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

SYDNEY BRIEN, individually, and on
behalf of other members of the general
public similarly situated;
Plaintiff,

vs.

MISSION AMBULANCE, INC., a
California corporation; and DOES 1
through 100, inclusive,
Defendants.

Case No. CVRI2203269

Honorable Harold W. Hopp
Department 1

CLASS ACTION

**DECLARATION OF HELENE MAYER IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: June 30, 2025
Time: 8:30 a.m.
Department: 1

Complaint Filed: August 4, 2022
Trial Date: None Set

DECLARATION OF HELENE MAYER

I, Helene Mayer, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers for Justice, PC, attorneys of record for Plaintiff Sydney Brien (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On May 31, 2022, Plaintiff provided written notice by certified mail to the Labor and Workforce Development Agency (“LWDA”) and Mission Ambulance, Inc. (“Defendant”) of the specific provisions of the California Labor Code that were alleged to be violated (“PAGA Notice”) thereby commencing LWDA Case No. LWDA-CM-886536-22. Marked and attached hereto as “EXHIBIT 1” is a true and correct copy of Plaintiff’s PAGA Notice

3. On August 4, 2022, Plaintiff filed a putative Class Action Complaint for Damages in Riverside County Superior Court, thereby commencing the above-captioned lawsuit.

4. On August 4, 2022, Plaintiff Sydney Brien filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“PAGA Complaint”) against Defendant in the case entitled *Sydney Brien v. Mission Ambulance, Inc.*, Riverside County Superior Court Case No. CVSW2205165, for civil penalties under PAGA.

5. On October 13, 2022, Defendant filed its Answer to Plaintiff’s Class Action Complaint for Damages.

6. On October 13, 2022, Defendant filed its Answer to Plaintiff’s Complaint for Enforcement Under the Private Attorneys General Act.

THE PROPOSED SETTLEMENT

7. Marked and attached hereto as “EXHIBIT 2” is a true and correct copy of the Class Action and PAGA Settlement and Release of Claims (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant, on the other hand (together, the “Parties”). The Parties and their counsel have approved the proposed Notice of Class Action

1 Settlement (“Class Notice”), which is attached to the Settlement Agreement as “Exhibit A,”
2 proposed Exclusion Form, which is attached to the Settlement Agreement as “Exhibit B,” proposed
3 Objection Form, which is attached to the Settlement Agreement as “Exhibit C,” (collectively,
4 “Notice Packet”) and respectfully request that the Court approve them as well.

5 8. Based on information provided by Defendant as of April 2025, the Class is estimated
6 to consist of approximately 461 individuals, the Workweeks are estimated to be 64,000, and the
7 Aggrieved Employees are estimated to consist of 360 individuals.

8 9. The Settlement provides for a Total Settlement Fund of \$650,000.00 to be paid in
9 two payments on a non-reversionary basis. Defendant will pay \$325,000.00 (“Payment 1”) within
10 30 calendar days after the Effective Date. Defendant will pay the remaining \$325,000.00 (“Payment
11 2”) no later than 6 months after Payment 1 is deposited. The Net Settlement Amount is the Total
12 Settlement Fund less the following amounts, subject to approval by the Court: Attorneys’ Fees of up
13 to \$227,500.00 (if the Total Settlement Fund remains \$650,000.00) and Costs not to exceed
14 \$30,000.00 to Class Counsel, Enhancement Award to Plaintiff of \$7,500.00, Settlement
15 Administration Costs to the Settlement Administrator not to exceed \$15,000.00, and the PAGA
16 Penalty Amount of \$75,000.00. Assuming that the amounts allocated under the Settlement toward
17 these payments are awarded by the Court, the Net Settlement Amount that will be available for
18 distribution to Settlement Class Members is currently \$295,000.00. Additionally, 25% of the PAGA
19 Penalty Amount (i.e., Aggrieved Employee Amount), which is \$18,750.00 out of \$75,000.00, will
20 be distributed to the Aggrieved Employees, for their respective portion of the Aggrieved Employee
21 Amount. The Total Settlement Fund will be fully distributed in accordance with the terms of the
22 Settlement and there is no reversion to Defendant.

23 10. The Settlement Agreement provides for Class Counsel to apply for attorneys’ fees in
24 an amount of up to 35% of the Total Settlement Fund (i.e., \$227,500.00, if the Total Settlement Fund
25 remains \$650,000.00) and expenses and costs of not more than \$30,000.00, which will be paid out
26 of the Total Settlement Fund, subject to approval by the Court. It should be noted that Class Counsel
27 has borne all of the risks and costs of litigation and will not receive any compensation until recovery
28 is obtained. A description of the qualifications of Class Counsel, the work performed by Class

Counsel, and the results achieved by Class Counsel in this matter can be found in paragraphs 14 through 22, *infra*.

11. The Settlement Agreement provides for payment of up to \$7,500.00 to Plaintiff as an Enhancement Award, to be paid out of the Total Settlement Fund subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed her and actively tried to obtain information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiff to receive an Enhancement Award, in addition to her individual settlement payment, for her services on behalf of the Class, Aggrieved Employees, and State of California.

12. After obtaining competing bids from multiple potential settlement administrators ranging from \$7,750.00 to \$11,200.00, the Parties have agreed to retain Simpluris, Inc., ("Settlement Administrator"), which quoted \$8,000.00, to handle the notice and settlement administration process. The Parties preferred to retain Simpluris over its competitors because counsel on both sides have had positive experiences working with Simpluris in the past. The Parties respectfully request that the Court appoint Simpluris to handle these procedures and serve as the Settlement Administrator. Defendant will provide Simpluris with the Class List, and the Settlement Administrator will calculate each Class Member's estimated share of the Net Settlement Amount ("Individual Settlement Payment") and each Aggrieved Employee's estimated *pro rata* share of the 25% portion of the PAGA Penalty Amount. The Settlement Administrator will be responsible for printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, transmitting funds representing uncashed checks after the void date to Riverside Legal Aid, and other duties and responsibilities set forth to process the Settlement, and as requested by the Parties. Settlement Administration Costs are currently estimated not to exceed \$15,000.00 and will be paid out of the Total Settlement Fund, subject to approval of the Court.

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13. Under the Settlement Agreement, Defendant is responsible for any employer-side tax obligations associated with the Total Settlement Fund and will deposit that amount into the settlement fund in addition to the Total Settlement Fund. Each Settlement Class Member's Individual Settlement Payment will be allocated 20% to wages and 80% to penalties and interest. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payments.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

14. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is the attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. The firm is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act ("PAGA") representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

15. Edwin Aiwasian is a Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied

1 Legal Writing at Harvard University. From approximately September 2002 to approximately
2 December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United
3 States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately
4 August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California
5 Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to
6 practice law from the California State Bar. For over a decade, through his work at Lawyers *for*
7 Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment
8 class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
9 consumer fraud. Together with other attorneys at the firm, and in many cases in conjunction with
10 co-counsel, he has successfully litigated cases involving the executive, administrative, and other
11 overtime exemptions to the State of California and federal overtime compensation requirements.
12 Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
13 contested motion practice in approximately fifteen (15) cases in the last decade, and litigated over
14 1,000 class action or representative action cases.

15 16. Arby Aiwazian is a Shareholder of Lawyers *for* Justice, PC. He received his Bachelor
16 of Arts degree from University of California, Los Angeles and graduated magna cum laude. He
17 earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May
18 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr.
19 of the California Court of Appeal for the Second Appellate District. From approximately August
20 2008 to approximately December 2008 he served as a Judicial Extern to the Honorable Kim McLane
21 Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice
22 law in California in 2010. He is admitted to practice before all courts of the State of California and
23 all United States District Courts in the State of California. He has worked on many wage-and-hour
24 class action and representative action cases, taking the lead in taking and defending depositions,
25 arguing motions, and attending mediations. He has played an integral role in preparing matters for
26 class certification, including, and not limited to, successful certification of a class in *Upson v. Sur*
27 *La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus*
28 *Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban*

1 *Outfitters* (Alameda County Superior Court Case No. RG13680477). He has worked on over one
2 hundred (100) class action or representative action cases which have resulted in settlement.

3 17. Joanna Ghosh is a Senior Member of Lawyers *for* Justice, PC. She received a
4 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science
5 degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown
6 University Law Center in 2010. She is admitted to practice in California (since 2010) and in New
7 York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S.
8 Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken
9 and defended dozens of depositions and successfully handled motion practice in class action cases
10 regarding discovery (including and not limited to, regarding class contact information), class
11 certification (both contested class certification and stipulated class certification), arbitration
12 agreements, coordination, intervention. She has successfully handled briefing and oral argument on
13 appeal and obtained notable decisions regarding the Private Attorneys General Act and employer
14 efforts to compel arbitration, e.g., *Betancourt v. Prudential Overall Supply*, (Cal., May 24, 2017) 9
15 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied, cert. denied (U.S., Dec. 11, 2017) and
16 *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also has extensive experience with class action
17 and/or representative action settlements. Under her and Edwin Aiwazian's supervision, the firm has
18 handled the class certification and court approval process for hundreds of class action and/or
19 representative action matters that have successfully resolved. She is a member of the California
20 Employment Lawyers Association.

21 18. I, Helene Mayer, am a Member of Lawyers *for* Justice, PC. I received my Bachelor
22 of Arts degree from University of San Diego in 2017, and I earned my Juris Doctor degree from
23 University of San Diego School of Law in 2020. I was admitted to practice law in California in
24 2021. I am admitted to practice before all courts of the State of California and all U.S. Federal
25 District Courts in the State of California. I have worked on wage-and-hour class action and PAGA
26 representative cases, and my work has included, inter alia, researching and drafting pleadings,
27 administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement
28 agreements, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I worked

at law firms focused primarily on family law matters, including, *inter alia*, representing clients in divorce, parentage, child custody, and domestic violence restraining order proceedings, researching and drafting pleadings, negotiating and finalizing marital settlement agreements, engaging in motion practice, and making court appearances.

THE SETTLEMENT AND SUMMARY OF WORKED PERFORMED

19. The effectiveness of Lawyers for Justice, PC (“Class Counsel”) in prosecuting these matters has translated into tangible monetary benefits for the Class Members in the following respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type given the strengths and weaknesses of the cases; and (3) significant savings in Class Counsel’s fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or appeals.

20. Class Counsel has litigated the matters for over 2 years and was actively preparing the matters for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a mediation conducted by Eve Wagner, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. In the course of the litigation and in connection with the mediation and settlement discussions, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the cases and various aspects of the cases, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, meal and rest periods, PAGA representative actions, and state wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm’s length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that they would be able to obtain class certification and prevail at trial. After conducting investigations and informal discovery and exchange of information, extensive settlement negotiations, and with the aid of the

mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Class Released Claims of Plaintiff and Participating Class Members, and of the PAGA Released Claims of Plaintiff and the State of California against the Released Parties.

21. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and was preparing the actions for class certification and trial. Plaintiffs conducted significant investigation and informal discovery regarding the facts of the cases, including and not limited to, the exchange, review, and analysis of a large volume of documents and data obtained from Defendant, Plaintiff, and other sources. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: a 1/3 sampling of Class Members' time and payroll data, Plaintiff's personnel records, Defendant's Handbooks, earning statements, company policy acknowledgements, job descriptions, Defendant's operations and employment practice, policies, and procedures, among other information and documents. Class Counsel had the opportunity to interview Plaintiff and other Class Members to gather facts and to identify potential witnesses. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, and the production of documents and data prior to the mediation. Class Counsel also drafted pleadings and the mediation brief and prepared for and attended court proceedings, mediation, and settlement negotiations, among other tasks.

22. Counsel for the Parties have also invested time researching and investigating the applicable law, which is constantly evolving as it relates to certification, representative PAGA claims, off-the-clock theory, meal and rest periods, state wage-and-hour law and enforcement, Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts discovered. Based on our analysis, I submit that the result achieved in this litigation is fair, adequate, and reasonable.

23. Class Counsel is aware of the defenses and position of Defendant but believes that Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class Counsel have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class

1 certification and/or representative adjudication. Plaintiff further recognizes the burdens of proof
2 necessary to establish liability for the claims asserted in the lawsuit, Defendant's defenses, and the
3 difficulties in establishing entitlement to monetary recovery. Plaintiff and Class Counsel have also
4 considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is
5 experienced and well-regarded in complex labor and employment matters.

6 24. Defendant, on the other hand, denied and continues to deny any liability and
7 wrongdoing of any kind associated with the claims alleged in the lawsuits, and further denies that
8 the lawsuits are appropriate for class treatment or representative adjudication for any purpose other
9 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
10 have also had the opportunity to interview witnesses and review documents and information relating
11 to Plaintiff's, Class Members', and Aggrieved Employees' employment with Defendant, and
12 Defendant's operations and employment policies, practices, and procedures. The Parties also
13 reviewed and analyzed a volume of documents and data to determine the potential value and strength
14 of the claims. The available information enabled Class Counsel to assess and value the class and
15 PAGA claims and prepare violation, damages, and penalties analyses models. Accordingly, the
16 Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature
17 and extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement
18 for its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and
19 weaknesses of each side's position and the uncertainty of how the cases might have concluded at
20 certification, trial, and/or appeals.

21 **ESTIMATE OF THE VALUE OF THE CLAIMS**

22 25. Plaintiff's class and PAGA actions allege that Defendant has violated the California
23 Labor Code and Industrial Welfare Commission Wage Orders by engaging in a uniform policy and
24 systematic scheme of wage abuse against Plaintiff and the putative class members, including inter
25 alia, failing to properly compensate overtime and minimum wages, failing to provide compliant meal
26 and rest periods and associated premium pay, failing to timely pay wages during employment, failing
27 to timely pay wages upon termination and associated waiting-time penalties, failing to provide
28 compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse

1 necessary business expenses. Plaintiff further contends that Defendant's aforementioned conduct
2 constitutes unfair business practices (under the California Business and Professions Code ("UCL")
3 and gives rise to civil penalties recoverable under PAGA.

4 26. Based on data provided by Defendant and extrapolated by Plaintiff, the total number
5 of putative class members during the Class Period was estimated to be 461 individuals who worked
6 an estimated total of 64,000 workweeks with an average hourly rate of pay of \$17.70.

