent to request exclusion, opt out, or words to that effect. If a signed request for exclusion is not timely submitted stating the name and address of the Settlement Class

1 Member, it will not be deemed valid for exclusion from this Settlement. The
2 date of the postmark on the return mailing envelope of the request for exclusion
3 shall be the exclusive means used to determine whether the request for
4 exclusion was timely submitted. Any Settlement Class Member who requests to
5 be excluded from the Settlement Class will not be entitled to any recovery under
6 the Settlement and will not be bound by the terms of the Settlement or have any
7 right to object, appeal or comment thereon. Settlement Class Members who fail
8 to submit a valid and timely written request for exclusion on or before the
9 Response Deadline shall be bound by all terms of the Settlement and any
10 judgment (including the Final Judgment) entered in this Action if the Settlement
11 is finally approved by the Court.

12 i. No later than ten (10) calendar days after the Response Deadline,
13 the Settlement Administrator shall provide counsel for the Parties
14 with a complete list of all Settlement Class Members who have
15 timely submitted written requests for exclusion. At no time shall any
16 of the Parties or their counsel seek to solicit or otherwise encourage
17 members of the Settlement Class to submit requests for exclusion
18 from the Settlement.

19 ii. No later than thirty (30) calendar days after the Response
20 Deadline, the Settlement Administrator will provide Defendants with
21 an accounting of all payments and awards payable from the Gross
22 Settlement Amount.

23 d. Objections. The Notice shall state that Settlement Class Members who
24 wish to object to the Settlement may mail to the Settlement Administrator a
25 written statement of objection (“Notice of Objection”) by the Response
26 Deadline. The date of the postmark on the return envelope shall be the exclusive
27 means for determining whether a Notice of Objection was timely submitted.
28 The Notice of Objection must be signed by the Settlement Class Member and

1 state: (1) the full name of the Settlement Class Member, and (2) the specific
2 basis for the objection. Class Counsel shall include all objections received and
3 Plaintiffs' response(s) with Plaintiffs' motion for final approval of the
4 Settlement. Any of the Settlement Class Members will have a right to have their
5 objections heard at the Final Approval/Settlement Fairness Hearing. Class
6 Counsel shall not represent any Settlement Class Members with respect to any
7 such objections.

8 e. Reports by Settlement Administrator. Within ten (10) calendar days
9 following the Response Deadline, the Settlement Administrator shall provide a
10 written report to all Parties' counsel noting the number of Notices sent, the
11 number which were returned as undeliverable (after following the follow-up
12 procedure as described herein), and the number of valid requests for exclusion
13 and Objections by Settlement Class Members received. Prior to the due date for
14 this report, the Settlement Administrator will reasonably respond to requests
15 from any Party's counsel for a report on the status of the notice and settlement
16 administration process and shall also provide regular updates to all counsel.

17 f. No Solicitation of Settlement Objections or Exclusions. The Parties
18 agree to use their best efforts to carry out the terms of this Settlement. At no
19 time shall any of the Parties or their counsel seek to solicit or otherwise
20 encourage Settlement Class Members to submit either Notices of Objection to
21 the Settlement or requests for exclusion from the Settlement, or to appeal from
22 the Court's Final Judgment.

23 47. Funding and Allocation of Gross Settlement Amount. Defendants shall pay
24 \$100,000 towards the Gross Settlement Amount. The Gross Settlement Amount of \$100,000
25 to be deposited in an interest-bearing account set up by the Settlement Administrator in two
26 separate installment payments; the first installment of \$50,000 to be deposited no later than
27 thirty days after the Court grants preliminary approval of the settlement, and the second
28 installment of \$50,000 to be deposited within 120 days of the first installment payment.

1 Payments from the Gross Settlement Amount shall be made, as specified in this Agreement
2 and approved by the Court, for: (1) Individual Settlement Payments to Settlement Class
3 Members who do not request to be excluded, (2) Class Representative Enhancement Award,
4 (3) Class Counsel Award, (4) PAGA payments to the LWDA and Aggrieved Employees; and
5 (5) the Settlement Administration Costs.

6 a. Individual Settlement Payments. Individual Settlement Payments will be
7 paid from the Net Settlement Amount and shall be paid pursuant to the terms set
8 forth herein. Individual Settlement Payments shall be mailed by regular First-
9 Class U.S. Mail to the respective Settlement Class Member's last known
10 mailing address within 10 business days after the Effective Date. Individual
11 Settlement Payments will be allocated as follows: 20% as wages (subject to W-
12 2 IRS withholdings and employee-side payroll taxes). Defendants shall pay the
13 employer's share of any payroll taxes or withholdings separate and apart from
14 the Gross Settlement Amount), and the balance as penalties and interest (to be
15 reported on 1099s). Any checks issued to Settlement Class Members shall
16 remain valid and negotiable for one hundred and eighty (180) days from the
17 date of their issuance.

