

**NOTICE OF CLASS ACTION SETTLEMENT**

*Norris, et al. v. EmCare of California, Inc., et al.*,  
 Superior Court of California, County of Los Angeles  
 Case No. BC629485

CPT ID: <ID>  
 <EmployeeName>  
 <Address1> <Address2>  
 <City>, <State> <Zip>

**TO: ALL PERSONS WHO WORKED FOR EMCARE OF CALIFORNIA, INC. AND/OR CALIFORNIA EM-I MEDICAL SERVICES, A MEDICAL CORPORATION AT ANY TIME IN CALIFORNIA FROM AUGUST 3, 2012 THROUGH NOVEMBER 8, 2018 AS AN HOURLY NURSE, INCLUDING BUT NOT LIMITED TO NURSE PRACTITIONERS, REGISTERED NURSES ('R.N.S'), LICENSED VOCATIONAL NURSES ('L.V.N.S'), AND CERTIFIED NURSING ASSISTANTS ('C.N.A.S').**

**IMPORTANT LEGAL NOTICE- THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS.  
YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT.**

This NOTICE OF SETTLEMENT is to inform you that on November 8, 2018, the Superior Court of the State of California, in and for the County of Los Angeles, granted preliminary approval of a settlement (the "Settlement") in the lawsuit of *Norris, et al. v. EmCare of California, Inc., et al.*, Case No. BC629485, a proposed class action (the "Action").

**THIS NOTICE IS TO INFORM YOU ABOUT:**

- A POTENTIAL SETTLEMENT OF THIS PROPOSED CLASS ACTION LAWSUIT;
- YOUR RIGHT TO RECEIVE A SHARE OF ANY SETTLEMENT FUNDS;
- YOUR RIGHT TO CHALLENGE THE DATES USED TO COMPUTE YOUR SHARE OF ANY SETTLEMENT FUNDS;
- YOUR RIGHT TO FILE WITH THE COURT ANY OBJECTIONS YOU MAY HAVE TO THE PROPOSED SETTLEMENT; AND
- YOUR RIGHT TO OPT-OUT OF ANY SETTLEMENT.

You have the option to be a member of this proposed Settlement and, pending Court approval and other conditions, receive a portion of the Settlement Funds. If you do not want to be a member of the Settlement, you must opt out of this Settlement or otherwise you will be bound by the terms and conditions of the Settlement, including the release in the event the Settlement is finally approved by the Court.

This Class Notice provides you with a summary of the terms and conditions of the proposed Settlement. You have the right to view the entire Settlement Agreement, which is on file with the Superior Court of the State of California, in and for the County of Los Angeles, located at 312 North Spring Street, Los Angeles, California 90012. You may view papers relating to the settlement, including the full Settlement Agreement, final approval motion and motion for attorneys' fees by visiting the following website [www.CPTGroup.com/California-EM-I-Settlement](http://www.CPTGroup.com/California-EM-I-Settlement).

***If you desire to be a member of this Settlement and receive a portion of the Settlement Funds, you need not do anything.*** If you do not do anything, you will receive a portion of the Settlement Funds and you will be bound by the terms and conditions of the Settlement, including the release. Your estimated *pro rata* recovery is <estAmount>.

***If you do not want to be a member of this Settlement, you must opt out of this Settlement.*** To opt out of this Settlement, you must follow the procedures to opt-out as described below by January 31, 2019.

**1. Why am I receiving this Notice?**

You are receiving this Notice because records indicate that you are part of the proposed class. The purpose

of this Notice is to briefly describe the lawsuit and Settlement to you and inform you of your rights and options in connection with the Settlement.

## **2. Who is in the Settlement Class?**

The Settlement Class consists of the following people, who do not opt-out of the settlements:

All persons who have been, or currently are, employed by Defendants in California between August 3, 2012 and November 8, 2018 and who held, or hold, job positions which Defendant has classified as “non-exempt” nursing personnel, including but not limited to Nurse Practitioners, Registered Nurses (‘R.N.s’), Licensed Vocational Nurses (‘L.V.N.s’), and Certified Nursing Assistants (‘C.N.A.s’) in the State of California.

## **3. What is the Case About?**

The Complaint alleges individual and class action claims against Defendants, alleging that Defendants committed various wage and hour violations relating to hourly employees. Specifically, the Complaint alleges that Defendants: failed to provide meal periods and rest breaks, failed to pay all wages due including overtime wages, failed to provide accurate itemized wage statements, failed to timely pay wages upon separation of employment, penalties for violating laws regulating hours and days of work, and civil penalties under the Private Attorneys General Act. The Complaint seeks to recover these allegedly unpaid wages as well as related interest and penalties, as well as attorneys’ fees and costs.

Defendants deny all of the Plaintiffs’ allegations and specifically denies that it violated the law in any way as described in the lawsuit. Nothing in this Notice, or the Settlement, or any actions to carry out the terms of the Settlement mean that Defendants admit any fault, guilt, negligence, wrongdoing or liability whatsoever. There have been no findings by any court of wrongdoing by the Defendants.

Class Counsel believes that the Settlement described below is fair, adequate, reasonable, and in the best interests of the Representative Plaintiffs and the Settlement Class.