7 27. Plaintiff contended that Defendant required putative class members to perform work
8 before clocking-in and after clocking-out of their scheduled shifts and during meal and rest periods.
9 Plaintiff contended that Defendant discouraged the recordation of overtime hours and required
10 putative class members to perform work off-the-clock. Plaintiff contended that Defendant failed to
11 include non-discretionary bonuses and incentives in the calculation of the regular rate when paying
12 overtime wages. Plaintiff also contended that meal and rest periods were regularly missed, later,
13 shortened, and/or interrupted, that putative class members were required to remain on premises
14 during rest breaks, readily available to assist with work tasks, and that Defendant failed to properly
15 pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiff alleged that
16 Defendant intentionally and willfully failed to pay Plaintiff and putative class members all wages
17 due to them while they were employed by Defendant, within the time period permissible under
18 California law, and that Defendant failed to pay all wages due upon termination, within the time
19 period permissible under California law, thereby triggering waiting-time penalties under California
20 Labor Code section 203. Plaintiff contended that, based on the violations described herein, the wage
21 statements provided by Defendant and the payroll records kept by Defendant were inaccurate.
22 Finally, Plaintiff contended that Defendant failed to reimburse Plaintiff and the other putative class
23 members for necessary business expenses, including, but not limited to, the costs associated with the
24 usage of personal cell phones for work duties, and costs of complying with Defendants' dress code.

25 28. Class Counsel considered defense arguments, e.g., that the employer's practices,
26 policies, and procedures complied with the law, that Defendant paid putative class members over
27 the California minimum wage for all hours worked, that Defendant correctly paid overtime for all
28 overtime hours worked, that no waiting-time penalties were due because waiting-time penalties only

1 arise from “willful” failure to pay wages due and owing at the time of termination or resignation,
2 that Plaintiff and putative class members suffered no actual injury from the alleged wage statement
3 violations and that this alleged violation and the alleged recordkeeping violation are entirely
4 derivative of the other causes of action, and that a policy and practice of reimbursing employees for
5 necessary business-related expenses exists. Class Counsel also considered the likelihood of
6 Plaintiff’s success in establishing that any of provisions of the California Labor Code, on which the
7 civil penalties under PAGA and the UCL claim are predicated, were violated and that such violations
8 were injurious and/or warranted imposition of civil penalties. Class Counsel also considered that
9 trial courts have wide discretion when assessing penalties under PAGA, and that it could be
10 determined that individual liability issues predominate (e.g., due to purported variation in shifts,
11 locations, job duties, and other circumstances which could raise individualized questions of fact)
12 and could pose challenges to certification, manageability, and the merits of Plaintiff’s claims.

13 29. Class Counsel considered information, data, and documents obtained from Plaintiff,
14 Defendant, and other sources, and created violation, damages, and penalties valuations and models
15 prior to reaching the Settlement. Based thereon, Plaintiff calculated the potential value of the claims.
16 However, the potential value of each claim assumed an exposure based on the above-captioned
17 action having been certified and Plaintiff having proven all elements of the claims and entitlement
18 to monetary recovery in the above-captioned action (on a class-wide and a representative basis),
19 despite risks associated with obtaining and maintaining certification and demonstrating
20 manageability, risks to establishing liability and any underlying California Labor Code and IWC
21 Wage Order violations and damages, and significant additional costs that would have to be incurred
22 in order to certify the above captioned action and establish liability, damages, and penalties amounts
23 in the cases. Plaintiff faced the risk of the Court finding that individualized issues predominate, such
24 that the cases are not suitable for class treatment. While Class Counsel disagreed with Defendant’s
25 arguments and factual contentions, Class Counsel recognized the circumstances and realities of the
26 cases, applicable case law and regulations, the extensive time and pay records produced by
27 Defendant, the costs and expenses of further litigation and certification, and risks to recovery, and
28 applied appropriate discounts for them. Class Counsel calculated the potential and realistic values

of each claim as follows:

a. Failure to Pay Overtime and Minimum Wages

i. Plaintiff alleged that Defendant failed to pay overtime and minimum wages to her and other putative class members. Plaintiff contended that that Defendant's uniform policies, practices, and procedures required putative class members to perform work during meal periods and before clocking-in and after clocking-out. Plaintiff contended that Defendant also exerted class-wide pressure on putative class members to reduce the amount of recorded overtime, requiring them to complete unreasonable workloads within scheduled hours only, obtain pre-approval prior to working overtime or in excess of their scheduled work hours, and subjecting those who recorded overtime without preapproval to discipline. Plaintiff also contended that Defendant incorrectly calculated the regular rate of pay for purposes of calculating overtime compensation by failing to include non-discretionary forms of pay including bonuses and incentives in its regular rate calculations. Plaintiff contended that, as a result of the aforementioned, Defendant failed to properly compensate Plaintiff and putative class members at their applicable minimum, regular, or overtime rates for all of the hours that they worked.

ii. Based on Class Counsel's investigations and analysis, the claims for unpaid wages centered on off-the-clock work prior to clocking-in and after clocking-out for their shifts, and during meal periods, and the improper calculation of the regular rate for purposes of paying overtime. For example, investigations show that Plaintiff and other putative class members were required to spend two (2) to three (3) minutes checking in with the call center prior to clocking in. Plaintiff and other putative class members were expected to arrive at least seven (7) minutes prior to their scheduled start times in order to ensure units were available for calls at employees' scheduled start times. Additionally, Plaintiff and other putative class members were expected to spend up to fifteen (15) minutes each day off-the-clock performing tasks, such as responding to calls, maintaining units, and completing reports. Additionally, an analysis of a sampling of pay data reflected that Defendant paid overtime wages to putative class members, however, the overtime wages were based on one-and-half times the base hourly rate of pay even when putative class members earned non-discretionary pay.

1 iii. Defendant denied Plaintiff's allegations and asserted numerous defenses to
2 Plaintiff's claims and allegations, and maintained that its policies and practices were at all times
3 compliant with California law. Defendant contended that it required its employees to record the
4 exact hours they worked, and thus the employees did not work off-the-clock. Defendant further
5 contended that Defendant does not pay non-discretionary bonuses to its non-exempt employees that
6 would have needed to be factored into the calculation of the regular rate of pay, and that the base
7 hourly rate of pay was the correct rate to use for calculating and paying overtime. In addition,
8 investigations showed that Plaintiff and putative class members clocked overtime and received
9 overtime pay at one-and-a-half (1.5) times the regular rate, which was evidenced by records obtained
10 from Defendant.

11 iv. Taking into account these facts, the potential value of the overtime claim was
12 estimated to be \$1,699,200.00 (based on a violation rate of one (1) hour of unpaid overtime wages
13 every workweek) and the risk-adjusted discounted value of this claim was estimated to be
14 \$81,561.60.00. Taking into account these facts, the potential value of the minimum wage claim was
15 estimated to be \$1,132,800.00 (based on a violation rate of one (1) hour of unpaid minimum wages
16 every workweek) and the risk-adjusted discounted value of this claim was estimated to be
17 \$63,436.80.00.

18 **b. Failure to Provide Compliant Meal Periods and Associated Premiums**

19 i. Plaintiff's theory of liability was based on Defendant's failure to provide
20 timely, full, and/or uninterrupted meal periods. Plaintiff contended, *inter alia*, that Defendant's
21 policies, practices, and procedures required employees to perform job duties during their meal
22 periods and prevented them from regularly receiving compliant meal periods. Plaintiff further
23 contended that Defendant failed to pay a meal premium for missed, late, short, or interrupted meal
24 periods.

25 ii. Based on Class Counsel's investigations and analysis, the meal period claim
26 centered on the following issues: Plaintiff and putative class members regularly suffered short, late,
27 or missed meal periods due to heavy workloads and constant urgent phone calls. Investigations
28 show that meal breaks were regularly interrupted by pages from supervisors requiring Plaintiff and

1 other class members to return to the station or to attend to calls and that meal breaks were often taken
2 past the fifth hour of work because Plaintiff and other class members were responding to patient
3 calls. Additionally, investigations show that Defendant automatically deducted 30- or 60-minute
4 meal periods from putative class members' time records. An analysis of a sampling of time data
5 reflected that 94.60% of eligible shifts reflect at least one type of recorded meal period violation.
6 Over 87% of first meal periods were missed, over 20% of first meal periods were taken after the
7 fifth hour, and approximately 99% of eligible shifts reflect a missed second meal period.

8 iii. Defendant contended that it had practices, policies, and procedures to provide
9 meals every workday to its employees that fully complied with California law. To the extent that
10 Plaintiff and putative class members failed to take their meal periods or took a short or late meal,
11 Defendant contended that they did so voluntarily and that all applicable meal periods were still
12 provided to them. Defendant also contended that beginning in 2020, it changed its policy and that
13 dispatchers began tracking when meal periods were interrupted. Thus, Defendant argued that it did
14 not act unlawfully to deprive putative class members of meal periods.

15 iv. Taking into account these facts, the potential value of the meal period claim
16 was estimated to be \$1,132,800 (based on a violation rate of one (1) meal period premium every
17 workweek) and the risk-adjusted discounted value of this claim was determined to be \$72,499.20.

18 c. **Failure to Provide Compliant Rest Periods and Associated Premiums**

19 i. Plaintiff's theory of liability was based on Defendant's failure to provide
20 Plaintiff and other putative class members with timely, full, and/or uninterrupted rest periods.
21 Plaintiff contended that Defendant's employment policies, practices, and procedures required
22 employees to perform job duties during their rest periods and prevented them from regularly
23 receiving compliant rest periods. Plaintiff contended that they and other putative class members
24 were required to remain on premises during rest periods and that Defendant failed to pay them rest
25 period premiums.

26 ii. Based on Class Counsel's investigations, the rest period claims centered on
27 the following: Plaintiff and other putative class members were expected to skip their rest periods or
28 remain on premises during rest periods, in order to be available for calls.

1 iii. Defendant contended that it had methods, policies, and procedures to provide
2 all applicable rest periods every workday to putative class members that fully complied with the law.
3 Defendant argued that the reasons why a putative class member failed to receive a compliant rest
4 period raised individual issues that could not be certified.

5 iv. Taking this into account, the potential value of this claim was estimated to be
6 \$1,132,800.00 (based on a violation rate of one (1) rest period premium every workweek) and the
7 risk-adjusted discounted value of this claim was estimated to be \$41,630,40.

8 **d. Wages Not Timely Paid During Employment**

9 i. Plaintiff contended that Defendant intentionally and willfully failed to timely
10 pay Plaintiff and putative class members all wages due to them during employment, under California
11 Labor Code sections 204 and 210. Under California Labor Code section 210, either a statutory
12 penalty or a civil penalty through PAGA may be recovered for a violation of California Labor Code
13 section 204, but not both. Therefore, the value of this claim is considered as a part of the valuation
14 of the PAGA claim contained *infra*.

15 **e. Wages Not Timely Paid After Termination (and Waiting-Time Penalties)**

16 i. Plaintiff contended that Defendant intentionally and willfully failed to pay
17 Plaintiff and putative class members all wages due to them upon termination, within the time period
18 permissible under California law, thereby triggering waiting-time penalties under California Labor
19 Code sections 203. For example, Plaintiff alleged that he and putative class members are entitled to
20 unpaid wages arising from, *inter alia*, off-the-clock work, as well as meal and rest period premiums.

21 ii. Defendant was adamant that no waiting-time penalties should be awarded.
22 Defendant pointed out that waiting-time penalties are derivative of each and every other underlying
23 alleged California Labor Code violation and contended that it paid the terminated employees all
24 wages due and owing. Moreover, Defendant emphasized that, under California Labor Code section
25 203, employees are only obligated to pay waiting-time penalties if the failure to pay wages is
26 “willful” and that there was no willful failure to pay wages in the cases. Defendant further contended
27 that this claim lacks commonality.

28 ///

iii. The value of this claim was calculated based on the fact that approximately three hundred eighteen (318) putative class members had been terminated during the three-year statute of limitations (i.e., from August 2, 2019). Based on Class Counsel's investigations and analysis, if all of these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties was estimated to be \$1,350,864.00 collectively (318 individuals x [30 days x hourly rate of \$17.70 x 8 hours]), or approximately \$4,4248 per individual, and the risk-adjusted discounted value of this claim was estimated to be \$86,455.30.

f. **Failure to Provide Compliant Wage Statements**

i. Plaintiff alleged that Defendant failed to provide accurate and itemized wage statements to Plaintiff and putative class members. Plaintiff's wage statement claim is derivative of the allegations that Defendant failed to accurately account for all hours worked by, and pay all compensation due to, putative class members, i.e., the claims for unpaid wages, meal violations, and rest violations, discussed above.

ii. Defendant contended that Plaintiff and putative class members suffered no actual injury from the alleged wage statement violations, and that to the extent any wage statements were inaccurate, they were not inaccurate due to a knowing and intentional violation. Defendant also contended that this alleged violation is entirely derivative of the foregoing allegations.

iii. The value of this claim was calculated based on the fact that approximately three hundred and seven (307) putative class members worked during the one-year statutory limitations period (i.e., from August 4, 2021 to October 10, 2022), and that these putative class members worked a total of eight thousand two hundred forty-two (8,242) pay periods. Based on Class Counsel's investigations and analysis, it was determined that the estimated potential value of this claim is \$808,850.00 ([307 initial violations x \$50 statutory penalty] + [7,935 subsequent violations x \$100 statutory penalty]) and the risk-adjusted discounted value of this claim was estimated to be \$58,327.20.

g. **Failure to Maintain Requisite Payroll Records**

i. Plaintiff alleged that Defendant had intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily by, and the wages paid to,

1 Plaintiff and the putative class members, by failing to account for all time worked by and pay all
2 wages due to Plaintiff and putative class members. Plaintiff's payroll records claim is derivative of
3 the allegations that Defendant failed to accurately account for all hours worked by, and pay all
4 compensation due to, putative class members, i.e., the claims for unpaid wages, meal violations, and
5 rest violations, discussed above. Plaintiff also alleged that Defendant's intentional and willful failure
6 to keep accurate payroll records violated the statutorily-protected right to accurate and complete
7 payrolls records, and that Plaintiff and the putative class members have suffered injury and damage
8 as a result.

9 ii. Under California Labor Code section 1174.5, a willful violation of the
10 employer's recordkeeping obligations set forth in Labor Code 1174(d) is subject to a civil penalty
11 of \$500. Arguably, however, this civil penalty would only be recoverable by the Labor
12 Commissioner. Therefore, the value of this claim is considered as a part of the valuation of the
13 PAGA claim contained *infra*.

14 **h. Failure to Reimburse Necessary Business Expenses**

15 i. Plaintiff contended he and other putative class members were required to
16 incur expenses in the course of their work, and that Defendant failed to reimburse them for these
17 expenses.

18 ii. Defendant contended that its policies and practices complied with California
19 law in that they required reimbursement of all necessary business expenses, that general clothing
20 items need not be reimbursed, and that individualized issues would predominate regarding the
21 circumstances of whether a specific expense was reimbursable and why it may not have been
22 reimbursed.

