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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

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: December 15, 2025
Time: 8:30 a.m.
Department: 1

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

1 This matter has come before the Honorable Harold W. Hopp, in Department 1 of the
2 above-entitled Court, located at 4050 Main St., Riverside, California 92501, on December 15, 2025
3 at 8:30 a.m., on Plaintiff Sydney Brien’s (“Plaintiff”) Motion for Final Approval of Class
4 Action and PAGA Settlement, Attorneys’ Fees and Costs, and Enhancement Award (“Motion
5 for Final Approval”). Lawyers *for* Justice, PC, appeared on behalf of Plaintiff and the Class,
6 and Stream Kim Hicks Wrage & Alfaro, PC appeared on behalf of Defendant Mission
7 Ambulance, Inc. (“Defendant”).

8 On June 30, 2025, the Court entered the Order Granting Preliminary Approval of Class
9 Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving
10 the settlement of the above-entitled actions in accordance with the Class Action and PAGA
11 Settlement and Release of Claims (“Settlement,” “Agreement,” or “Settlement Agreement”),
12 which, together with the exhibits annexed thereto set forth the terms and conditions for
13 settlement of the Actions.

14 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

- 17 1. The Motion for Final Approval is granted in its entirety.
- 18 2. This Final Approval Order and Judgment incorporates by reference the
19 definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized
20 terms used, but not defined, herein shall have the same meanings as in the Settlement
21 Agreement and Preliminary Approval Order.
- 22 3. Unless otherwise specified, all citations and references to the Private Attorneys
23 General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) are to the version
24 of that statute prior to the recent amendment effective July 1, 2024; the amended statute does
25 not apply to the Actions or the Settlement pursuant to California Labor Code section
26 2699(v)(1), as amended, because the notice to the Labor and Workforce Development Agency
27 (“LWDA”) was filed prior to June 19, 2024.

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1 4. This Court has jurisdiction over the Class Members as it pertains to the Actions
2 and the claims asserted in the Actions, the Court also has jurisdiction over all parties to the
3 Actions as it pertains to the Actions and the claims asserted in the Actions.

4 5. The Court finds that the applicable requirements of California Code of Civil
5 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with
6 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
7 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.
8 The Class is hereby defined to include: all current and former hourly-paid or non-exempt
9 employees of Defendant employed within the State of California at any time during the period
10 from August 4, 2018 through June 30, 2025 (“Class” or “Class Members”).

11 6. The aggrieved employees for purposes of the PAGA Settlement are hereby
12 defined to consist of the following individuals: all current and former hourly-paid or non-
13 exempt employees of Defendant employed within the State of California at any time during the
14 period from May 31, 2021 through June 30, 2025 (“Aggrieved Employees”).

15 7. The Court finds that the Court-approved Notice of Class Action Settlement
16 (“Class Notice”) that was provided to the Class Members, fully and accurately informed the
17 Class Members of all material elements of the Settlement, of their opportunity to participate in
18 the Settlement, object to or comment on the Class Settlement, or to seek exclusion from the
19 Class Settlement; the Class Notice was the best notice practicable under the circumstances; was
20 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
21 State of California, the United States Constitution, due process and other applicable law. The
22 Class Notice fairly and adequately described the Settlement and provided the Class Members
23 with adequate instructions and a variety of means to obtain additional information.

24 8. Pursuant to California law, the Court hereby grants final approval to the
25 Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the
26 Class as a whole. More specifically, the Court finds that the Settlement was reached following
27 meaningful informal discovery and investigation conducted by Lawyers *for* Justice, PC (“Class
28 Counsel”), and that the Settlement is the result of serious, informed, adversarial, and arms-

length negotiations between the parties. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and complexity of pursuing the claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court finds that the Settlement, including the monetary allocations and payments, appear within the range of reasonableness, and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. The Court has further considered the absence of any objections by the Class Members to the Class Settlement. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the following terms and conditions.

9. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The Class Members also have had a full and fair opportunity to exclude themselves from the Class Settlement. Accordingly, the Court determines that Plaintiff and all Class Members who did not submit a timely and valid request for exclusion ("Opt-Out Request") from the Class Settlement ("Participating Class Members"), individually and on behalf of their respective successors, assigns, executors, administrators, heirs and legal representatives, are bound by the Class Settlement and by this Final Approval Order and Judgment, and thereby, as of the Effective Date and full funding of the Total Settlement Fund, shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties from the Class Released Claims that arose during the Class Period.

10. The Court finds that Plaintiff has satisfied the prerequisites under PAGA, including, and not limited to, providing the LWDA and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(l)(2). Pursuant to

California Labor Code § 2699(l)(2), the Court has also considered and reviewed the PAGA Settlement and the allocation of \$75,000.00 toward civil penalties under the California Private Attorneys General Act of 2004 (“PAGA Penalty Amount”), and the Court finds that they are fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Penalty Amount as follows: the amount of \$56,250.00 to the LWDA (“LWDA Payment”), and the amount of \$18,750.00 to the Aggrieved Employees (“Aggrieved Employee Amount”), in accordance with the terms and methodology set forth in the Agreement.

11. The Court determines that, Plaintiff, the State of California, individually and on behalf of their respective successors, assigns, executors, administrators, heirs and legal representatives, are bound by the PAGA Settlement and this Final Approval Order and Judgment, and thereby, as of the Effective Date and full funding of the Total Settlement Fund, shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties from the PAGA Released Claims that arose during the PAGA Period.

