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SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUL 14 2025



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

ISABELLE FLORES, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

PREMIER MEDICAL TRANSPORT,
INC., a California Corporation; and DOES
1 through 20, inclusive;

Defendants.

Case No.: CVRI2402632
*[Assigned to Hon. Harold Hopp, Dept 1, for all
purposes]*

**~~[PROPOSED]~~ ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT**

The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the Class Action and PAGA Settlement Agreement and Release of Claims¹ (the "Settlement Agreement") came for hearing in Department 1 of the above-entitled court. The Final Approval Motion was unopposed by Defendant Premier Medical Transport, Inc. Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all

¹ See Exhibit 1 to the Declaration of Brian Mankin in support of the Motion for Final Approval, which was concurrently filed on June 18, 2025.

1 parties in good faith, and the Settlement Agreement is approved. Due and adequate notice
2 having been given to the Class, and the Court having considered the Settlement Agreement, all
3 papers filed and proceedings heard herein and all oral and written comments received regarding
4 the proposed settlement, and having reviewed the record in this Litigation, and good cause
5 appearing,

6 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

7 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
8 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

9 2. The Court has jurisdiction over the subject matter over this Action, the Class
10 Representative, the Class Members, and Defendant.

11 3. The Court finds that the distribution of the Class Notice, Objection Form, Dispute
12 Form and Exclusion Form (collectively attached as Exhibit "A" to the Declaration of Mayra
13 Gonzalez filed on June 19, 2025), as provided for in the Order Granting Preliminary Approval
14 for the Settlement, constituted the best notice practicable under the circumstances to all Class
15 Members and fully met the requirements of California law and due process under the California
16 and United States Constitution. Based on evidence and other material submitted, the actual
17 notice to the class was adequate.

18 4. The Court finds that the instant Action presented a good faith dispute of the
19 claims alleged, and the Court finds in favor of settlement approval.

20 5. The Released Class Claims on behalf of the Participating Class Members
21 included: all claims stated in the Complaint and those based solely upon the facts in the
22 Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3)
23 failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse
24 business expenses, (6) failure to pay vested vacation, (7) timely pay final wages, (8) failure to
25 provide accurate itemized wage statements, and (9) unfair and unlawful competition.

26 6. The Released PAGA Class included: all PAGA claims that Plaintiff alleged
27 against the Released Parties on behalf of herself and the State of California and LWDA, based on
28 the facts stated in the relevant LWDA notice letters and only to the extent that they are alleged in

1 the Complaint, including all PAGA claims seeking civil penalties premised upon: (1) failure to
2 pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4)
3 failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to pay vested
4 vacation, (7) failure to timely pay wages each period, (8) failure to timely pay wages upon
5 separation of employment, (9) failure to provide accurate itemized wage statements, and (10) all
6 other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code
7 §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and Complaint.

8 7. There were no Objections and three Requests for Exclusion from the Settlement,
9 which were submitted by Michael Kenneth Baker, Mitchell Bradley Chivetta and Roderick
10 Swinger. Excluding these three individuals, all other Class Members are Participating Class
11 Members who are entitled to an Individual Class Payment pursuant to the Settlement and this
12 Judgment. Furthermore, all Aggrieved Employees are entitled to payment pursuant to this
13 Settlement and Judgment.

14 8. The Court approves the Settlement, as set forth in the Settlement Agreement and
15 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
16 Parties are directed to perform in accordance with the terms set forth in the Settlement
17 Agreement and this Order and Judgment.

18 9. The Parties are to bear their own costs, except as otherwise provided in the
19 Settlement Agreement and this Order and Judgment.

20 10. For purposes of effectuating this Order and Judgment, this Court has certified the
21 following Class: "all current and former nonexempt (hourly paid) employees employed by
22 Defendant in California during the Class Period (May 14, 2020, through December 31, 2024)"
23 The Court deems this definition sufficient for purposes of California Rules of Court, Rule
24 3.765(a).

25 11. With respect to the Settlement Class and for purposes of approving this
26 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable
27 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
28 fact common to the Class Members, and there is a well-defined community of interest among the

1 Class Members with respect to the subject matter of the Action; (c) the claims of Class
2 Representative are typical of the claims of the Class Members; (d) the Class Representative has
3 fairly and adequately protected the interests of the Class Members; (e) a class action is superior
4 to other available methods for an efficient adjudication of this controversy; and (f) the counsel of
5 record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the
6 Plaintiff in her individual and representative capacity and for the Class.

7 12. By this Order and Judgment, the Class Representative shall release, relinquish,
8 and discharge the Released Class Claims, as defined in the Settlement Agreement. Additionally,
9 by this Judgment, each of the Participating Class Members shall be deemed to have, and by
10 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
11 discharged all Released Class Claims.

12 13. By this Order and Judgment, Plaintiff and the LWDA shall fully, finally, and
13 forever release, relinquish and discharge Defendant and the Released Parties from all PAGA
14 Released Claims, as defined in the Settlement Agreement and above.