23 iii. Based on Class Counsel's investigations and analysis, the expense
24 reimbursement claim centered on the following: the costs associated with the use of personal cell
25 phones and the costs of complying with Defendant's dress code, and these alleged unreimbursed
26 expenses totaled, on average, approximately \$370 annually for each person.

27 iv. Taking into account these facts, the potential value of this claim was estimated
28 to be \$448,000.00 (using a violation rate of \$7 unreimbursed expenses per workweek) and the risk-

adjusted discounted value of this claim was estimated to be \$25,088.00.

i. Unfair Business Practices

i. Plaintiff also alleged that Defendant violated California’s Unfair Competition Law, Business and Professions sections 17200, *et seq.* (“UCL”), which prohibits any “unlawful, unfair or fraudulent business practices.” A violation of the UCL may be predicated on the violation of any law. Specifically, Plaintiff contended that each of Defendant’s above-discussed alleged violations of the California Labor Code constitutes a business practice that is either an unlawful and/or unfair business act and practice in violation of California Business and Professions Code section 17200, *et seq.*, thus this claim is entirely derivative of the allegations that Defendant failed to accurately account for all hours worked by, and pay all compensation due to, Plaintiff and putative class members, e.g., the claims for unpaid wages, meal and rest violations, untimely payment of wages, non-compliant wage statements, unreimbursed expenses, etc.

ii. In order to prevail on the UCL cause of action, Plaintiff would have to prove that Defendant violated the predicate provisions of law, and that the violations constitute unlawful and/or unfair business acts and practices in violation of California Business and Professions Code section 17200, *et seq.* Plaintiff would have to prove that Defendant’s conduct throughout the time period at issue has been unfair, unlawful, harmful, and injurious to Plaintiff and putative class members. With respect to the UCL’s standing requirement, Plaintiff would also have to prove that they suffered an economic injury as a result of Defendant’s conduct.

iii. Defendant vigorously challenged the likelihood of Plaintiff’s success in establishing that any of provisions of the California Labor Code, on which the UCL claim is predicated, were violated and that such violations were injurious. Throughout this litigation, Defendant also relentlessly challenged Plaintiff’s standing and adequacy to assert class claims and contended there were individualized issues that would pose challenges to certification.

iv. Class Counsel took into consideration that claims brought under the UCL are equitable actions for injunctive or restitutionary relief, and a court may take into consideration equitable defenses when fashioning equitable remedies. Restitution under the UCL is limited to restitutionary disgorgement or returning to Plaintiff and putative class members monies unlawfully

1 withheld, such as unpaid wages, unpaid meal or rest period premiums, penalties, and unreimbursed
2 expenses. As such, Class Counsel took into consideration the uncertainty of what the Court would
3 order as the equity remedy, and valued the return of monies unlawfully withheld or expenses
4 unlawfully imposed on putative class members, as a part of the other claims discussed herein.

5 **j. PAGA Penalties**

6 i. Plaintiff contended that Defendant's above-discussed conduct, namely,
7 failure to pay for all hours worked, provide compliant meal and rest periods, timely pay wages,
8 provide compliant wage statements, maintain payroll records, reimburse expenses, etc., gave rise to
9 civil penalties recoverable under the Private Attorneys General Act, California Labor Code sections
10 2698, *et seq.* A PAGA recovery at trial would represent a recovery of civil penalties (as opposed
11 to compensation for individual damages), normally only recoverable by the State of California, and
12 would be distributed 75% to the State of California and 25% to the aggrieved employees. Cal. Lab.
13 Code § 2699(i).

14 ii. Defendant contended that violations of multiple provisions of the California
15 Labor Code do not give rise to cumulative penalties for each separate California Labor Code
16 provision that is, arguably, violated during a pay period. Defendant also contended that the trial
17 court exercises discretion and may reduce the penalties to be assessed against the employer and that
18 the trial court was unlikely to assess cumulative penalties for the maximum number of possible,
19 separate California Labor Code violations. Cal. Lab. Code § 2699(e)(1); Cal. Lab. Code §
20 2699(e)(2)("[A] court may award a lesser amount than the maximum civil penalty amount specified
21 by this part if, based on the facts and circumstances of the particular case, to do otherwise would
22 result in an award that is unjust, arbitrary and oppressive, or confiscatory); *Thurman v. Bayshore*
23 *Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the
24 amount of PAGA penalties awarded to an employee based upon discretionary factors other than the
25 employer's ability to pay.). Defendant also maintained and continues to maintain that it had legally-
26 compliant employment policies and practices throughout the statutory period. Defendant denied and
27 continues to deny that it ever violated any provision of the California Labor Code and argued, that,
28 even if, *arguendo*, such violations occurred, Defendant will not be treated as having engaged in

1 subsequent violations giving rise to heightened penalties unless it could be shown to have notice that
2 it was violating the law. See, e.g., *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.4th 1157, 1209.
3 Defendant argued that it would be able to show a lack of willfulness in the violations, such that the
4 alleged California Labor Code violations would not be considered “willful.”

5 iii. Importantly, Class Counsel took into consideration that, to prevail on the
6 PAGA claim, some courts have required plaintiffs to show at the outset that they have suffered
7 injury, in order to establish standing, and that Plaintiff would also have to prove all requisite elements
8 to prove violations of the underlying California Labor Code provisions, in order to show that
9 Defendant’s conduct gives rise to penalties. There was the risk of possible bifurcation of discovery
10 and/or trial of the PAGA claim—multiple courts have taken such an approach. See *Amalgamated*
11 *Transit Union, Local 1756 v. Superior Court* (2009) 46 Cal.4th 993, 1001 (Noting that PAGA
12 “require[s] a plaintiff to have suffered an injury resulting from an unlawful action”); *Stafford v.*
13 *Dollar Tree Stores, Inc.* (E.D. Cal. Nov. 21, 2014) 2014 WL 6633396, *4 (Court found that judicial
14 economy supported bifurcation because of the difficulties and inherent uncertainties of being able
15 to establish liability with respect to a large number of potentially aggrieved employees and noted
16 that “PAGA’s public purpose would be ill-served if the court finds [the plaintiff] has not been
17 aggrieved by a Labor Code violation”); *Grappo v. Coventry Fin. Corp.* (1991) 235 Cal.App.3d 496,
18 504 (Trial courts have “broad discretion to determine the order of proof in the interest of judicial
19 economy”); see also Cal. Code Civ. Proc. § 598 (The court may “when the convenience of witnesses,
20 the ends of justice, or the economy and efficiency of handling the litigation would be promoted
21 thereby, on motion of a party, after notice and hearing, make an order. . . that the trial of any issue
22 or any part thereof shall precede the trial of any other issue or any part thereof in the case[.]”); Cal.
23 Code Civ. Proc. § 1048(b) (Court can separate trial of any cause of action or of any separate issue
24 in the interest of convenience or to avoid prejudice); Cal. Code Civ. Proc. § 2019.020(b) (Courts
25 have the power to “establish the sequence and timing of discovery for the convenience of parties and
26 witnesses and in the interests of justice”); see *Horton v. Jones* (1972) 26 Cal.App.3d 952, 955
27 (Bifurcation and sequencing of litigation is allowed to avoid waste of time and money on trial and
28 litigation of issues could be rendered made moot.)

iv. Defendant aggressively contended that Plaintiff did not meet legal requirements to be able to pursue civil penalties under PAGA. Defendant argued that Plaintiff would not be able to establish violations of the underlying California Labor Code provisions and the fundamental allegations regarding overtime and meal and rest periods. For the reasons discussed above, there were substantial challenges to showing liability and exposure for these claims. Defendant pointed to case law that held that, given the derivative nature of a PAGA claim, it would stand or fall based on the claims from which it derives, and the success of showing, *inter alia*, off-the-clock work, failure to properly pay wages, failure to reimburse for expenses, etc.

v. Class Counsel was also aware of case law indicating that courts have attributed little separate value to PAGA claims, for example, allowing them to be resolved for \$0 where the other underlying California Labor Code claims are being resolved, or, assessing much lower amounts of civil penalties against employers than are sought. *See e.g., Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100-1101, 1103-1104, 1111 (finding that, under Labor Code § 2699(e)(2), “the Court has broad discretion to award PAGA penalties as the Court sees fit” and reducing the PAGA penalty award significantly from the maximum penalties possible; *Morales v Bridgestone Retail Operations LLC*, Orange County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties requested, the court awarded \$425,000); *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, 529 (of \$75 million in penalties sought, the court affirmed the trial court’s \$150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to \$5 per violation); *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded); *Felczer v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded); *In re Taco Bell Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557 at *41 (the court declined to award PAGA penalties after trial); *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded); *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of \$456,133 sought, the court awarded \$197,434.00); *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426

(Sept. 20, 2011) (the court declined to award PAGA penalties); *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx) (C.D. Cal. Aug. 12, 2011) 2011 U.S. Dist. LEXIS 154590 at **8-9 (of \$2,800,000 PAGA penalties requested, the court awarded \$500,000); *Thurman v Bayshore Transit Mgmt., Inc.* (2012) 203 Cal.App.4th 1112, 1119, 1135, disapproved on other grounds in *ZB, N.A. v Superior Court* (2019) 8 Cal. 5th 175, 196 n.8 (of \$512,000 PAGA penalties requested, the court awarded \$358,588); *Guifi Li v A Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK (N.D. Cal. June 15, 2012) 2012 U.S. Dist. LEXIS 83677 at **51-52 (of \$3,334,942 PAGA penalties requested, the court ordered a \$2,764,896 default judgment after jury dismissed); *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx) (C.D. Cal. Dec. 30, 2013) 2013 U.S. Dist. LEXIS 189820 at **6-7 (of \$1,800,000 PAGA penalties requested, the court awarded \$500,000); *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined to award PAGA penalties after trial awarding wages to class on the basis that, *inter alia*, the lawsuit was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, because corporate defendants corrected violations and were no longer in business, and plaintiffs did not offer evidence establishing imposition of penalties on individual defendants would not be confiscatory).

vi. The potential value of this claim was calculated based on the approximately three hundred and sixty (360) aggrieved employees who worked during the one-year statutory period; the potential value of civil penalties, which the Court could determine whether or not to assess and whether or not to reduce, were estimated to be approximately \$702,000.00 (using the statutorily-delineated penalty amounts under California Labor Code sections 558, 226.3, 1197.1, 210, 2699(f), and 1174.5, in the amount of \$1,950 per person) and the risk-adjusted discounted value of this claim was estimated to be \$71,077.50.

k. Total Value of the Claims

i. The potential total value of this case was estimated to be \$8,407,314.00, and the risk-adjusted discounted value of this claim was estimated to be \$428,908.50.

30. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiff's allegations and causes of action, the evidence at issue with respect to those

1 allegations and causes of action, and legal and factual arguments and circumstances which pose
2 challenges to certification, manageability, merits, and monetary recovery. The conclusion to be
3 drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the
4 ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-
5 cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that
6 additional discounts could be made to the risk-adjusted value to account for the costs and expenses
7 associated with further litigation and the present value of obtaining a settlement now as opposed to
8 monetary recovery, if any, that may be obtained in the future after further litigation. Class Counsel
9 recognized the circumstances and realities of the cases, applicable case law and regulations, and
10 risks to recovery and applied appropriate discounts.

11 **ESTIMATED SETTLEMENT PAYMENTS TO CLASS MEMBERS**

12 31. Based on Defendant's representation to Class Counsel, the average Individual
13 Settlement Payment is estimated to be \$639.91.

14 **OTHER PENDING ACTIONS**

15 32. I made reasonable inquiry of other members at Lawyers *for* Justice, PC, and I am not
16 aware of any other pending actions against Defendant in any other Court that the Settlement may
17 impact.

18 **RELATION TO PROPOSED *CY PRES* RECIPIENT**

19 33. I made reasonable inquiry of Plaintiffs and other members at Lawyers *for* Justice, PC,
20 and to the best of my knowledge, neither I, Plaintiffs, nor other members at Lawyers *for* Justice, PC
21 have any relationship with the proposed *cy pres* recipient California Rural Legal Assistance, Inc.

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EXHIBIT 1

LAWYERS FOR JUSTICE[®]

May 31, 2022

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: MISSION AMBULANCE, INC.

Dear Representative:

We have been retained to represent Sydney Brien against Mission Ambulance, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Mission Ambulance") for violations of California wage-and-hour laws. Ms. Brien seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Brien seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Mission Ambulance employed Ms. Brien as an hourly-paid, non-exempt employee from approximately August 2021 to approximately December 2021, in the State of California.

The "aggrieved employees" that Ms. Brien may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Mission Ambulance has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 9-2001.

Mission Ambulance required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries, completing jobs, picking up patients, and cleaning up the station. Mission Ambulance rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or that favored Mission Ambulance over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Brien and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Brien and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Mission Ambulance required Ms. Brien and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Mission Ambulance also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Mission Ambulance failed to pay Ms. Brien and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Mission Ambulance failed to pay Ms. Brien and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Mission Ambulance did not provide Ms. Brien and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Mission Ambulance were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Brien and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Brien and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Brien and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Brien and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Brien and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Mission Ambulance failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Brien and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

Mission Ambulance failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Mission Ambulance did not provide Ms. Brien and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Mission Ambulance failed to pay Ms. Brien and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Brien and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Mission Ambulance failed to pay Ms. Brien and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Brien and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Brien and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Mission Ambulance. These costs include, but are not limited to, the purchasing and maintenance of clothing and footwear in compliance with the dress code, and the purchasing and maintenance of tools, equipment, and supplies.

Therefore, on behalf of all aggrieved employees, Ms. Brien seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

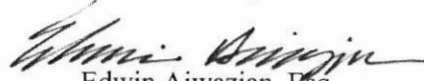
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If you have any questions or require additional information, please do not hesitate to contact us.
Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,


Edwin Aiwanian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Mission Ambulance, Inc.
c/o Daniel Gillies Gold
Agent for Service of Process
1055 East 3rd Street,
Corona, CA 92879

Mission Ambulance, Inc.
c/o Jamie E. Wrage
STREAM KIM KICKS WRAGE & ALFARO, PC
Attorney
3403 Tenth Street, Suite 700
Riverside, CA 92501

EXHIBIT 2

1 **CLASS ACTION AND PAGA SETTLEMENT AND RELEASE OF CLAIMS**

2 This Class Action and PAGA Settlement and Release of Claims (the “Settlement
3 Agreement,” “Agreement,” or “Settlement”) is entered into by and between Plaintiff Sydney Brien
4 (“Plaintiff”), individually, on behalf of Class Members (with respect to the Class Settlement) and
5 on behalf of the State of California (with respect to the PAGA Settlement), and Defendant Mission
6 Ambulance, Inc. (“Defendant”) (collectively, Plaintiff and Defendant are referred to as the
7 “Parties”) to resolve the consolidated actions entitled *Sydney Brien v. Mission Ambulance, Inc.*
8 (“Action”), Riverside County Superior Court Case No. CVRI2203269, and *Sydney Brien v. Mission*
9 *Ambulance, Inc.* (“PAGA Action”), Riverside County Superior Court Case No. CVSW2205165
10 (collectively, the Action and PAGA Action are referred to as the “Actions”).