18 i. Calculation of Individual Settlement Payments. Defendants will
19 provide the Settlement Administrator with sufficient information to
20 calculate available Individual Settlement Payments to all Settlement
21 Class Members. This information includes the dates of employment
22 of each Settlement Class Member and the number of weeks in which
23 each Settlement Class Member performed work. For each Settlement
24 Class Member, the Total Weeks Worked will be calculated. The
25 respective Total Weeks Worked for each Settlement Class Member
26 will be divided by the Total Weeks Worked for all Settlement Class
27 Members, resulting in the Payment Ratio for each Settlement Class
28 Member. Each Settlement Class Member's Payment Ratio is then

1 multiplied by the Net Settlement Amount to determine his or her
2 Individual Settlement Payment. Each Individual Settlement Payment
3 will be reduced by any legally mandated deductions or withholdings
4 for each Settlement Class Member. Settlement Class Members are
5 not eligible to receive any compensation under the Settlement other
6 than Individual Settlement.

7 b. Unclaimed Funds. In accordance with the Court's Case Management
8 Order, the Parties have agreed that any unpaid cash residue or unclaimed or
9 abandoned class member funds, plus any accrued interest that has not otherwise
10 been distributed pursuant to order of this Court, shall be paid to the Settlement
11 Class Members who have cashed their checks, in proportion to their recovery
12 from the Gross Settlement Amount.

13 c. Class Representative Enhancement Award. Subject to Court approval, in
14 exchange for the release of all Released Claims, a general release under Section
15 1542 of the California Civil Code, and for their time and effort in bringing and
16 prosecuting this matter, Plaintiffs shall be paid from the Gross Settlement
17 Amount up to Two Thousand Five Hundred Dollars (\$2,500.00) each, subject to
18 Court approval. The Class Representative Enhancement Award shall be paid to
19 Plaintiffs from the Gross Settlement Amount no later than 10 calendar days
20 following the date on which the Settlement is funded in accordance with
21 Paragraph 46. Any portion of the requested Class Representative Enhancement
22 Award that is not awarded to the Class Representative shall be part of the Net
23 Settlement Amount and shall be distributed to Settlement Class Members as
24 provided in this Agreement. The Settlement Administrator shall issue an IRS
25 Form 1099 – MISC to Plaintiffs for their Class Representative Enhancement
26 Award. Plaintiffs shall be solely and legally responsible to pay all applicable
27 taxes on his Class Representative Enhancement Award and shall hold harmless
28 Defendants and Released Parties from any claim or liability for taxes, penalties,

1 or interest arising because of the Class Representative Enhancement Award.

2 The Class Representative Enhancement Award shall be in addition to the
3 Plaintiffs' Individual Settlement Payment as a Settlement Class Member.

4 d. Class Counsel Award. Class Counsel may apply for an award of
5 attorneys' fees not to exceed \$25,000, or one-quarter of the Gross Settlement
6 Amount. Class Counsel may apply for an award of the reimbursement of actual
7 costs of up to \$20,000, subject to submission of records to the Court, associated
8 with Class Counsel's prosecution of this Action from the Gross Settlement
9 Amount, and Class Counsel agrees not to appeal any award of attorneys' fees or
10 costs. Any portion of the requested Class Counsel Award that is not awarded to
11 Class Counsel shall be part of the Net Settlement Amount and distributed to
12 Settlement Class Members as provided in this Agreement. So long as there are
13 no objections, Class Counsel shall be paid any Court-approved fees and costs no
14 later than 10 calendar days after the Final Effective Date. Class Counsel shall be
15 solely and legally responsible to pay all applicable taxes on the payment made
16 pursuant to this paragraph. The Settlement Administrator shall issue an IRS
17 Form 1099 – MISC to Class Counsel for the payments made pursuant to this
18 paragraph. This Settlement is not contingent upon the Court awarding Class
19 Counsel any particular amount in attorneys' fees and costs.

