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Attorneys for Plaintiff

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

MARK ZENUK, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

v.

EAGLE AMBULANCE, a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 24CV020086

Assigned for All Purposes to:
Honorable Peter K. Southworth
Department 8B

CLASS ACTION

**~~PROPOSED~~ AMENDED ORDER OF
FINAL APPROVAL AND JUDGMENT**

Hearing Date: September 11, 2026
Hearing Time: 9:00 a.m.
Hearing Place: Department 8B

Complaint Filed: October 3, 2024
Trial Date: None Set

FILED
Superior Court of California
County of Sacramento
09/11/2026
V. Aleman, Deputy

1 The Court, having read the papers filed regarding Plaintiff Mark Zenuk’s (“Plaintiff”)
2 Motion for Final Approval of Class Action Settlement, and considering papers submitted in
3 support, including the Class Action and PAGA Settlement Agreement (“Settlement Agreement,”
4 “Settlement,” or “Agreement”), **FINDS AND ORDERS:**

5 On January 5, 2026, Plaintiff and Defendant Eagle Ambulance (“Defendant”) entered the
6 Settlement Agreement.

7 On May 1, 2026, the Court entered an order preliminarily approving the settlement of this
8 lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil Procedure section 382
9 and Rule of Court 3.769, ordering notice to be sent to the Class Members, providing the Class
10 Members with an opportunity to object to the Settlement or to exclude themselves from the Class,
11 and scheduling a Final Approval Hearing.

12 On September 11, 2026, the Court held a Final Approval Hearing.

13 1. Incorporation of Other Documents. This Order of Final Approval and
14 Judgment (“Order and Judgment”) incorporates the Settlement Agreement. Unless otherwise
15 provided herein, all the capitalized terms in this Order and Judgment shall have the same meaning
16 as set forth in the Settlement Agreement.

17 2. Jurisdiction. Because adequate notice has been disseminated, and all the
18 Class Members have been given the opportunity to request exclusion from the Class, the Court
19 has personal jurisdiction over the claims of all the Class Members. The Court has subject matter
20 jurisdiction over this matter, including jurisdiction to approve the Settlement Agreement and grant
21 final certification of the Class.

22 3. Final Class Certification. The Court finds that the Class satisfies all
23 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
24 process. Accordingly, the Court certifies the Class consisting of all current and former hourly-
25 paid or non-exempt employees of Defendant within the State of California at any time during the
26 period from July 29, 2023, through July 29, 2025 (“Class,” “Class Members,” and “Class
27 Period”). There are seven hundred nine (709) Class Members who did not submit valid and timely
28 Requests for Exclusion from the Settlement (“Participating Class Members”).

1 4. Adequacy of Representation. Class Counsel fully and adequately
2 represented the Class in entering and implementing the Settlement Agreement and satisfied the
3 requirements of Code of Civil Procedure section 382.

4 5. Class Notice. The Court finds that the Court Approved Notice of Class
5 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its
6 distribution to the Class Members have been implemented pursuant to the Settlement Agreement
7 and Preliminary Approval Order. The Court finds that the Class Notice:

8 a. Constitutes notice reasonably calculated to apprise the Class Members of:

9 (i) the pendency of this lawsuit; (ii) material terms and provisions of the
10 Settlement Agreement and their rights; (iii) their right to object to any
11 aspect of the Settlement Agreement; (iv) their right to exclude themselves
12 from the Settlement Agreement; (v) their right to receive settlement
13 payments; (vi) their right to appear at the Final Approval Hearing; and (vii)
14 the binding effect of the orders and judgment in this lawsuit on all the
15 Participating Class Members;

16 b. Constitutes notice that fully satisfied the requirements of Code of Civil
17 Procedure section 382, Rule of Court 3.769, and due process;

18 c. Constitutes the best practicable notice to the Class Members under the
19 circumstances of this lawsuit; and

20 d. Constitutes notice reasonable, adequate, and sufficient to Class Members.

21 6. Enforcement of the Settlement. Nothing in this Order and Judgment shall
22 preclude any action to enforce the terms and provisions of the Settlement.

23 7. Binding Effect. The terms and provisions of the Agreement and this Order
24 and Judgment are binding on Plaintiff, Participating Class Members, and Aggrieved Employees.

25 8. Final Settlement Approval. The terms and provisions of the Settlement
26 Agreement have been entered into in good faith, resulting from arm’s-length negotiations by
27 experienced counsel who have carried out and meaningfully investigated the disputed claims. The
28 Settlement Agreement and all its terms and provisions are fully and finally approved as fair,

1 reasonable, adequate, and in the best interests of the Parties. The Parties shall implement the
2 Settlement Agreement according to its terms and provisions.

3 9. Release by the Participating Class Members. Effective on the date when
4 Defendant funds the entire Gross Settlement Amount and funds all employer payroll taxes owed
5 on the Wage Portion of the Individual Class Payments, all the Participating Class Members, on
6 behalf of themselves and their former and present representatives, agents, attorneys, heirs,
7 administrators, successors, and assigns, release the Released Parties from the Released Class
8 Claims.