11 **DEFINITIONS**

12 1. Actions. “Actions” means the actions entitled *Sydney Brien v. Mission Ambulance,*
13 *Inc.* (“Action”), Riverside County Superior Court Case No. CVRI2203269, and *Sydney Brien v.*
14 *Mission Ambulance, Inc.* (“PAGA Action”), Riverside County Superior Court Case No.
15 CVSW2205165.

16 2. Agreement or Settlement or Settlement Agreement. “Agreement” or “Settlement”
17 or “Settlement Agreement” means this Class Action and PAGA Settlement Agreement and
18 Release of Claims, entered into by the Parties to resolve the Actions.

19 3. Aggrieved Employees. “Aggrieved Employees” means all current and former
20 hourly-paid or non-exempt employees of Defendant employed within the State of California at any
21 time during the PAGA Period.

22 4. Attorneys’ Fees and Costs. “Attorneys’ Fees and Costs” means the amounts
23 authorized by the Court for: (i) up to thirty-five percent (35%) of the Total Settlement Fund (*i.e.*,
24 up to \$227,500.00 if the Total Settlement Fund is \$650,000.00) for attorneys’ fees to Class Counsel
25 for litigation and resolution of the matter; and (ii) reimbursement of up to Thirty Thousand Dollars
26 (\$30,000.00) for actual costs and expenses incurred by Class Counsel in connection with the
27 Actions.

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1 5. Class Counsel. “Class Counsel” means Edwin Aiwazian, Arby Aiwazian, Joanna
2 Ghosh, Vartan Madoyan, and Helene Mayer of Lawyers *for* Justice, PC.

3 6. Class or Class Members. “Class” or “Class Member(s)” mean all current and
4 former hourly-paid or non-exempt employees of Defendant employed within the State of
5 California at any time during the Class Period.

6 7. Class List. “Class List” means a complete list of all Class Members that
7 Defendant will diligently and in good faith compile from its records and provide to the Settlement
8 Administrator, which will include each Class Member’s last-known full name, last-known mailing
9 address, telephone number, Social Security Number, dates employed as an hourly-paid or non-
10 exempt employee of Defendant within the State of California during the Class Period, number of
11 paychecks tendered to each Class Member during the Class Period, and such other information as
12 is necessary for the Settlement Administrator to calculate Workweeks.

13 8. Class Notice. “Class Notice” means the Notice of Class Action Settlement,
14 attached as **Exhibit A** to this Agreement, or a substantially similar notice approved by the Court.

15 9. Class Period. “Class Period” means the period from August 4, 2018 through the
16 date of the Preliminary Approval Order, or as of the date of termination pursuant to Paragraph 55,
17 whichever is sooner.

18 10. Class Released Claims. “Class Released Claims” or “Released Claims by
19 Participating Class Members” means: As of the Effective Date , Participating Class Members shall
20 fully and finally release and discharge Released Parties, from any and all claims, debts, liabilities,
21 demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action
22 contingent or accrued for, that are pleaded, or that could have been pleaded, based on the facts and
23 claims alleged in the Operative Complaint, including any claims for: (a) failure to provide required
24 meal periods, California Labor Code §§ 226.7, 510 and 512; (b) failure to provide required rest
25 periods, California Labor Code §§ 226.7 and 512; (c) failure to pay overtime wages, California
26 Labor Code §§ 510, 1194 and 1198; (d) failure to pay minimum wages, California Labor Code §§
27 1194 and 1197; (e) failure to timely pay wages §§ 204 and 210; (f) failure to timely pay all wages
28 during employment and to discharged and quitting employees, California Labor Code §§ 201-204,

210; (f) failure to furnish accurate, itemized wage statements, California Labor Code §§ 226 and 226.3; (g) failure to maintain required records; (h) failure to provide and calculate sick leave; and (i) unlawful business practices under California, Business and Professions Code §17200, et seq.; predicated on any of the violations of the California Labor Code and the applicable IWC Wage Order as alleged in the Operative Complaint including but not limited to, claims for restitution and other equitable relief, liquidated damages, or penalties; and any other benefit, wages, penalties, or other amounts claimed on account of the allegations or the primary rights asserted in the Operative Complaint. This release shall apply to any and all claims arising at any point during the Class Period. Upon entry of the Final Approval Order and funding of the total Gross Settlement Amount, all Participating Class Members will forever completely release and discharge the Released Parties from the Released Claims for the Release Period. Plaintiff and Defendants intend that the Settlement described in this Settlement Agreement will release and preclude any further claim, whether by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the Participating Class Members to obtain a recovery to any and all of the Released Claims. This release excludes the release of claims not otherwise permitted by law, i.e. Worker's Compensation and unemployment insurance benefits.

11. Class Settlement. "Class Settlement" means the settlement and resolution of the Class Released Claims.

12. Court. "Court" means the Riverside County Superior Court, where the Actions are currently pending.

13. Defendant. "Defendant" means Mission Ambulance, Inc.

14. Effective Date. The "Effective Date" of this Agreement will be the later of (i) the 61st day after service of notice of entry of the Final Approval Order and Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Approval Order and Judgment, the day after the Final Approval Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Final Approval Order and Judgment is no longer subject to further judicial review. The Effective Date is conditioned upon the Court having entered the Final Approval Order and Judgment as set forth in this Agreement.

1 15. Employer Taxes. “Employer Taxes” means the employer’s share of taxes and
2 contributions in connection with the wages portion of Individual Settlement Payments, which shall
3 be paid by Defendant separately and in addition to the Total Settlement Fund.

4 16. Enhancement Award. “Enhancement Award” means the amounts the Court
5 authorizes to be paid to the Plaintiff in addition to her Individual Settlement Payment and
6 Individual PAGA Payment (if applicable), not to exceed \$7,500.00.

7 17. Exclusion Form. “Exclusion Form” means the Exclusion Form, attached as
8 **Exhibit B** to this Agreement, or a substantially similar exclusion form approved by the Court.

9 18. Final Approval Hearing. “Final Approval Hearing” means the hearing at which the
10 Court will consider and determine final approval of the Settlement.

11 19. Final Approval Order and Judgment. “Final Approval Order and Judgment” means
12 the proposed order granting final approval of the Settlement and entering judgment, which Class
13 Counsel will submit to the Court with the motion for final approval of the Settlement.

14 20. Individual Settlement Payment. “Individual Settlement Payment” means the *pro*
15 *rata* share of the Net Settlement Amount that a Class Member may be eligible to receive for the
16 Class Settlement, as set forth in Paragraph 56.e.

17 21. Individual PAGA Payment. “Individual PAGA Payment” means the *pro rata* share
18 of the Aggrieved Employee Amount that an Aggrieved Employee is eligible to receive for the
19 PAGA Settlement, as set forth in Paragraph 56.e.

20 22. Net Settlement Amount. “Net Settlement Amount” means the amount to be
21 distributed to Participating Class Members, which is the Total Settlement Fund less the amounts
22 awarded for the Attorneys’ Fees and Costs, the Enhancement Award, the PAGA Penalty Amount,
23 and Settlement Administration Costs.

24 23. Notice Packet. “Notice Packet” means the Class Notice, Exclusion Form, and
25 Objection Form, substantially in the forms attached as **Exhibit A**, **Exhibit B**, and **Exhibit C**,
26 respectively.

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1 24. Objection. “Objection” means a letter or other written communication
2 submitted by a Class Member to the Settlement Administrator that contains a clear statement by
3 the Class Member that he or she is objecting to any of the terms of the Settlement.

4 25. Objection Form. “Objection Form” means the Objection Form, attached as
5 **Exhibit C** to this Agreement, or a substantially similar objection form approved by the Court.

6 26. Opt-Out Request. “Opt-Out Request” means an Exclusion Form or a Class
7 Member’s written letter indicating a request to be excluded from the Class Settlement, which must:
8 (a) contain the case name and number of the Action; (b) contain the Class Member’s full name,
9 signature, address, telephone number, and last four (4) digits of Social Security Number; (c)
10 contain a clear written statement indicating that the Class Member seeks exclusion from the Class
11 Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address,
12 postmarked on or before the Response Deadline.

13 27. PAGA Released Claims. “PAGA Released Claims” means those claims for civil
14 penalties under PAGA alleged in the Complaint and LWDA Letter in the PAGA Action and claims
15 for civil penalties under PAGA that could have been alleged based solely on the facts alleged in
16 the Complaint and LWDA Letter in the PAGA Action.

17 28. PAGA Penalty Amount. “PAGA Penalty Amount” means the amount of Seventy-
18 Five Thousand Dollars (\$75,000.00), which represents the portion of the Total Settlement Fund
19 allocated to the PAGA Settlement. The PAGA Penalty Amount is paid from the Total Settlement
20 Fund and will be allocated as set forth in Paragraph 56.d. The Parties agree that 75% of the PAGA
21 Penalty Amount (\$56,250.00) will be paid to the Labor and Workforce Development Agency
22 (“LWDA”) as the “LWDA Payment,” and the remaining 25% (\$18,750.00) will be allocated to
23 the Aggrieved Employees as the “Aggrieved Employee Amount.”

24 29. PAGA Period. “PAGA Period” means the period from May 31, 2021 through the
25 date of the Preliminary Approval Order, or as of the date of termination pursuant to Paragraph 55,
26 whichever is sooner.

27 30. PAGA Settlement. “PAGA Settlement” means the settlement and resolution of the
28 PAGA Released Claims.

1 31. Parties. “Parties” means the Defendant and Plaintiff, collectively. Each of the
2 Parties may be referred to in the singular as a “Party.”

3 32. Participating Class Members. “Participating Class Member(s)” means all Class
4 Members who do not submit a timely and valid Opt-Out Request.

5 33. Plaintiff. “Plaintiff” means Sydney Brien.

6 34. Preliminary Approval Order. “Preliminary Approval Order” means an order from
7 the Court preliminarily approving this Settlement.

8 35. Released Parties. “Released Parties” collectively mean: (i) Defendant; (ii)
9 Defendant’s respective past, present and future heirs, executors, administrators, parents,
10 subsidiaries and affiliates, successors and assigns; and (iii) the past, present and future
11 shareholders, managers, officers, partners, members, agents, employees, attorneys, insurers,
12 predecessors, successors and assigns of any of the foregoing.

13 36. Response Deadline. “Response Deadline” means the time period commencing on
14 the date the Notice Packet is initially mailed to Class Members and ending sixty (60) calendar days
15 thereafter. In the event that a Notice Packet is re-mailed to a Class Member, the Response Deadline
16 for that Class Member shall be extended by fifteen (15) calendar days from the initial Response
17 Deadline.

18 37. Settlement Administration Costs. “Settlement Administration Costs” means the
19 amount not to exceed Fifteen Thousand Dollars (\$15,000.00) for the costs of settlement
20 administration, including costs of notice to Class Members, distributing settlement payments, and
21 any other fees and costs incurred or charged by the Settlement Administrator in connection with the
22 execution of its duties under this Settlement.

23 38. Settlement Administrator. “Settlement Administrator” means Simpluris, Inc.
24 (“Simpluris”) or such other third-party administrator chosen by the Parties and approved by the
25 Court for purposes of administering this Settlement. The Parties and their counsel each represent
26 that they do not have any financial interest in the Settlement Administrator or otherwise have a
27 relationship with the Settlement Administrator that could create a conflict of interest.

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39. Total Settlement Fund. "Total Settlement Fund" means the total settlement payment Defendant has agreed to make under this Agreement. The Total Settlement Fund is, and shall not exceed, Six Hundred Fifty Thousand Dollars (\$650,000.00), other than as provided in Paragraph 55. Defendant shall pay the Employer Taxes separately and in addition to the Total Settlement Fund. The Total Settlement Fund shall be funded in accordance with the following schedule:

a. Payment 1: \$325,000.00 paid to a qualified settlement account within thirty (30) calendar days after the Effective Date.

b. Payment 2: \$325,000.00 paid to a qualified settlement account no later than six (6) months after Payment 1 is deposited.

40. Workweeks. “Workweeks” means the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee within the State of California during the Class Period, which will be calculated by the Settlement Administrator by using timecard records to calculate each week in which a Class Member logged 10 or more hours worked.

41. Workweeks Dispute. “Workweeks Dispute” means a Class Member’s written letter disputing the pre-printed information on the Class Notice as to his or her Workweeks during the Class Period, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) clearly state that the Class Member disputes of the number of Workweeks credited to him or her for the Class Period and what he or she contends is the correct number to be credited to him or her; (d) attach any documentation that he or she has to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

RECITALS

42. On May 31, 2022, Plaintiff Sydney Brien provided written notice to the Labor and Workforce Development Agency (“LWDA”), by online submission, and to Defendant, by certified mail, of the specific provisions of the California Labor Code that were violated, thereby initiating

1 LWDA Cased No. LWDA-CM-886536-22.

2 43. On August 4, 2022, Plaintiff Sydney Brien filed a Complaint for Enforcement
3 Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“PAGA
4 Complaint”) against Defendant Mission Ambulance, Inc. in the case entitled in the case entitled
5 *Sydney Brien v. Mission Ambulance, Inc.*, Riverside County Superior Court Case No.
6 CVSW2205165, for civil penalties under PAGA.

7 44. On August 4, 2022, Plaintiff Sydney Brien filed a putative Class Action Complaint
8 for Damages (“Complaint”) against Defendant Mission Ambulance Inc. in the case entitled *Sydney*
9 *Brien v. Mission Ambulance, Inc.*, Riverside County Superior Court Case No. CVRI2203269. The
10 Complaint alleges that Defendant violated various wage-and-hour laws, including: (1) unpaid
11 overtime; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) unpaid minimum
12 wages; (5) final wages not timely paid; (6) wages not timely paid during employment; (7) non-
13 compliant wage statements; (8) failure to keep requisite payroll records; (9) unreimbursed business
14 expenses; and (10) violation of California Business & Professions Code §§ 17200, *et seq.*

15 45. Defendant denies that it engaged in any misconduct in connection with the wage-
16 and-hour practices associated with the Class Members or the Aggrieved Employees. Defendant
17 further denies that it has any liability of any kind associated with the claims alleged in the Actions.
18 Defendant contends that it has complied with both federal and state wage-and-hour laws, and all
19 other laws regulating its relationship with the Class Members and Aggrieved Employees, including
20 Plaintiff.