20 e. Settlement Administration Costs. The Settlement Administrator shall be
21 paid for the costs of administration of the Settlement from the Gross Settlement
22 Amount. The capped cost of administration for this Settlement is xx Dollars
23 (\$xxx). The Settlement Administrator shall provide the Parties with a
24 declaration to support the cost of administration. The Settlement Administrator
25 shall be paid the Settlement Administration Costs no later than ten (10) calendar
26 days following the date on which the settlement is funded in accordance with
27 Paragraph 46. The Settlement Administrator, on Defendants' behalf, shall have
28 the authority and obligation to make payments, credits and disbursements,

1 including in the manner set forth herein, to Settlement Class Members,
2 calculated in accordance with the methodology set out in this Agreement and
3 orders of the Court.

4 i. The Parties agree to cooperate in the Settlement Administration
5 process and to make all reasonable efforts to control and minimize
6 the costs and expenses incurred in administration of the Settlement.
7 The Parties each represent they do not have any financial interest in
8 the Settlement Administrator or otherwise have a relationship with
9 the Settlement Administrator that could create a conflict of interest.

10 ii. The Settlement Administrator shall be responsible for:
11 processing and mailing payments from Defendants to the Plaintiffs,
12 Class Counsel, Settlement Class Members, printing and mailing the
13 Notice to the Settlement Class Members, as directed by the Court;
14 receiving and reporting the requests for exclusion and Notices of
15 Objection submitted by Settlement Class Members; distributing all
16 tax forms for payments under this Agreement; providing
17 declaration(s) and reports as necessary in support of preliminary and
18 final approval of this Settlement; and other tasks as the Parties
19 mutually agree or the Court orders the Settlement Administrator to
20 perform both before and after distribution of the Gross Settlement
21 Amount. The Settlement Administrator shall keep the Parties timely
22 apprised of the performance of all Settlement Administrator
23 responsibilities.

24 f. No person shall have any claim against Defendants, Defendants'
25 Counsel, Plaintiffs, Settlement Class Members, Class Counsel or the Settlement
26 Administrator based on distributions and payments made in accordance with
27 this Agreement.

28 48. Final Settlement Approval Hearing and Entry of Final Judgment. Upon

1 expiration of the Response Deadline, with the Court's permission, a Final Approval/Settlement
2 Fairness Hearing shall be conducted to determine final approval of the Settlement along with
3 the amount properly payable for (i) the Class Counsel Award, (ii) the Class Representative
4 Enhancement Award, (iii) Individual Settlement Payments, and (iv) the Settlement
5 Administration Cost. Pursuant to California Rule of Court 3.769(h), after granting final
6 approval, the Court shall retain jurisdiction over the Parties to enforce the terms of the
7 judgment.

8 49. Size Estimates and Escalator Clause. Based on its records, Defendants estimates
9 that, as of the date of this Settlement Agreement, (1) there are 187 Class Members and 7,813
10 Total Workweeks during the Class period and (2) there were 75 Aggrieved Employees who
11 worked 1,471 Pay Periods during the PAGA Period. If the Total Workweeks in the Class Period
12 increases by more than 15% then the Gross Settlement Amount shall be increased by the
13 percentage in excess of 15% (i.e., if the Total Workweeks increase by 16% then the Gross
14 Settlement Amount shall be increased by 1%). If the Gross Settlement Amount increases under this
15 escalator clause, then any consideration paid pursuant to this term shall entirely become part of the
16 Net Settlement Amount and will not increase the attorneys' fees sought by Plaintiffs' Counsel.

17 50. Option to Terminate Settlement. If more than three percent (3%) of all
18 Settlement Class Members, or Settlement Class Members representing three percent (3%) or
19 more of the Total Weeks Worked, submit written requests for exclusion from the Settlement,
20 Defendants shall have, in their sole discretion, the option to terminate this Settlement. In such
21 case, Defendants' Counsel will notify Class Counsel of the decision to terminate the
22 Settlement within 10 calendar days following a final report by the Settlement Administrator of
23 the number of requests for exclusion. Further, to the extent Defendants has made any payments
24 under this Agreement, all payments shall be fully refunded to Defendants, except that any fees
25 already incurred by the Settlement Administrator shall be paid Defendant, and the Parties shall
26 proceed in all respects as though this Agreement had not been executed.

27 51. Nullification of Settlement Agreement. In the event: (i) the Court does not enter
28 an order for preliminary approval; (ii) the Court does not enter an order for final approval; (iii)

the Court does not enter a Final Judgment, (iv) the Effective Date is not triggered, or (v) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such case, Defendants shall not make any payment under this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by the Parties in equal shares. In such a case, this Agreement or its related exhibits is not admissible in evidence, nor may it be used in discovery.

52. No Effect or Trigger on Employee Benefits. Amounts paid to Plaintiffs or other Settlement Class Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not trigger or have any effect on the eligibility for, or calculation of, any of the employee earnings, benefits (e.g., vacations, holiday pay, retirement plans, etc.) or bonuses of the Plaintiffs or Settlement Class Members.