9 a. Release by the Aggrieved Employee. Effective on the date when Defendant
10 funds the entire Gross Settlement Amount and funds all employer payroll
11 taxes owed on the Wage Portion of the Individual Class Payments, all the
12 Participating and Non-Participating Class Members, who are Aggrieved
13 Employees, are deemed to release, on behalf of themselves and their former
14 and present representatives, agents, attorneys, heirs, administrators,
15 successors, and assigns, the Released Parties from the Released PAGA
16 Claims.

17 b. Release by Plaintiff. Effective on the date when Defendant funds the entire
18 Gross Settlement Amount and funds all employer payroll taxes owed on the
19 Wage Portion of the Individual Class Payments, Plaintiff and Plaintiff's
20 former and present spouses, representatives, agents, attorneys, heirs,
21 administrators, successors, and assigns generally release and discharge the
22 Released Parties from the Plaintiff's Release. Plaintiff also expressly
23 waives and relinquishes the provisions, rights, and benefits, if any, of
24 section 1542 of the Civil Code

25 c. Released Parties. The Released Parties include Defendant and their parents,
26 shareholders, members, predecessors, successors, all affiliates, subsidiaries,
27 officers, directors, members, agents (including any investment bankers
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1 accountants, insurers, reinsurers, attorneys and any past, present, or future
2 officers, directors, and employees), employees, and stockholders.

3 10. Gross Settlement Amount. The Court approves the payment of the Gross
4 Settlement Amount of \$650,000 to be paid by Defendant.

5 11. Class Counsel Fees Payment and Class Counsel Litigation Expenses
6 Payment. The Court finds the Class Counsel Fees Payment of \$216,666.67 (1/3 of the Gross
7 Settlement Amount) to be paid to Class Counsel to be reasonable and appropriate. The Court
8 finds the Class Counsel Litigation Expenses Payment for the reimbursement of litigation costs of
9 \$30,947.34 to be paid to Class Counsel to be reasonable and appropriate. Such attorneys' fees and
10 costs are to be paid pursuant to the terms and provisions of the Settlement Agreement. Defendant
11 shall not be required to pay for any other attorneys' fees and costs incurred by Class Counsel or
12 any other counsel representing Plaintiff or Class Members. Defendant shall also not be required to
13 pay for any other attorneys' fees and costs incurred by Plaintiff or Class Members in connection
14 with or related to this matter.

15 a. The courts have an independent right and responsibility to review the Class
16 Counsel Fees Payments and to only award so much as determined to be
17 reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118
18 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment is also
19 supported by the percentage fee method. (*Laffitte v. Robert Half*
20 *International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results
21 achieved, financial risk undertaken, difficulty of this matter, skills required,
22 percentage fees awarded in other cases, and contingent fees charged in the
23 private marketplace, the Court approves the Class Counsel Fees Payment of
24 \$216,666.67.

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b. The Court has reviewed the Declaration of Douglas Han regarding the litigation costs expended in prosecuting this matter. Pursuant to the Agreement, Class Counsel may seek reimbursement of litigation costs of up to \$35,000. The Court approves the Class Counsel Litigation Expenses Payment of \$30,947.34.

12. Class Representative Service Payment. The Court finds the Class Representative Service Payment of \$10,000 to be paid to Plaintiff to be reasonable and appropriate. The Class Representative Service Payment is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

a. The rationale for making enhancement payments is that the class representatives should be compensated for the expense and risk incurred in conferring a benefit on the Class. The criteria that the courts consider include: (i) risks to the class representatives in commencing the lawsuit; (ii) notoriety and personal difficulties encountered; (iii) amount of time and effort spent by class representatives; (iv) litigation duration; and (v) personal benefit (or lack thereof) enjoyed by the class representatives.

b. The Court has reviewed Plaintiff's declaration outlining Plaintiff's involvement in this lawsuit. Given the risks inherent in serving as the class representative, duration of this lawsuit, work performed, and benefits created for the Class Members, the Court approves the Class Representative Service Payment of \$10,000.

13. Administration Expenses Payment. The Court finds the Administration Expenses Payment of \$11,800 to be paid to the Administrator to be reasonable and appropriate. The Administration Expenses Payment is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

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1 a. The Court has reviewed the Declaration of Nick Castro from ILYM Group,
2 Inc., the Court-approved Administrator. The Court finds that the notice
3 provided to the Class Members constitutes the best practicable notice to the
4 Class Members and satisfied due process. The Court also finds that the
5 Administrator adequately administered the Settlement. The Court approves
6 the Administration Expenses Payment of \$11,800.