21 46. On October 10, 2022, the Parties participated in mediation with Eve Wagner, Esq.
22 (the “Mediator”), a respected mediator of complex wage and hour actions. The Parties continued
23 to mediate the dispute and with the aid of the Mediator, the Parties ultimately reached the
24 Settlement described herein to resolve the Actions in their entirety.

25 47. Class Counsel has investigated the facts relating to the Actions. Settlement
26 discussions were conducted at arm’s-length, a full-day mediation with a neutral third-party took
27 place, and the Settlement is the result of an informed and detailed analysis of Defendant’s potential
28 liability and exposure in relation to the costs and risks associated with continued litigation. Based

1 on the documents produced, as well as Class Counsel's own independent investigation and
2 evaluation, Class Counsel believes that the Settlement documented by this Settlement Agreement
3 is fair, reasonable, and adequate, and in the best interest of the Class and State of California in
4 light of all known facts and circumstances, including the risk of significant delay and defenses
5 asserted to the merits of the Actions. While Defendant specifically denies any liability in the
6 Actions, Defendant has agreed to enter into this Settlement to avoid the costs associated with
7 defending the Actions.

8 **TERMS AND CONDITIONS**

9 NOW, THEREFORE, in consideration of the recitals listed above and the promises and
10 warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of
11 the consideration and undertakings set forth below, Plaintiff, individually and on behalf of the Class
12 Members, and the State of California, and Defendant agree that the Actions shall be and are finally
13 and fully compromised and settled on the following terms and conditions:

14 48. **Non-Admission Of Liability.** The Parties enter into this Agreement to resolve the
15 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
16 litigation. In entering into this Agreement, Defendant and the other Released Parties do not admit,
17 and specifically deny, that they have violated any federal, state, or local law; violated any
18 regulations or guidelines promulgated pursuant to any statute or any other applicable laws,
19 regulations or legal requirements; breached any contract; violated or breached any duty; engaged
20 in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to
21 the Class or the Aggrieved Employees. Neither this Agreement, nor any of its terms or provisions,
22 nor any of the negotiations connected with it, shall be construed as an admission or concession by
23 Defendant or any of the other Released Parties of any such violations or failures to comply with
24 any applicable law. Parties agree that this Agreement and its terms and provisions relate to highly-
25 disputed claims, and that this Agreement and its terms and provisions do not establish any liability
26 or admission on the part of Defendant or Plaintiff or establish the existence or non-existence of
27 any condition constituting a violation of, or a non-compliance with, federal, state, local or other
28 applicable law.

1 49. Conditional Nature Of Settlement. For settlement purposes *only*, the Parties agree
2 that (a) a class may be certified in the Actions pursuant to California Code of Civil Procedure
3 Section 382, and (b) the Actions may proceed as a PAGA representative action.

4 a. The Parties intend their settlement to be contingent upon the preliminary
5 and final approval of each and every term of this Agreement, without material modification. The
6 Parties and their respective counsel shall use their respective best reasonable efforts to obtain Court
7 approval and implement this Agreement in accordance with its terms. If the Court does not so
8 approve this Agreement, the Parties agree to meet and confer to address the Court's concerns. If
9 the Parties are unable to agree upon a resolution, the Parties intend this Agreement to become null
10 and void, and unenforceable, in which event the settlement terms set forth in this Agreement,
11 including any modifications made with the consent of the Parties, and any action taken or to be
12 taken in connection with this Agreement shall be terminated and shall become null and void and
13 have no further force or effect, and the class certified for settlement purposes pursuant to this
14 Agreement will be decertified for all purposes.

15 b. In the event the Court does not grant preliminary or final approval of the
16 Parties' settlement, or in the event that this Agreement shall terminate or the settlement embodied
17 in this Agreement does not become effective for any reason, the Agreement and all negotiations,
18 court orders and proceedings relating to the Agreement shall be without prejudice to the rights of
19 the Plaintiff, Class Members and Defendant, each of whom shall be restored to their respective
20 positions existing prior to the execution of this Agreement. Defendant does not waive, and instead
21 expressly reserves, its rights to challenge the propriety of class certification and/or the Actions
22 proceeding on a representative basis for any purpose should the Court not grant preliminary or
23 final approval of the Parties' settlement.

24 50. Class Settlement Release.

25 a. Upon the Effective Date and full funding of the Total Settlement Fund, the
26 Plaintiff and all Participating Class Members hereby do and shall be deemed to have fully, finally,
27 and forever released, settled, compromised, relinquished, and discharged any and all of the
28 Released Parties from the Class Released Claims that arose during the Class Period.

1 b. Because it is impossible or impracticable to have each Participating Class
2 Member execute this Agreement, the Class Notice will advise all Class Members of the binding
3 nature of the Class Settlement as to the Participating Class Members and such notice will have the
4 same force and effect as if the Agreement were executed by each Participating Class Member.

5 51. PAGA Settlement Release: Upon the Effective Date and full funding of the Total
6 Settlement Fund, the Plaintiff and the State of California, hereby do and shall be deemed to have
7 fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all
8 of the Released Parties from the PAGA Released Claims that arose during the PAGA Period.
9 These include, but are not limited to, Labor Code § 2699 *et seq.*, for : (a) failure to provide required
10 meal periods, California Labor Code §§ 226.7, 510 and 512; (b) failure to provide required rest
11 periods, California Labor Code §§ 226.7 and 512; (c) failure to pay overtime wages, California
12 Labor Code §§510, 1194 and 1198; (d) failure to pay minimum wages, California Labor Code §§
13 1194 and 1197; (e) failure to timely pay all wages due during employment and to discharged and
14 quitting employees, California Labor Code §§ 201-204, 210; (f) failure to furnish accurate,
15 itemized wage statements, California Labor Code §§ 226 and 226.3; (g) failure to maintain
16 required records, California Labor Code §§ 226, 1174; (h) failure to provide and calculate sick
17 leave, California Labor Code § 246 ; (i) failure to indemnify employees for necessary expenses,
18 California Labor Code § 2802; (j) unlawful business practices under California, Business and
19 Professions Code §17200, *et seq*; and (k) and violation of PAGA, predicated on the violations of
20 the California Labor Code and applicable IWC Wage Order as alleged in Plaintiff's Operative
21 Complaint and in Plaintiff's PAGA Notice.

22 52. General Release By The Plaintiff. Upon the Effective Date and full funding of the
23 Total Settlement Fund, the Plaintiff fully releases and discharges Defendant and the other Released
24 Parties from all claims that the Plaintiff now has or claims to have, or has ever had or claimed to
25 have, known or unknown, suspected or unsuspected, against the Released Parties through the date
26 of execution of the Settlement Agreement. Without limiting the generality of the foregoing, the
27 Plaintiff specifically and expressly releases to the maximum extent permitted by law any claims
28 against Defendant and the Released Parties, arising out of or relating to the Plaintiff's respective

1 employment or the termination of her employment with Defendant and any of the other Released
2 Parties. This general release by the Plaintiff includes a waiver of Plaintiff's respective rights under
3 Civil Code Section 1542, which provides:

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

8 53. No Prior Assignments. The Parties and their counsel represent and warrant that
9 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
10 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
11 cause of action, or rights released and discharged by this Agreement.

12 54. Allocation Of Total Settlement Fund. Subject to final Court approval and the
13 conditions specified in this Agreement, and in consideration of the mutual covenants and promises
14 set forth in this Agreement, Defendant agrees to pay the Total Settlement Fund of \$650,000.00.
15 The Total Settlement Fund includes Individual Settlement Payments, Attorneys' Fees and Costs,
16 Enhancement Award, the PAGA Penalty Amount, and Settlement Administration Costs. The
17 following table summarizes the allocation of the Total Settlement Fund:

18 **Total Settlement Fund of \$650,000 Allocated As Follows:**

- 19 • **\$75,000.00** for the PAGA Penalty Amount
 - 20 ○ **\$56,250.00** for the LWDA Payment.
 - 21 ○ **\$18,750.00** for the Aggrieved Employee Amount.
- 22 • Attorneys' Fees and Costs
 - 23 ○ not to exceed **35%** of the Total Settlement Fund (i.e., \$227,500.00 if
 - 24 the Total Settlement Fund is \$650,000.00) for attorneys' fees
 - 25 ○ not to exceed **\$30,000.00** for reimbursement of costs and expenses
- 26 • Up to **\$7,500.00** for an Enhancement Award the Plaintiff
- 27 • Settlement Administration Costs, not to exceed **\$15,000.00**

28 55. Settlement Escalator. Defendant represents that there were approximately 64,000
total Workweeks for the period from August 4, 2018 to October 10, 2022 for Class Members.
Should the number of such Workweeks for the Class Members increase beyond five percent (5%)
during the period from August 4, 2018 to the date of the Preliminary Approval Order (i.e., by more

1 than 3,200 Workweeks), the Class Release Period shall end on the day that the total Workweeks
2 reaches 67,200. Defendant agrees to provide the exact number of Workweeks for the Class
3 Members prior to Plaintiff filing her motion for preliminary approval.

4 56. Apportionment of Total Settlement Fund. The Parties agree, subject to Court
5 approval and the conditions specified in this Agreement, that the Total Settlement Fund shall be
6 apportioned as follows:

7 a. Attorneys' Fees and Costs: At the Final Approval Hearing, Plaintiff will
8 apply to the Court for an award of Attorneys' Fees and Costs to Class Counsel, which shall not
9 exceed 35% of the Total Settlement Fund (i.e., \$227,500.00 if the Total Settlement Fund is
10 \$650,000.00) for attorneys' fees and up to \$30,000.00 for reimbursement of actual costs and
11 expenses associated with Class Counsel's litigation and settlement of the Actions. Defendant will
12 not oppose such an application. The Attorneys' Fees and Costs are included in, and shall come
13 from, the Total Settlement Fund. Class Counsel will be issued an IRS Form 1099 for any
14 Attorneys' Fees and Costs awarded by the Court pursuant to this Settlement. Except as provided
15 in this Settlement, each Party will bear his, her, or its own attorneys' fees, costs, and expenses
16 incurred in the prosecution, defense, or settlement of the Actions. If the Court awards a lower
17 amount of Attorneys' Fees and Costs than the amount requested, any amount not awarded will be
18 part of the Net Settlement Amount for the benefit of the Participating Class Members as set forth
19 in this Agreement and shall not be a reason to invalidate/terminate this Agreement. With respect
20 to the Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase
21 an annuity to utilize United States Treasuries and bonds or utilize other attorney fee deferral
22 vehicles, for Class Counsel, and any additional expenses for doing so shall be paid separately by
23 Class Counsel and shall not be included within the Settlement Administration Costs. Defendant
24 and Defendant's counsel shall not be liable for any expenses associated with the purchase or use
25 of any attorney fee deferral vehicles for Class Counsel by the Settlement Administrator.

26 b. Settlement Administration Costs: At the Final Approval Hearing, Plaintiff
27 will apply to the Court for approval of Settlement Administration Costs to the Settlement
28 Administrator, not to exceed the amount of \$15,000.00. Defendant will not oppose such an

1 application. The Settlement Administration Costs are included in, and shall come from, the Total
2 Settlement Fund. Any portion of the estimated, designated, and/or awarded Settlement
3 Administration Costs which are not in fact awarded or required to fulfill payment to the
4 Settlement Administrator to undertake the required settlement administration duties will be part
5 of the Net Settlement Amount for the benefit of Participating Class Members.

6 c. Enhancement Award: At the Final Approval Hearing, Plaintiff will apply
7 to the Court for an award of up to \$7,500.00 to be paid to Plaintiff as an Enhancement Award for
8 her services and for assuming the risks associated with the litigation of the Actions, and as
9 consideration for providing the general release provided in Paragraph 52. Defendant will not
10 oppose such an application. The Enhancement Award is included in, and shall come from, the
11 Total Settlement Fund. Plaintiff will be issued an IRS Form 1099 for the Enhancement Award
12 approved by the Court pursuant to this Paragraph. The Enhancement Award payable to Plaintiff
13 shall be in addition to any payment she may receive pursuant to this Settlement. If the Court
14 awards less than the amount requested, any amount not awarded will be part of the Net Settlement
15 Amount for the benefit of the Participating Class Members as set forth in this Agreement and shall
16 not be a reason to invalidate/terminate this Agreement.

17 d. PAGA Penalty Amount: At the Final Approval Hearing, Plaintiff will apply
18 to the Court for approval of the PAGA Penalty Amount of \$75,000.00 for claims for civil penalties
19 asserted under PAGA. Defendant will not oppose such an application. Class Counsel will submit
20 this Settlement and related orders and information to the LWDA, as required by Labor Code
21 § 2699(1)(2). The Parties agree that 75% of the PAGA Penalty Amount (\$56,250.00) will be paid
22 to the LWDA as the LWDA Payment, and the remaining 25% (\$18,750.00) will be allocated to
23 the Aggrieved Employees as the Aggrieved Employee Amount.

24 e. Settlement Payments. The Individual Settlement Payments shall consist of
25 each Participating Class Member's *pro rata* portion of the Net Settlement Amount and the
26 Individual PAGA Payments shall consist of each Aggrieved Employee's *pro rata* portion of the
27 Aggrieved Employee Amount.

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i) Individual Settlement Payments: Each Participating Class Member's Individual Settlement Payment will be calculated by the Settlement Administrator by dividing the Participating Class Member's number of Workweeks during the Class Period by the total number of Workweeks of all Participating Class Members during the Class Period and multiplying this figure by the Net Settlement Amount. The Class Notice will include the number of Workweeks of each Class Member during the Class Period and the estimated amount of the Class Member's Individual Settlement Payment.

ii) Individual PAGA Payments: Each Aggrieved Employee's Individual PAGA Payment will be calculated by the Settlement Administrator by dividing the Aggrieved Employee's number of Workweeks during the PAGA Period only by the total number of Workweeks of all Aggrieved Employees during the PAGA Period and multiplying this figure by the Aggrieved Employee Amount. Defendant agrees to provide the exact number of Workweeks for each Aggrieved Employee prior to Plaintiff filing her motion for preliminary approval. The Class Notice will include the number of Workweeks of each Aggrieved Employee during the PAGA Period and the estimated amount of the Aggrieved Employee's Individual PAGA Payment.

f. The Parties acknowledge and agree that the formulas used to calculate the Individual Settlement Payments and Individual PAGA Payments does not mean that all of the elements of damages, restitutionary relief, and penalties alleged in the Actions are not being taken into account. The above formula was devised as a practical and logistical method to simplify the payment process. Any Class Members who were employed during the PAGA Period and who opt out of the Class Settlement will still be considered Aggrieved Employees for purposes of this Settlement, and, therefore, will receive their Individual PAGA Payment.

g. Individual Settlement Payments shall be distributed only to Participating Class Members and Individual PAGA Payments will be distributed to all Aggrieved Employees.

h. The Parties agree that, under no circumstances shall Defendant be obligated to pay any amount under this Agreement to any Class Member other than the payment of Enhancement Award to Plaintiff, Individual Settlement Payments to Participating Class Members, and Individual PAGA Payments to Aggrieved Employees.