53. No Admission by Defendants. This Agreement is entered into in compromise of disputed claims. Defendants deny all claims alleged in this Action and denies all wrongdoing whatsoever, including, but not limited to, any liability as to Plaintiffs or the Settlement Class Members. This Agreement is not a concession or admission of any liability or wrongdoing by Defendants, and it shall not be used against Defendants as an admission with respect to any claim of fault, concession or omission by Defendants in this or any other proceeding.

54. Exhibits and Headings. The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. The exhibits to this Agreement are an integral part of the Settlement; however, the terms of this Agreement control in case of conflict. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only.

55. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

1 56. Amendment or Modification. This Agreement may be amended or modified
2 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

3 57. Entire Agreement. This Agreement and the attached exhibits constitute the
4 entire Agreement among these Parties, and no oral or written representations, warranties or
5 inducements have been made to any Party concerning this Agreement or its exhibits other than
6 the representations, warranties and covenants contained and memorialized in the Agreement
7 and its exhibits.

8 58. Authorization to Enter into Settlement Agreement. While the decision to enter
9 this Agreement is the Parties' alone, Counsel for the Parties warrant and represent they have
10 been and are expressly authorized by the Party whom they each represent to negotiate this
11 Agreement, and to take all appropriate actions required or permitted to be taken by such Parties
12 pursuant to this Agreement to effectuate its terms, and to execute any other documents required
13 to effectuate the terms of this Agreement, following the Parties' execution of this Agreement.
14 The Parties and their counsel will cooperate with each other and use their best efforts to effect
15 the implementation of the Settlement. In the event the Parties are unable to reach an agreement
16 on the form or content of any document needed to implement the Settlement, or on any
17 supplemental provisions that may become necessary to effectuate the terms of this Settlement,
18 the Parties may seek the assistance of the Court or mediator to resolve such disagreement. The
19 person signing this Agreement on behalf of Defendants represents and warrants that he/she is
20 authorized to sign this Agreement on behalf of Defendants The person signing this Agreement
21 on behalf of Plaintiffs represents and warrants that he is authorized to sign this Agreement and
22 that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-
23 party.

24 59. Notices. Unless otherwise specifically provided herein, all notices required to
25 be sent under this Agreement may be sent by e-mail and U.S. mail to the Parties' counsel at the
26 following addresses:

27 To Class Counsel:
28 Jennifer Kramer (jennifer@kbhllp.com)
 KRAMER BROWN HUI LLP

3600 Wilshire Blvd., Suite 1908
Los Angeles, CA 90010

To Defendants' Counsel:

Steve Belilove (sbelilove@kaufmandolowich.com)
Kevin Barlev (Kevin.Barlev@kaufmandolowich.com)
KAUFMAN DOLOWICH
11111 Santa Monica Blvd., Suite 850
Los Angeles, California 90025

60. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

61. California Law Governs. All terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

62. Counterparts. This Agreement may be executed in one or more counterparts and/or electronically. All executed counterparts together shall be deemed to be one and the same instrument.

63. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action under the circumstances unique to the Parties and have arrived at this Settlement after extensive arms-length negotiations, considering all relevant factors, present and potential.

64. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h), the Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

65. Invalidity of Any Provision. If any word, paragraph, clause, or portion of this Agreement is deemed illegal or unenforceable, it shall be stricken, and the remainder of the Agreement shall be enforced. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent

with applicable precedents to define all provisions of this Agreement valid and enforceable.

PLAINTIFF

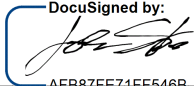
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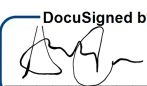
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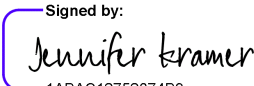
PLAINTIFF

Date: 7/17/2025

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Alejandro Estrada Casarez

CLASS COUNSEL
KRAMER BROWN HUI LLP

Date: 7/17/2025

Signed by:

1ABAC12752074B3...
Jennifer Kramer
Attorneys for the Settlement Class Members

WEST COAST MEDICAL TRANSPORTS, INC.

Date:

[Add Name]
[Add Title]

WEST COAST MEDICAL TRANSPORTATION

Date:

[Add Name]
[Add Title]

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DEFENDANT JOSE PADILLA

Date: _____

Jose Padilla

**DEFENDANTS' COUNSEL
KAUFMAN DOLOWICH LLP**

Date: _____

Steve R. Belilove
Kevin R. Barlev
Attorneys for Defendants