12. The Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth herein.

13. The Court finds that payment of Settlement Administration Costs in the amount of \$7,000 to Simpluris, Inc. (“Simpluris” or “Settlement Administrator”), is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process, and is hereby approved. It is hereby ordered that the Settlement Administrator shall issue payment to itself in the amount of \$7,000.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

14. The Court finds that the Enhancement Award in the amount of \$7,500.00 to Plaintiff Sydney Brien is fair and reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$7,500.00 to Plaintiff Sydney Brien for her Enhancement Award, according to the terms set forth in the Settlement Agreement.

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1 15. The Court finds that attorneys' fees in the amount of \$227,500.00 to Class
2 Counsel falls within the range of reasonableness and that the results achieved justify the award
3 sought, and is hereby approved. It is hereby ordered that the Settlement Administrator issue
4 payment in the amount of \$227,500.00 to Class Counsel for attorneys' fees, in accordance with
5 the terms and methodology set forth in the Settlement Agreement.

6 16. The Court finds that reimbursement of litigation costs and expenses in the
7 amount of \$13,184.96 to Class Counsel is reasonable, and hereby approved. It is hereby
8 ordered that the Settlement Administrator issue payment in the amount of \$13,184.96 to Class
9 Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and
10 methodology set forth in the Settlement Agreement.

11 17. It is hereby ordered that Defendant shall deposit into an account established by
12 the Settlement Administrator: an initial payment of one-half of the Total Settlement Fund (i.e.,
13 \$325,000.00) ("Payment 1"), in addition to the amount sufficient to pay the Employer Taxes,
14 within thirty (30) days after the Effective Date, and a second payment of the remaining one-half
15 of the Total Settlement Fund (i.e., \$325,000.00) ("Payment 2") no later than six (6) months after
16 Payment 1 is deposited, in accordance with the terms and methodology set forth in the
17 Settlement Agreement.

18 18. It is hereby ordered that no later than five (5) calendar days after receipt of
19 Payment 1, the Settlement Administrator will issue payments due under the Settlement and
20 approved by the Court as follows: Individual Settlement Payments to Participating Class
21 Members, Individual PAGA Payments to Aggrieved Employees, and Enhancement Award to
22 Plaintiff, in accordance with terms and methodology set forth in the Settlement Agreement.

23 19. It is hereby ordered that no later than five (5) calendar days after Defendant
24 deposits Payment 2 with the Settlement Administrator, the Settlement Administrator shall
25 distribute the following payments: Attorneys' Fees and Costs to Class Counsel, LWDA
26 Payment to the LWDA, and Settlement Administration Costs to itself, in accordance with terms
27 and methodology set forth in the Settlement Agreement.

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1 20. Each check issued to a Settlement Class Member and/or Aggrieved Employee
2 for his or her Individual Settlement Payment and/or Individual PAGA Payment shall be valid
3 for a period of one hundred eighty (180) calendar days from the date of issuance of the check,
4 and after this time period, the check(s) shall be canceled. The funds associated with such
5 canceled checks will be distributed by the Settlement Administrator to Riverside Legal Aid as a
6 *cy pres* recipient pursuant to California Code of Civil Procedure Section 384. All Participating
7 Class Members shall be bound by the terms and conditions of the Class Settlement regardless of
8 whether or not they cash or otherwise negotiate their Individual Settlement Payment checks.
9 All Aggrieved Employees shall be bound by the terms and conditions of the PAGA Settlement
10 regardless of whether or not they cash or otherwise negotiate their Individual PAGA Payment
11 checks.

12 21. After entry of this Final Approval Order and Judgment, pursuant to California
13 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
14 implement, and enforce the Settlement Agreement, Preliminary Approval Order, and this Final
15 Approval Order and Judgment, to hear and resolve any contested challenge to a claim for
16 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection
17 with the distribution of settlement benefits.

18 22. Individualized notice of this Final Approval Order and Judgment is not required.
19 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on
20 the Settlement Administrator's website for a period of at least sixty (60) calendar days after the
21 date of entry of this Final Approval Order and Judgment.

22 23. A Final Compliance Hearing is set for _____ at
23 _____ a.m./p.m. in Department 1. Class Counsel shall submit the Settlement
24 Administrator's accounting report regarding the status of the funding and disbursement of the
25 Settlement at least five (5) court days prior to the Final Compliance Hearing. Pursuant to
26 California Code of Civil Procedure section 384, the Settlement Administrator's accounting report
27 must specify, among other things, the date settlement checks were mailed to Participating Class
28 Members and Aggrieved Employees, the total number of settlement checks mailed, the total

1 amount actually paid to Participating Class Members and Aggrieved Employees, the number of
2 settlement checks that were undeliverable or otherwise not cashed, deposited, or negotiated
3 within the delineated 180-day period, and the amount of the leftover residual of settlement funds
4 that will be paid to the *cy pres* recipient, along with a proposed amended judgment containing
5 language directing that the leftover residual settlement funds be paid to the *cy pres* recipient. No
6 later than 5 calendar days after receipt of notice of the entry of the amended judgment, Class
7 Counsel shall submit the amended judgment to the Judicial Council of California, pursuant to
8 California Code of Civil Procedure section 384, *et seq.*

9 **IT IS SO ORDERED.**

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11 DATE: _____

The Honorable Harold W. Hopp
Judge of the Riverside County Superior Court
of California