1 57. No Credit Toward Benefit Plans. The Individual Settlement Payments and
2 Individual PAGA Payments will not be utilized to calculate any additional benefits under any
3 benefit plans to which any Plaintiff, Participating Class Member, or Aggrieved Employee may be
4 eligible including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock
5 purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it
6 is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to
7 which any Plaintiff, Participating Class Member, or Aggrieved Employee may be entitled under
8 any benefit plans.

9 58. Taxation Of Settlement Proceeds.

10 a. Individual Settlement Payments shall be reported as follows: (i) twenty
11 percent (20%) as wages, which will be reported on an IRS W-2 Form; and (ii) eighty (80%) as
12 interest, penalties, and non-wage damages, which will be reported on an IRS Form 1099. The
13 Individual PAGA Payments will be considered one hundred percent (100%) penalties and will be
14 reported on an IRS Form 1099. The Settlement Administrator will withhold the employee's share
15 of taxes and withholdings with respect to the wages portion of the Individual Settlement Payments,
16 and issue checks to Participating Class Members for their Individual Settlement Payments net of
17 these taxes and withholdings. The Employer Taxes shall be paid by Defendant separately and in
18 addition to the Total Settlement Fund.

19 b. Prior to mailing the Individual Settlement Payments, the Settlement
20 Administrator will calculate, withhold from the Individual Settlement Payments, and remit to
21 applicable governmental agencies sufficient amounts as may be owed by Participating Class
22 Members for required employee withholdings and taxes, including all payroll taxes. The
23 Settlement Administrator will issue appropriate tax forms to each Participating Class Member and
24 Aggrieved Employee consistent with the foregoing breakdown. The Parties understand that the
25 Plaintiff, Participating Class Members, and Aggrieved Employees who receive an Individual
26 Settlement Payment and/or Individual PAGA Payment pursuant to this Agreement shall be solely
27 responsible for any and all tax obligations associated with such receipt.

28 ///

1 c. The Parties stipulate that the Total Settlement Fund will qualify as a
2 settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code
3 of 1986, as amended, and Section 1.468B-1 *et seq.* of the federal income tax regulations.
4 Furthermore, the Settlement Administrator is designated as the “Administrator” of the qualified
5 settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations.

6 d. All Parties represent and acknowledge that nothing in this Agreement
7 constitutes tax advice regarding the tax treatment of payments under federal, state, or local law.
8 The Plaintiff, Participating Class Members, and Aggrieved Employees will assume any such tax
9 obligations or consequences that may arise from this Agreement and Plaintiff, Participating Class
10 Members, and Aggrieved Employees shall not seek any indemnification from the Parties or any of
11 the Released Parties in this regard. In the event that any taxing body determines that additional
12 taxes are due from any Plaintiff, Participating Class Member, or Aggrieved Employee, such
13 individual assumes all responsibility for the payment of such taxes.

14 59. Notice Procedure. Within fourteen (14) calendar days after entry of the Preliminary
15 Approval Order, Defendant will provide the Class List to the Settlement Administrator. Defendant
16 will provide the Class List in an Excel file or other format reasonably acceptable to the Settlement
17 Administrator. The Settlement Administrator will keep the list confidential and use it only for the
18 purposes described in this Agreement.

19 a. Upon receipt of the Class List, the Settlement Administrator shall perform
20 a search based upon the National Change of Address Database to update and correct any known
21 or identifiable address changes. The Settlement Administrator shall exercise its best judgment to
22 determine the current mailing address for each Class Member. Within fourteen (14) calendar days
23 after receipt of the Class List from Defendant, the Settlement Administrator will send the Notice
24 Packet in English and Spanish to each Class Member via First Class U.S. Mail.

25 b. The Settlement Administrator will re-mail any Notice Packet returned by
26 the United States Postal Service, on or before the Response Deadline, with a forwarding address
27 promptly.

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1 c. The Settlement Administrator will use the appropriate skip tracing and
2 National Change of Address searches to increase the likelihood of delivery of the Notice Packet to
3 Class Members, and to re-mail the Notice Packets returned by the Postal Service, on or before the
4 Response Deadline, without a forwarding address upon locating new or alternate addresses after a
5 reasonable search, within five (5) calendar days.

6 d. Class Counsel will provide to the Court, in connection with seeking final
7 approval of the Settlement, a declaration from the Settlement Administrator confirming that the
8 Notice Packet was mailed to all Class Members as required by this Agreement, as well as any
9 additional information Class Counsel deems appropriate to provide to the Court.

10 60. Dispute Procedure. The Class Notice will include the procedure by which a Class
11 Member may dispute the number of Workweeks allocated to him or her for the Class period by
12 submitting a timely and valid Workweeks Dispute. Upon receipt of a Workweeks Dispute, the
13 Settlement Administrator shall promptly serve Class Counsel and Defendant's counsel with a copy
14 of the Workweeks Dispute and any accompanying papers. No Workweeks Dispute shall be
15 effective or considered for any purpose unless it is timely mailed to the Settlement Administrator
16 by U.S. mail, postmarked on or before the Response Deadline. Defendant shall have the right to
17 respond to the Workweeks Dispute by any Class Member. All information and documents relating
18 to any such disputes will be provided to Class Counsel. The Settlement Administrator will resolve
19 the Workweeks Dispute and make a determination. The Settlement Administrator's determination
20 will be subject to review by the Court at the time of the Final Approval Hearing, so long as the
21 Participating Class Member submits a written challenge to the Settlement Administrator regarding
22 the Settlement Administrator's determination of their Workweeks Dispute before the Final
23 Approval Hearing. The Settlement Administrator shall attach a copy of said challenge(s) to its
24 own declaration, and cause said declaration to be filed with the Court (with the assistance of
25 Defendant's counsel and Class Counsel).

26 61. Opt-Out Procedure. Unless a Class Member opts out of the Class Settlement
27 described in this Agreement, the Class Member will be bound by the terms and conditions of the
28 Class Settlement, including the release of the Class Released Claims that arose during the Class

1 Period. A Class Member will not be entitled to opt out of the Class Settlement unless the Class
2 Member submits a timely and valid Opt-Out Request to the Settlement Administrator by fax,
3 email, or U.S. mail postmarked on or before the Response Deadline. Aggrieved Employees may
4 not opt out of the PAGA Settlement. Any Class Member who is also considered an Aggrieved
5 Employee and who opts out of the Class Settlement will still be issued their Individual PAGA
6 Payment (if applicable) and will be bound by the PAGA Settlement.

7 a. Upon receipt of any Opt-Out Request within the Response Deadline, the
8 Settlement Administrator shall review the Opt-Out Request to confirm that it complies with the
9 opt-out requirements of this Agreement. Any Class Member who fails to submit a timely and valid
10 Opt-Out Request will be barred from opting out of the Class Settlement and will be deemed a
11 Participating Class Member unless otherwise ordered by the Court. If the Settlement
12 Administrator receives a timely Opt-Out Request that is incomplete, it will make accept the Opt-
13 Out Request as valid if the Settlement Administrator can reasonably ascertain the identity of the
14 person as a Class Member and the Class Member's desire to opt out. If the Settlement
15 Administrator has reason to question the validity of the Opt-Out Request, the Settlement
16 Administrator will make reasonable attempts to contact the Class Member to cure the defect. The
17 Settlement Administrator will not consider any Opt-Out Request received or postmarked after the
18 end of the Response Deadline but will report its receipt of any such requests to Class Counsel and
19 counsel for Defendant. It shall be presumed that, if an Opt-Out Request is not received or
20 postmarked on or before the end of the Response Deadline, the Class Member did not make the
21 request in a timely manner. A declaration submitted by any Class Member attesting to the mailing
22 of an Opt-Out Request on or before the expiration of the Response Deadline shall be insufficient
23 to overcome the conclusive presumption that the Opt-Out Request was untimely. Under no
24 circumstances shall the Settlement Administrator have the authority to extend the deadline for
25 Class Members to submit an Opt-Out Request without the written consent of counsel for the
26 Parties.

27 b. At the close of the Response Deadline, the Settlement Administrator shall
28 report the names of all individuals who opted-out of the Class Settlement to counsel for the Parties

1 and include this information in a declaration regarding the distribution of the Notice Packet that
2 will be provided in support of Plaintiff's motion for final approval.

3 c. If more than ten percent (10%) of the Class Members timely opt out of the
4 Class Settlement, Defendant will have the sole and absolute discretion to withdraw from this
5 Agreement within fourteen (14) calendar days after Defendant receives notice of the number of
6 Opt-Out Requests that exceed ten percent (10%) or more of the Class Members. Defendant will
7 provide written notice to Class Counsel if it intends to withdraw from this Agreement. In the event
8 that Defendant elects to so withdraw, the withdrawal shall have the same effect as a termination
9 of this Agreement for failure to satisfy a condition of settlement, and the Agreement shall become
10 null and void and have no further force or effect, and the class certified pursuant to this Agreement
11 will be decertified for all purposes. If the Settlement Agreement is terminated for this or any other
12 reason, including the Court's failure to grant final approval of the Settlement, then Defendant will
13 be responsible for the Settlement Administrator's fees and costs up to termination.

14 62. Objections To the Class Settlement. Any Class Member who has not opted out of
15 the Class Settlement (i.e., Participating Class Member) may object to the Class Settlement by
16 submitting a timely and valid Objection by U.S. mail, postmarked on or before the Response
17 Deadline to the Settlement Administrator (who shall promptly provide a copy to Class Counsel
18 and counsel for Defendant). The Settlement Administrator will attach copies of all Objections that
19 it receives on or before the Response Deadline, to its declaration, which Class Counsel will ensure
20 is filed with the Court concurrently with the final approval documents. The Parties' counsel shall
21 inform the Settlement Administrator if the final approval hearing is continued, and the Settlement
22 Administrator shall inform any objectors, in writing, if the final approval hearing is continued. In
23 addition to a written Objection or in lieu of a written Objection, Participating Class Members may
24 appear and object orally at the Final Approval Hearing.

25 a. Class Counsel or Defendant's counsel may, before the Final Approval
26 Hearing, file responses to any written Objections.

27 b. Unless they opt out of the Class Settlement as specified in Paragraph 61,
28 Class Members who object to the Class Settlement shall remain Participating Class Members and

1 shall be deemed to have voluntarily waived their right to pursue an independent remedy against
2 Defendant and the other Released Parties. Any Participating Class Member who objects to the
3 Class Settlement shall be bound by the Court's Final Approval Order and Judgment.

4 c. In the event that any person objects to or opposes the Class Settlement, or
5 attempts to intervene in or otherwise enter the Action, the Parties and Class Counsel will use their
6 best efforts to defend the Settlement.

7 d. Class Members may not both object and opt out of the Class Settlement.

8 63. Funding And Distribution Of Settlement.

9 a. Within fourteen (14) calendar days of the close of the Response Deadline,
10 the Settlement Administrator will provide Class Counsel and Defendant's counsel with a report
11 listing the amount of all Individual Settlement Payments to be made to Participating Class
12 Members and all Individual PAGA Payments to be made to Aggrieved Employees. The report to
13 Class Counsel will not include the names or contact information of Participating Class Members
14 and Aggrieved Employees.

15 b. Within fourteen (14) calendar days of the close of the Response Deadline,
16 the Settlement Administrator will provide a draft declaration to Class Counsel and Defendant's
17 counsel setting forth: the total number of Class Members, Participating Class Members, and
18 Aggrieved Employees; attaching all timely Objections received on or before the Response
19 Deadline; the identity of those individuals who submitted timely Opt-Out Requests; the total
20 amount payable to all Participating Class Members and Aggrieved Employees; the lowest, highest,
21 and average amounts to be paid to all Participating Class Members and Aggrieved Employees; and
22 the total PAGA Penalty Amount, Attorneys' Fees and Costs, Enhancement Awards, Settlement
23 Administration Costs, Net Settlement Amount, and the Employer's Taxes.

24 c. Within thirty (30) calendar days after the Effective Date, Defendant shall
25 deposit Payment 1 (\$325,000.00) to a qualified settlement account established by the Settlement
26 Administrator. No later than six (6) months after Payment 1 is deposited, Defendant shall deposit
27 Payment 2 (\$325,000.00) to the qualified settlement account established by the Settlement
28 Administrator.

1 d. No later than five (5) calendar days after receipt of Payment 1, the
2 Settlement Administrator shall distribute the following payments: Individual Settlement Payments
3 to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, and
4 Enhancement Award to Plaintiff. No later than five (5) calendar days after Defendant deposits
5 Payment 2 with the Settlement Administrator, the Settlement Administrator shall distribute the
6 following payments: Attorneys' Fees and Expenses to Class Counsel, LWDA Payment to the
7 LWDA, and Administration Expenses to itself, all in the Court-approved amounts.

8 e. No person will have any claim against the Settlement Administrator,
9 Defendant, Plaintiff, Class Counsel, Defendant's counsel, or any other agent designated by the
10 Plaintiff or Class Counsel based upon the distribution of Individual Settlement Payments and
11 Individual PAGA Payments made substantially in accordance with this Agreement or further
12 orders of the Court.

13 f. The Settlement Administrator will be responsible for issuing the Individual
14 Settlement Payments by way of check to the Participating Class Members and the Individual
15 PAGA Payments by way of check to the Aggrieved Employees, in accordance with this Settlement
16 Agreement. The Settlement Administrator may, at its discretion, distribute the Individual
17 Settlement Payment and Individual PAGA Payment by way of a single check that combines both
18 payments (if applicable). If a Participating Class Member's Individual Settlement Payment check
19 and/or an Aggrieved Employee's Individual PAGA Payment check is returned to the Settlement
20 Administrator within sixty (60) calendar days of the original mailing of the check, the Settlement
21 Administrator will make reasonable efforts to re-mail it to the Participating Class Member and/or
22 Aggrieved Employee at the correct address. It is expressly understood and agreed that each
23 Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable
24 for one-hundred eighty (180) calendar days after mailing, and thereafter, will be cancelled.
25 Pursuant to California Code of Civil Procedure Section 384, all funds associated with such
26 cancelled checks will be transmitted to Riverside Legal Aid. The Parties and their counsel each
27 represent that they do not have any significant affiliation or involvement with the proposed *cy*
28 *pres* recipient. The Settlement Administrator shall mail a reminder postcard to any Participating

1 Class Member and/or Aggrieved Employee whose Individual Settlement Payment and/or
2 Individual PAGA Payment check has not been negotiated within sixty (60) calendar days after
3 the date of mailing. The Settlement Administrator may, as necessary, undertake amended and/or
4 supplemental tax filings and reporting, required under applicable local, state, and federal tax laws,
5 that are necessitated due to the cancellation of any Individual Settlement Payment checks or
6 Individual PAGA Payment checks. To the extent that the Settlement Administrator is able to
7 obtain or receive the return or refund of the amounts that were transmitted to taxing authorities for
8 the employer's and employees' share of taxes, contributions, and/or withholding associated with
9 cancelled Individual Settlement Payments, all such amounts shall also be transmitted to Riverside
10 Legal Aid. Participating Class Members whose Individual Settlement Payment checks are
11 cancelled and Aggrieved Employees whose Individual PAGA Payment checks are cancelled, shall,
12 nevertheless, be bound by this Settlement Agreement.