15 14. The Settlement is not an admission of wrongdoing or violation by Defendant or
16 any of the other Released Parties, nor is this Judgment a finding of the validity of any claims in
17 the Action or of any wrongdoing by Defendant or any of the other Released Parties. Neither this
18 Settlement Approval Order, the Settlement, or the Judgment nor any document referred to herein,
19 nor any action taken to carry out the Settlement are, may be construed as, or may be used as an
20 admission by or against Defendant or any of the other Released Parties of any fault, wrongdoing,
21 or liability whatsoever.

22 15. The Gross Settlement Amount to be paid under the Settlement Agreement is
23 \$1,950,000. From this amount, Class Counsel sought an award of attorney's fees of \$650,000,
24 litigation expenses of \$25,000, a Service Award of \$5,000 to Plaintiff and Class Representative
25 Isabelle Flores, Settlement Administrator Costs of \$18,000 to Phoenix Administration, and
26 \$50,000 to PAGA Penalties (with 75% [\$37,500] to the LWDA and 25% [\$12,500] to the
27 Aggrieved Employees. Additionally, Defendant shall pay its share of taxes on the wage portion
28 of the Individual Class Payments. Defendant does not oppose these requests. The Court finds

1 that the Settlement Amount is fair, reasonable and adequate, and awards the payments set forth
2 below from the Settlement Amount:

- 3 A. \$650,000 to Class Counsel for attorneys' fees;
4 B. \$25,000 to Class Counsel for costs/expenses;
5 C. \$5,000 to Class Representative Isabelle Flores as a Service Award;
6 D. \$18,000 to the Settlement Administrator, Phoenix Settlement
7 Administrators;
8 E. \$37,500 to the LWDA;
9 F. \$12,500 to the Aggrieved Employees;
10 G. After deducting the foregoing payments from the Settlement Amount, the
11 remainder shall form the Net Settlement Amount payable to the
12 Participating Class Members as set forth in the Settlement Agreement and
13 as calculated by the Settlement Administrator.

14 16. Defendant is directed to fund the Settlement Amount, plus its share of payroll
15 taxes, in accordance with the Settlement Agreement and the timeline set forth below. The
16 Settlement Administrator is directed to calculate the Participating Class Member's Individual
17 Settlement Payments from the Net Settlement Amount, as well as the Aggrieved Employees
18 individual payment, and issue all payments within in accordance with the Settlement Agreement
19 and the timeline set forth below:

20 The date this Order is entered	The Effective Date occurs.
21 15 days after the Effective Date	Defendant is directed to issue the Settlement Amount to 22 the Settlement Administrator, plus Defendant's share of 23 payroll taxes.
24 10 days after receipt of Payment	Settlement Administrator to issue all payments.
25 180 days after payment is issued	Deadline for Participating Class Members and Aggrieved 26 Employees to cash checks.
27 April 3, 2026	Counsel to file a declaration from the Settlement 28 Administrator setting forth the disbursements that were actually made, including the status of issuing any uncashed funds.

1 <u>April 10</u>, 2026 2 3 Time: 8:30 a.m.	Final Report Hearing re: status of funding.
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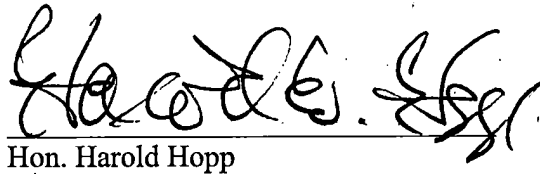
4 17. The envelope transmitting the settlement checks shall bear the notation "YOUR
5 CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Concurrently with mailing the
6 settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement
7 Administrator shall include a Notice of Entry of Judgment to all Class Members either on a
8 postcard or as a detachable portion of the check for the Participating Class Members, noting the
9 following: "Please be advised that on [INSERT DATE] the Superior Court of California for the
10 County of Riverside entered Judgment in the case entitled *Flores v. Premier Medical Transport,*
11 *Inc.*, Case No. CVRI2402632, on behalf of the Participating Class Members (which includes
12 "All current and former nonexempt (hourly paid) employees employed by Defendant in
13 California at any time during the Class Period (which is May 14, 2020, through December 31,
14 2024.").

15 18. Participating Class Members and Aggrieved Employees shall have 180 days to
16 negotiate the settlement check from the date of issuance by the Settlement Administrator. If a
17 check has not been cashed within 60 days after issuance, the Settlement Administrator shall mail
18 a reminder postcard within 10 days thereafter and provide the Participating Class Member with
19 the deadline to cash the check. If any check that is issued to a current employee of Defendant is
20 returned to the Settlement Administrator as undeliverable and the Settlement Administrator is
21 unable to locate a valid mailing address, then the Settlement Administrator shall arrange with the
22 Defendant to have the check(s) delivered to the Participating Class Member at their place of
23 employment. In the event that a Participating Class Members and/or Aggrieved Employees does
24 not negotiate his/her check within this time period, the check will be canceled. The value of the
25 unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash
26 a settlement check shall be issued to the California State Controller in the name of the Class
27 Member and/or Aggrieved Employee.

1 19. This document shall constitute a Judgment for purposes of California Rule of
2 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
3 Class Representative, the Class Members, and Defendant for the purposes of supervising the
4 implementation, enforcement, construction, administration, and interpretation of the Settlement
5 Agreement and this Judgment.

6 IT IS SO ORDERED.

7 Dated: 7/14/25


Hon. Harold Hopp