7 14. PAGA Penalties. The Court finds the PAGA Penalties of \$50,000, sixty-
8 five percent (65%) of which (\$32,500) will be paid to the California Labor and Workforce
9 Development Agency and thirty-five percent (35%) of which (\$17,500) will be distributed to the
10 Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Penalties
11 are to be paid pursuant to the terms and provisions set forth in the Agreement.

12 15. Fairness of the Settlement Agreement. As noted in the Preliminary
13 Approval Order, the Settlement Agreement is entitled a presumption of fairness. In the moving
14 papers, Plaintiff contends that the Settlement Agreement was the product of arm's-length
15 negotiations following litigation, discovery, and exchange of documentation. The negotiations
16 were facilitated with the assistance of an experienced and well-respected mediator.

17 a. There are no objections and no requests for exclusion, demonstrating the
18 fairness of the Settlement Agreement.

19 b. The fairness of the Settlement Agreement is further demonstrated by the
20 gross *average* Individual Class Payment being approximately \$449.30, and
21 the gross *highest* Individual Class Payment being about \$1,472.64.

22 16. Funding of the Gross Settlement Amount. No later than the Effective Date,
23 Defendant shall fund the Gross Settlement Amount and all employer payroll taxes owed on the
24 Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator. No
25 later than fourteen (14) calendar days after Defendant funds the Gross Settlement Amount and all
26 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the
27 Administrator will mail checks to the appropriate entities and persons.

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1 17. Uncashed Checks. The Class Members must cash or deposit their
2 settlement checks within one hundred eighty (180) calendar days after the settlement checks are
3 issued. The uncashed settlement checks will be canceled and transmitted to the California
4 Controller's Unclaimed Property Fund in the name of the Class Members.

5 18. Compliance Hearing. The Court sets a compliance hearing on June 4, 2027,
6 at 10:30 a.m. in Department 8B. A compliance status report shall be filed no later than fifteen (15)
7 calendar days before the compliance hearing. Pursuant to Code of Civil Procedure section 384,
8 the compliance status report shall specify the total amount paid to the Participating Class
9 Members and total residual of unclaimed settlement funds that will be paid to the entity identified
10 as the recipient of such funds in the Settlement Agreement.

11 19. Modification of the Agreement. The Agreement may be amended or
12 modified only by a written instrument signed by the Parties and their counsel or their
13 representatives/successors-in-interest. Such amendments or modifications shall be consistent with
14 this Order and Judgment and cannot limit the rights of the Participating Class Members.

15 20. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
16 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
17 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
18 and for any other necessary purpose. This includes, without limitation:

19 a. Entering such additional orders as may be necessary or appropriate to
20 protect and/or effectuate this Order and Judgment approving the Settlement
21 Agreement, to enjoin Plaintiff from initiating or pursuing related
22 proceedings, and to ensure the fair and orderly administration of the
23 Settlement Agreement;

24 b. Enforcing the terms and provisions of the Settlement Agreement and
25 resolving any disputes, claims, or causes of action in this lawsuit that, in
26 whole or in part, are related to or arise out of the Settlement Agreement or
27 this Order and Judgment; and

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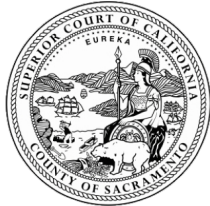
c. Entering any other necessary or appropriate orders to protect and effectuate this Court's retention of continuing jurisdiction.

The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is GRANTED. The Administrator is directed to carry out the terms of the Agreement forthwith.

THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

IT IS SO ORDERED.

DATED: 09/11/2026




HONORABLE PETER K. SOUTHWORTH
SUPERIOR COURT JUDGE

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103.

On September 11, 2026, I served the foregoing document described as

[PROPOSED] AMENDED ORDER OF FINAL APPROVAL AND JUDGMENT

on interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope addressed as follows:

Elaine M. McCormick (emccormick@ohaganmeyer.com)
Anthony C. Ocegura (aocegura@ohaganmeyer.com)

Legal Staff:

Sally Mendez (smendez@ohaganmeyer.com)

O'HAGAN MEYER LAW FIRM

1201 K Street, Suite 1960
Sacramento, California 95814

Attorney(s) for Defendant Eagle Ambulance

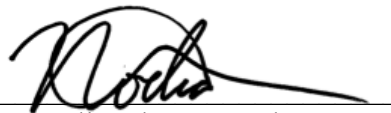
[X] BY U.S. MAIL

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that day with postage thereon fully prepaid at Pasadena, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing an affidavit.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 11, 2026, at Pasadena, California.


Noelia Alonso Esteban

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is nalonsoesteban@justicelawcorp.com

On September 18, 2026, I served the foregoing document described as

AMENDED ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case:	Mark Zenuk v. Eagle Ambulance
LWDA/Court Case No.:	LWDA Case No.: CM-1042327-24
	Case No.: 24CV020086
	Sacramento County Superior Court

on interested parties in this action by electronically submitting as follows:

**State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814**

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 18, 2026, at Pasadena, California.


Noelia Alonso Esteban