13 g. Defendant will not be obligated to make any payments contemplated by this
14 Agreement unless and until the Court enters the Final Approval Order and Judgment, and after the
15 Effective Date of the Agreement.

16 h. Within sixty (60) calendar days of the completion of the mailing of the
17 Individual Settlement Payment and Individual PAGA Payment checks, the Settlement
18 Administrator will provide written certification of completion of settlement administration to Class
19 Counsel and to Defendants' counsel.

20 64. Binding Effect Of Agreement On Participating Class Members. Subject to final
21 Court approval and the occurrence of the Effective Date, all Participating Class Members are
22 deemed by operation of the Final Approval Order and Judgment to be bound to the Class
23 Settlement and thereby to have agreed not to sue or otherwise make a claim against Defendant or
24 any of the Released Parties for any of the Class Released Claims that arose during the Class Period.

25 65. Binding Effect Of Agreement On The State of California. Subject to final Court
26 approval and the occurrence of the Effective Date, the State of California is deemed by operation
27 of the Final Approval Order and Judgment to be bound to the PAGA Settlement and thereby to
28 have agreed not to sue or otherwise make a claim against Defendant or any of the Released Parties

1 for any of the PAGA Released Claims that arose during the PAGA Period.

2 66. Provisional Approval Of Settlement. Plaintiff will file a motion in the Action
3 requesting that the Court enter the Preliminary Approval Order. Defendant will not oppose the
4 motion for preliminary approval of the Settlement so long as the motion and supporting papers are
5 consistent with the terms of this Agreement. Class Counsel will provide Defendant's counsel with
6 a reasonable opportunity to review, and provide comments to, the motion for preliminary approval
7 of the Settlement before the motion and supporting papers are filed with the Court. Defendant's
8 Counsel will meet and confer with Class Counsel regarding any disputed factual statements in the
9 motion for preliminary approval before the filing of the motion with the Court.

10 67. Non-Interference With Claims Procedure. The Parties and their counsel agree that
11 they will not advise, solicit, or otherwise encourage any Class Members to submit Opt-Out
12 Requests or make objections to the Class Settlement or to appeal from the Final Approval Order
13 and Judgment.

14 68. Final Approval Order and Judgment. Plaintiff will request that the Court enter,
15 after the Final Approval Hearing, a Final Approval Order and Judgment. Plaintiff will request that
16 the Final Approval Order and Judgment certify the Class; find that this Agreement is fair, just,
17 equitable, reasonable, adequate and in the best interests of the Class and State of California; list
18 the employees (if any) who opted-out of the Class Settlement; order that the Participating Class
19 Members release the Released Parties from the Class Released Claims that arose during the Class
20 Period and the State of California release the Released Parties from the PAGA Released Claims
21 that arose during the PAGA Period, as set forth in this Agreement; and require the Parties to carry
22 out the provisions of this Agreement. The Parties shall provide the Settlement Administrator with
23 a copy of the Final Approval Order and Judgment once it is entered by the Court, and the
24 Settlement Administrator shall post the Final Approval Order and Judgment on its website for
25 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to
26 the Class will be required.

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1 69. Automatic Voiding Of Agreement If Settlement Not Finalized. If for any reason
2 this Agreement does not become final, the Settlement will be null and void and the orders,
3 judgment, and dismissal to be entered pursuant to this Agreement shall be vacated, and the Parties
4 will be returned to the status quo prior to entering this Agreement with respect to the Actions, as
5 if the Parties had never entered into this Agreement, and the class certified pursuant to this
6 Agreement will be decertified for all purposes. In addition, in such event, the Agreement and all
7 negotiations, court orders, and proceedings relating to this Agreement shall be without prejudice
8 to the rights of any and all parties to this Agreement, and evidence relating to the Agreement and
9 all negotiations shall not be admissible or discoverable in the Actions or otherwise.

10 70. Vacating of Deadlines. The Parties agree to cooperate in vacating any and all class
11 certification deadlines and trial dates. The Parties will cooperate in staying any and all discovery
12 and trial-related dates.

13 71. Financial Documentation. Defendant shall provide documentation to support
14 claims of financial distress and/or need for a payment plan as necessary to support approval of the
15 Settlement.

16 72. Invalidation Of Agreement For Failure To Satisfy Conditions. If the Court makes
17 material changes to the material terms or conditions of Paragraphs 10, 27, 38, 48, 50, 51, 52, 54,
18 55, 56, 57, or 58 of this Agreement, other than changes to comply with the Court's published Case
19 Management Order, that are not agreed to by the Parties, either Party shall have the right to
20 terminate this Agreement, in which case Defendant would not be obligated to make any payments
21 to any Class Member, to Class Counsel, or to Plaintiff. The Parties shall meet and confer in good
22 faith before exercising such right.

23 73. Modification In Writing. Prior to the filing of the motion for preliminary approval
24 of the Settlement, this Agreement may be altered, amended, or modified, in whole or in part, only
25 in a writing signed by counsel for all of the Parties to this Agreement. After the filing of the motion
26 for preliminary approval of the Settlement, this Agreement may be altered, amended, or modified,
27 in whole or in part, only in a writing signed by counsel for all of the Parties to this Agreement, and
28 subject to Court approval. This Agreement may not be amended, altered, modified or waived, in

1 whole or in part, orally.

2 74. Ongoing Cooperation. Plaintiff and Defendant will execute all documents and
3 perform all acts necessary and proper to effectuate the terms of this Agreement. The execution of
4 such documents must take place prior to the Final Approval Hearing. In the event the Parties are
5 unable to reach agreement on the form or content of any document needed to implement the
6 Settlement, or any supplemental provisions that may become necessary to effectuate the terms of
7 the Settlement, the Parties agree to seek the assistance of the Mediator.

8 75. Notices. All notices, requests, demands, and other communications required or
9 permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered
10 personally or by first class mail to the undersigned persons at their respective addresses as set forth
11 below:

12 **CLASS COUNSEL**

13 LAWYERS FOR JUSTICE, P.C.
14 Edwin Aiwazian, Esq.
15 Arby Aiwazian, Esq.
16 Joanna Ghosh, Esq.
17 Vartan Madoyan, Esq.
18 Helene Mayer, Esq.
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Fax: (818) 265-1021

19 **COUNSEL FOR DEFENDANT**

20 STREAM KIM HICKS WRAGE & ALFARO, PC
21 Jamie E. Wrage, Esq.
22 Amy Osborne, Esq.
23 3403 Tenth Street
24 Suite 700
Riverside, CA 92501
Telephone: (951) 783-9470
Fax: (951) 783-9475

25 76. Binding on Successors. This Agreement will be binding upon and will inure to the
26 benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and
27 legal representatives.

28 77. Entire Agreement. This Agreement constitutes the full, complete, and entire

1 understanding, agreement, and arrangement between the Plaintiff, on the one hand, and Defendant,
2 on the other hand, with respect to the settlement of the Actions. This Agreement supersedes any
3 and all prior oral or written understandings, agreements, and arrangements between the Parties
4 with respect to the settlement of the Actions. Except for those set forth expressly in this
5 Agreement, there are no other agreements, covenants, promises, representations, or arrangements
6 between the Parties with respect to the settlement of the Actions, the PAGA Released Claims, and
7 the Class Released Claims against Defendant and the Released Parties. The Parties explicitly
8 recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a), which
9 provide that a written agreement is to be construed according to its terms, and may not be varied
10 or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written
11 representations or terms shall modify, vary, or contradict the terms of this Agreement.

12 78. Execution In Counterparts. This Agreement may be signed in one or more
13 counterparts. All executed copies of this Settlement Agreement, and photocopies of the
14 Agreement (including facsimile and e-mail copies of the signature pages), shall have the same
15 force and effect and shall be as legally binding and enforceable as the original.

16 79. Captions. The captions, section numbers, and paragraph numbers, in this
17 Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or
18 describe the scope or intent of the provisions of this Agreement.

19 80. Governing Law. This Agreement shall be interpreted, construed, enforced, and
20 administered in accordance with the laws of the State of California, without regard to conflict of
21 law rules.

22 81. Reservation Of Jurisdiction. Notwithstanding the dismissal of the Action and entry
23 of the Final Approval Order and Judgment, the Court shall retain jurisdiction for purposes of
24 interpreting and enforcing the terms of this Agreement pursuant to Code of Civil Procedure section
25 664.6.

26 82. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
27 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
28 against one Party than another merely by virtue of the fact that it may have been prepared by

counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

83. Representation and Warranties. Class Counsel and Plaintiff represent and warrant to Defendant that they are not aware of any attorneys beyond those named as Class Counsel who have claims for fees arising out of the Actions or the Settlement contemplated by this Agreement.

84. Authorization to Act. Each Party to this Agreement covenants and warrants that (a) such Party has full power and authority to enter into and consummate all transactions contemplated by this Agreement and have duly authorized the execution, delivery and performance of this Agreement and (b) the person executing this Agreement for such Party has the full right, power and authority to enter into this Agreement on behalf of such Party, and the full right, power and authority to execute any and all necessary instruments in connection with the Settlement, and to fully bind such Party to the terms and obligations of this Agreement.

85. Representation By Counsel. The Parties acknowledge that each of them has been represented by their respective counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of their respective counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement, and that after entry by the Court of the Final Approval Order and Judgment, the Settlement Administrator may distribute funds to Participating Class Members, Aggrieved Employees, Class Counsel, the LWDA, the Settlement Administrator, and Plaintiff as provided by this Agreement.

86. Representation By Plaintiff. Plaintiff agrees not to request to be excluded from the Class and not to object to any terms of this Agreement. Any such request by Plaintiff for exclusion or objection shall be void and of no force or effect.

87. Additional Attorneys' Fees and Costs. No Participating Class Member, Aggrieved Employee, or Class Counsel, or any other attorney acting for any Participating Class Member or Aggrieved Employee, may recover or seek to recover any amounts for fees, costs, or disbursements arising from the Actions or the Total Settlement Fund from the Parties except as expressly provided in this Agreement.

88. No Reliance on Representations. The Parties have made such investigations of the facts and the law pertaining to the matters described in this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any other Party, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

89. No Collateral Attack. This Agreement will not be subject to collateral attack by any Class Member or any recipient of the Notice Packet after the Final Approval Order and Judgment. Such prohibited collateral attacks shall include but not be limited to claims that the Class Member failed for any reason to receive timely notice of the procedure for opting out of the Class Settlement.

90. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Action (including, and not limited to, the deadline to bring the Actions to trial under California Code of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

IT IS SO AGREED:

Dated: 08/28/2024

PLAINTIFF SYDNEY BRIEN

By:

Sydney Brien
Plaintiff

Dated: _____

DEFENDANT MISSION AMBULANCE, INC.

By:_____

Title:

1 88. No Reliance on Representations. The Parties have made such investigations of the
2 facts and the law pertaining to the matters described in this Agreement as they deem necessary,
3 and have not relied, and do not rely, on any statement, promise, or representation of fact or law,
4 made by any other Party, or any of their agents, employees, attorneys, or representatives, with
5 regard to any of their rights or asserted rights, or with regard to the advisability of making and
6 executing this Agreement, or with respect to any such matters. No representations, warranties, or
7 inducements have been made to any Party concerning this Agreement.

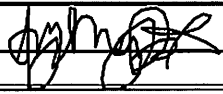
8 89. No Collateral Attack. This Agreement will not be subject to collateral attack by
9 any Class Member or any recipient of the Notice Packet after the Final Approval Order and
10 Judgment. Such prohibited collateral attacks shall include but not be limited to claims that the
11 Class Member failed for any reason to receive timely notice of the procedure for opting out of the
12 Class Settlement.

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14 in the Action (including, and not limited to, the deadline to bring the Actions to trial under
15 California Code of Civil Procedure section 583.310), except such proceedings necessary to
16 implement and complete the Settlement Agreement, pending the Final Approval Hearing to be
17 conducted by the Court.

18 IT IS SO AGREED:

19
20
21
22 Dated: 08/28/2024

PLAINTIFF SYDNEY BRIEN

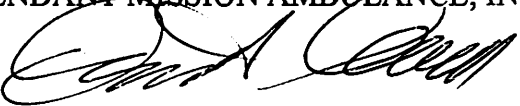
By: 

Signature Required MAC008 008-4513-0766-0100130774

Sydney Brien
Plaintiff

23
24
25 Dated: 10/22/2024

DEFENDANT MISSION AMBULANCE, INC.

By: 

Title: CEO

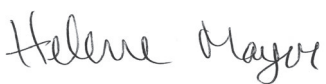
1 APPROVED AS TO FORM AND CONTENT:

2 Dated: August 28, 2024

LAWYERS *for* JUSTICE, PC

3

4

By: 

5

Arby Aiwazian

6

Joanna Ghosh

7

Vartan Madoyan

8

Helene Mayer

9 APPROVED AS TO FORM AND CONTENT:

10

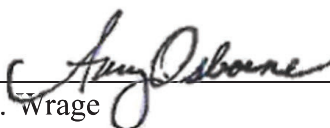
11 Dated: September 6, 2024

STREAM KIM HICKS WRAGE

12

& ALFARO, PC

13

By: 

14

Jamie E. Wrage

15

Amy Osborne

16

17

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19

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27

28

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Sydney Brien v. Mission Ambulance, Inc.
Superior Court of California for the County of Riverside, Case No. CVRI2203269

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Sydney Brien ("Plaintiff") and Defendant Mission Ambulance, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Sydney Brien v. Mission Ambulance, Inc.*, Riverside County Superior Court, Case No. CVRI2203269 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and/or an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Class Released Claims and/or PAGA Released Claims against Defendant that are covered by this Settlement.
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you do not want to fully participate in the proposed Class Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Opt Out Request by [response deadline] Once you opt out, you will no longer be eligible for an Individual Settlement Payment.
The Opt-out Deadline is	You cannot opt-out of the PAGA Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	All Class Members who do not opt-out ("Participating Class Members") can object to the Class Settlement by sending the Settlement Administrator an Objection. See Section IV.C of this Notice. Participating Class Members cannot object to the PAGA Settlement.
Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [] on [] at []. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using Zoom. Participating Class Members can verbally object to the Class Settlement at the Final Approval Hearing. See Section IV.C of this Notice.

You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by [redacted]	The amount of your Individual Settlement Payment and Individual PAGA Payment (if any) depend on how many Workweeks you were determined to have worked during the Class Period and/or PAGA Period. If you disagree with either of the numbers below, you must submit a Workweeks Dispute to the Settlement Administrator. See Section III.B of this Notice. You have been credited with [redacted] Workweeks during the Class Period. You have been credited with [redacted] Workweeks during the PAGA Period
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I. IMPORTANT DEFINITIONS

“**Class**” all current and former hourly-paid or non-exempt employees of Defendant employed within the State of California at any time from August 4, 2018 through [the date of the Preliminary Approval Order, or as of the date of termination pursuant to Paragraph 55 of the Agreement, whichever is sooner].

“**Class Member**” means a member of the Class.

“**Class Period**” is the time period from August 4, 2018 through [the date of the Preliminary Approval Order, or as of the date of termination pursuant to Paragraph 55 of the Agreement, whichever is sooner].

“**Class Settlement**” means the settlement and resolution of the Class Released Claims (described in Section III.D below).

“**Aggrieved Employees**” refers to all current and former hourly-paid or non-exempt employees of Defendant employed within the State of California at any time May 31, 2021 through [the date of the Preliminary Approval Order, or as of the date of termination pursuant to Paragraph 55 of the Agreement, whichever is sooner].

“**PAGA Period**” means the time period from May 31, 2021 through [the date of the Preliminary Approval Order, or as of the date of termination pursuant to Paragraph 55 of the Agreement, whichever is sooner].

“**PAGA Settlement**” means the settlement and resolution of the PAGA Released Claims (described in Section III.D below).

II. BACKGROUND OF THE LAWSUIT

On May 31, 2022, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated (“LWDA Notice”). On August 4, 2022, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Riverside County Superior Court, Case No. CVRI2203269. On August 4, 2022, Plaintiff commenced a representative action under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“PAGA”) by filing a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in Riverside County Superior Court, Case No. CVSW2205165.

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code sections 17200-17210, and conduct that gives rise to penalties under California Labor Code sections 2698-2699.8 (“PAGA”). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant believes that the claims asserted in the complaints are without merit. Accordingly, Defendant has denied and continues to deny Plaintiff’s claims and all charges of wrongdoing and liability.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Class Action and PAGA Settlement and Release of Claims (“Settlement” or

“Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”) and Plaintiff Sydney Brien as representative of the Class (“Class Representative”). The following attorneys are representing the Parties in the Action:

Class Counsel

Edwin Aiwarzian
Arby Aiwarzian
Joanna Ghosh
Vartan Madoyan
Helene Mayer

Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

Telephone: (818) 265-1020 / Fax: (818) 265-1021

Defense Counsel

Jamie E. Wrage
Amy Osborne

**STREAM KIM HICKS WRAGE
& ALFARO, PC**

3403 Tenth Street, Suite 700
Riverside, California 92501
Tel: (951) 783-9470 / Fax: (951) 783-9475

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiff, Class Members, or Aggrieved Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members and Aggrieved Employees. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Six Hundred Fifty Thousand Dollars (\$650,000) (the “Total Settlement Fund”). The portion of the Total Settlement Fund that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Fund less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed 35% of the Total Settlement Fund (*i.e.*, \$227,500) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars (\$30,000) (collectively, “Attorneys’ Fees and Costs”) to Class Counsel; (2) Enhancement Award in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff for her services in the Actions; (3) the amount of Seventy-Five Thousand Dollars (\$75,000) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalty Amount”); and (4) Settlement Administration Costs in an amount not to exceed Fifteen Thousand Dollars (\$15,000) to the Settlement Administrator. The PAGA Penalty Amount will be distributed 75% to the LWDA (*i.e.*, \$56,250) (“LWDA Payment”) and the remaining 25% (*i.e.*, \$18,750) will be distributed to Aggrieved Employees (“Aggrieved Employee Amount”).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee within the State of California during the Class Period, which will be calculated by the Settlement Administrator by using timecard records to calculate each week in which a Class Member logged 10 or more hours worked (“Workweeks”).

The Settlement Administrator has divided each Class Member's individual number of Workweeks worked during the Class Period by the number of Workweeks worked by all Class Members during the Class Period, and then multiplied this figure by the Net Settlement Amount to yield his or her estimated Individual Settlement Payment he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion ("Participating Class Members") will be issued payment of their final Individual Settlement Payment.

The estimated average Individual Settlement Payment is approximately: \$[estimated average Individual Settlement Payment]

The estimated highest Individual Settlement Payment is approximately: \$[estimated average Individual Settlement Payment]

The estimated lowest Individual Settlement Payment is approximately: \$[estimated average Individual Settlement Payment]

Each Individual Settlement Payment will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) interest, penalties, and other non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Payment will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Payment (the net payment is referred to as "Individual Settlement Payment"). The employer's share of all payroll taxes in connection with the wages portion of the Individual Settlement Payments ("Employer Taxes") shall be paid by Defendant separately and in addition to the Total Settlement Fund.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% portion of the PAGA Penalty Amount ("Individual PAGA Payment") based on Workweeks during the PAGA Period.

The Settlement Administrator has divided each Aggrieved Employee's individual number of Workweeks worked during the PAGA Period by the number of Workweeks worked by all Aggrieved Employees during the PAGA Period, and then multiplied this figure by the 25% portion of the PAGA Penalty Amount to yield his or her estimated Individual PAGA Payment he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

The estimated average Individual PAGA Payment is approximately: \$[estimated average Individual PAGA Payment]

The estimated highest Individual PAGA Payment is approximately: \$[estimated average Individual PAGA Payment]

The estimated lowest Individual PAGA Payment is approximately: \$[estimated average Individual PAGA Payment]

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records:

- From August 4, 2018 through [the date of the Preliminary Approval Order, or as of the date of termination pursuant to Paragraph 55 of the Agreement, whichever is sooner] (i.e., the Class Period), you are credited as having worked [] Workweeks.
- From May 31, 2021 through [the date of the Preliminary Approval Order, or as of the date of termination pursuant to Paragraph 55 of the Agreement, whichever is sooner] (i.e., the PAGA Period), you are credited as having worked [] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written letter ("Workweeks Dispute"), which

must: (a) contain the case name and number of the Action (*Sydney Brien v. Mission Ambulance, Inc.*, Case No. CVRI2203269); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) clearly state that you dispute of the number of Workweeks credited to you for the Class Period and what you contend is the correct number to be credited to you; (d) attach any documentation that you have to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked or delivered on or before [Response Deadline].

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$ [redacted]. The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [redacted].

The settlement approval process may take multiple months. Your Individual Settlement Payment and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Release of Claims

Upon the Effective Date and full funding of the Total Settlement Fund, and except as to such rights or claims as may be created by the Settlement, Plaintiff and each Class Member who has not submitted a valid and timely Opt Out Request (*i.e.*, Participating Class Member) fully release and discharge the Released Parties from the Class Released Claims.

Upon the Effective Date and full funding of the Total Settlement Fund, and except as to such rights or claims as may be created by the Settlement, Plaintiff, Aggrieved Employees, and the State of California fully release and discharge the Released Parties from the PAGA Released Claims.

“Class Released Claims” refers to any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action contingent or accrued for, that are pleaded, or that could have been pleaded, based on the facts and claims alleged in the Operative Complaint, including any claims for: (a) failure to provide required meal periods, California Labor Code §§ 226.7, 510 and 512; (b) failure to provide required rest periods, California Labor Code §§ 226.7 and 512; (c) failure to pay overtime wages, California Labor Code §§ 510, 1194 and 1198; (d) failure to pay minimum wages, California Labor Code §§ 1194 and 1197; (e) failure to timely pay wages §§ 204 and 210; (f) failure to timely pay all wages during employment and to discharged and quitting employees, California Labor Code §§ 201-204, 210; (g) failure to furnish accurate, itemized wage statements, California Labor Code §§ 226 and 226.3; (h) failure to maintain required records; (i) failure to provide and calculate sick leave; and (j) unlawful business practices under California, Business and Professions Code §17200, et seq.; predicated on any of the violations of the California Labor Code and the applicable IWC Wage Order as alleged in the Operative Complaint including but not limited to, claims for restitution and other equitable relief, liquidated damages, or penalties; and any other benefit, wages, penalties, or other amounts claimed on account of the allegations or the primary rights asserted in the Operative Complaint.

“PAGA Released Claims” refers to those claims for civil penalties under PAGA alleged in the Complaint and LWDA Letter in the PAGA Action and claims for civil penalties under PAGA that could have been alleged based solely on the facts alleged in the Complaint and LWDA Letter in the PAGA Action.

“Released Parties” collectively mean: (i) Defendant; (ii) Defendant’s respective past, present and future heirs, executors, administrators, parents, subsidiaries and affiliates, successors and assigns; and (iii) the past, present and future shareholders, managers, officers, partners, members, agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the foregoing.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Total Settlement Fund

(i.e., 227,500) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars (\$30,000) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Total Settlement Fund. Class Counsel has been prosecuting the Actions on behalf of Plaintiff, Class Members, and Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Award to Plaintiff

Plaintiff will seek the amount of up to Seven Thousand Five Hundred Dollars (\$7,500) (“Enhancement Award”), in recognition of her services in connection with the Actions. The Enhancement Award will be paid from the Total Settlement Fund, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Fifteen Thousand Dollars (\$15,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Opt Out Requests, Objections, and Workweeks Disputes, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Fund, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Class Released Claims described in Section III.D above.

If you are an Aggrieved Employee and if the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the PAGA Released Claims described in Section III.D above.

Class Members and Aggrieved Employees will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney’s fees and expenses.

B. Request Exclusion (Opt-Out) from the Class Settlement by [response deadline]

Class Members may request to be excluded from the Class Settlement by submitting a written request to opt out from the Class Settlement, as described below, or by completing and submitting the enclosed Opt-Out Request Form to the Settlement Administrator. **The Opt-Out deadline is [response deadline].**

To opt out, submit a written signed letter or statement (or the attached Opt-Out Request Form) with your name, present address, telephone number, and a simple statement that you do not want to participate in the Class Settlement. The Settlement Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request (or indicate electronic signature), identify the case by the case name or number *Sydney Brien v. Mission Ambulance, Inc.*, Case No. CVRI2203269) and include your identifying information (full name, address, telephone number, last four digits of your social security number). **You must send your request to the Administrator by fax, email, or regular mail by [response deadline], or it will be invalid.** The Administrator’s contact information is:

[Settlement Administrator]

[Mailing Address]

[Fax Number]

[Email Address]

C. Object to the Class Settlement

Class Members may object to the Class Settlement, as long as he or she has not submitted an Opt Out Request (*i.e.*, Participating Class Members), by submitting a written objection, as described below, or by completing and submitting the enclosed Objection Form (both of which are referred to as an “Objection”) to the Settlement Administrator.

An Objection must: (a) contain your full name, address, telephone number, last four digits of your Social Security number, and signature; (b) contain the case name and number of the Action (*Sydney Brien v. Mission Ambulance, Inc.*, Case No. CVRI2203269); (c) contain a clear statement explaining your objection(s) to the Class Settlement; (d) attach any documents on which you are relying for the objection; and (e) be submitted by mail to the Settlement Administrator at the specified address listed in section IV.B above, postmarked or delivered on or before [Response Deadline].

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. Personal appearances and telephonic appearances are an option.

On the Court’s website, you can find information regarding appearing remotely via Zoom online (for the Final Approval Hearing that is scheduled to be held in Department 1 of the Historic Courthouse of the Riverside Superior Court): <https://www.riverside.courts.ca.gov/PublicNotices/remote-appearances.php>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Class Action and PAGA Settlement and Release of Claims, which is attached as Exhibit 1 to the Declaration of Helene Mayer in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement filed on [filing date of Preliminary Approval] and other papers which are on file with the Records Management Division of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501. Some documents and information regarding the Action can also be accessed online for a fee or at a minimal charge at the Riverside County Superior Court’s website (<https://epublic-access.riverside.courts.ca.gov/public-portal/>). To look up and access documents and information on the Court’s systems, you will need to use the case number for the Action (Case No. CVRI2203269).

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT].

EXHIBIT B

Opt-Out Request Form

To Exclude (Opt-Out) Yourself From the Class Settlement and Release of the Released Class Claims, Return This Form On Or Before
[60-day response deadline].

By signing this form, I confirm that I do not want to be included in the Settlement of the class action referenced herein.

I understand that I cannot opt-out of the PAGA Settlement and the release of the Released PAGA claims.

I understand that by opting out, I am giving up my right to receive any payments under the Class Settlement.

By providing the following information, I affirm that I want to opt-out of this class.

	Name/Address Changes (if any):
«First_Name» «Last_Name»	_____
XXX-XX-«Last_4»	_____
«Address_1»	_____
«City», «State» «ZIP_Code»	_____

Signature: _____

Telephone: () _____

Date: _____

E-Mail Address (optional): _____

EXHIBIT C

Superior Court of California, County of Riverside, Case No. CVRI2203269

Sydney Brien v. Mission Ambulance, Inc.

Superior Court of California, County of Riverside, Case No. CVSW2205165

OBJECTION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

If you do not wish to opt out of the Class Settlement, and wish to object to the Class Settlement in writing, you must state all grounds for your objection accompanied by any legal support (space is provided below for doing so), attach any papers, briefs, or other documents you are relying on for your objection, sign on the following page, and return this form by mail to the Settlement Administrator, at the following mailing address, postmarked on or before **[RESPONSE DEADLINE]**.

[SETTLEMENT ADMINISTRATOR]
[INSERT MAILING ADDRESS]

In addition to a written Objection or in lieu of a written Objection, you may appear and object orally at the Final Approval Hearing.

I object to the Class Settlement on the following grounds:

[illegible]

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____ ____ ____) ____ ____ ____ ____ ____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

____ _

If you do not wish to object to the Class Settlement, you should not return this form – you do not need to take any action. If the proposed settlement receives final approval from the Court, the Settlement Administrator will send you an Individual Settlement Payment check by U.S. Mail, at the last address the Settlement Administrator has on file for you.