## **4. What are the terms of the Settlement?**

The terms of the Settlement are summarized generally below, but are more specifically detailed in the Settlement Agreement on file with the Court and on the website of the third-party administrator ([www.CPTGroup.com/California-EM-I-Settlement](http://www.CPTGroup.com/California-EM-I-Settlement)).

a. Defendants have agreed to pay a total of One-Hundred Sixty-Five Thousand Dollars (\$165,000.00) under the Settlement (the “Gross Settlement Value”) to resolve all claims alleged against the Defendants in this Action by any member of the Settlement Class from August 3, 2012, up to the date of preliminary approval (“Class Period”).

b. The Gross Settlement Value will be used to cover all payments to the Settlement Class, settlement administration costs, attorneys’ fees and costs, payroll taxes, civil penalty to the State of California, and a service payment to the Representative Plaintiffs. All settlement administration costs, attorneys’ fees and costs, payroll taxes, State’s share of the civil penalty and the service payment will be deducted first from the Gross Settlement Amount. The amount remaining after these deductions (the “Net Settlement Amount”) will then be distributed to the Settlement Class Members who do not opt-out of the Settlement in a *pro-rata* fashion based upon the number of shifts they worked for Defendants during the Class Period. The amounts to be deducted from the Gross Settlement Value are:

i. Attorneys’ Fees and Costs: Under the terms of the Settlement, Class Counsel will receive no more than thirty percent (30%) of the Gross Settlement Value to compensate them for their work on the case. Class Counsel will also receive an additional amount to reimburse them for the actual costs they have incurred in this Action, not to exceed \$15,000.

ii. Service and Release Payment: The Representative Plaintiffs request a service and release payment of up to \$7,500 each to compensate them for undergoing the burden and expense of bringing and prosecuting the Action.

iii. **Settlement Administration Costs:** The Parties estimate that the settlement administration costs will be approximately \$9,500. This amount will be paid to the Settlement Administrator, CPT Group, Inc., for their work in administering this Settlement.

iv. **PAGA Penalties:** \$2,000 of the Settlement is designated as civil penalties under the Private Attorneys General Act. Of that, seventy-five percent (\$1,500.00) shall be paid to the California Labor and Workforce Development Agency. The remainder shall be included in the Net Settlement and distributed to Settlement Class Members.

c. Settlement Class members are responsible for their portion of all applicable payroll and income taxes on the portion of the settlement payment that is designated as wages, which is 1/3 of the total individual payment. Therefore, each Class Member's share of payroll taxes shall be withheld by the Settlement Administrator from 1/3 of the individual's *pro-rata* share of the Net Settlement.

d. The Settlement Administrator for this Settlement is:

Norris, et al. v. EmCare of California, Inc., et al.  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606

#### **5. How Will My Share of the Settlement be Calculated?**

**If you do nothing you will get a payment and you will be bound by the terms of the Settlement, including the release.** You will not need to submit a claim form to receive your share of the Settlement.

Your share of the Net Settlement Amount will be calculated based upon the number of shifts you worked while employed by Defendants during the Class Period. You have the right to dispute or challenge the number of shifts you worked for Defendants during the Class Period by following the procedures outlined in Section 6 below.

For tax reporting purposes, your settlement amount will be allocated as 1/3 wages with payroll taxes taken out and 2/3 penalties and interest (reported on a form 1099, with no withholding taken).

#### **6. How do I dispute the number of shifts the Settlement Administrator says I worked for Defendants?**

The records of Defendants show that you worked as an hourly employee for a total of «Shifts» shifts during the above-described time periods.

If you believe the number of shifts indicated in the paragraph above is incorrect, you may submit a challenge in writing to the Settlement Administrator. The dispute does not need to take any specific form, but you must provide your name, the case name ("Norris, et al. v. EmCare of California, Inc., et al."), and state that you wish to dispute the number of shifts and provide the basis of the dispute. You must send the Settlement Administrator any documents or other information that support your challenge. The Settlement Administrator will use records of Defendants and any information you provide to resolve any dispute about your employment data. All such challenges must be submitted and postmarked no later than January 31, 2019.

Any dispute must be sent to the Settlement Administrator at the address below and postmarked no later than January 31, 2019:

Norris, et al. v. EmCare of California, Inc., et al.  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606

If you challenge the shifts worked as stated above, the Settlement Administrator will investigate and review the records available from the Defendants to determine whether the shifts you worked during the Class Period are correct as stated above. Your submission of a dispute will be your authorization for the Settlement Administrator to review your employment and payment records, and for the Defendants to release any such records to the Settlement Administrator for the limited purpose of determining the shifts you worked.

After reviewing the available records, the Settlement Administrator will determine the shifts worked to be used in computing your settlement share. Your share of the Net Settlement Amount may be increased or decreased as a result of this process. The Settlement Administrator's decision regarding the shifts you worked will be based on the information contained in the records produced in the Action and will prevail over a dispute that does not provide persuasive documentation indicating that these records are wrong. The decision of the Settlement Administrator will be final and will not be subject to appeal.

**7. How do I opt out if I do not want to be part of the Settlement?**

If you request to opt out, you will NOT receive any money, nor will you release your claims. To opt out, you must submit a written exclusion from the Settlement (opt out) prior to January 31, 2019. The written request for exclusion from the Settlement must contain the name, address, and the last four digits of the social security number of the of the person requesting exclusion. The request for exclusion must be signed by the Class Member who seeks to opt out. The opt-out request must be filed with the Los Angeles County Superior Court or be sent by mail to the Settlement Administrator at:

Norris, et al. v. EmCare of California, Inc., et al.  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606

You may withdraw your opt out prior to January 31, 2019 by writing to the Settlement Administrator and stating your intent to withdraw your opt out.

Any Class Member who properly requests to opt out will not be entitled to receive any portion of the Settlement and will not be bound by the Settlement or have any right to object, appeal or comment thereon.

**8. Can I object to the Settlement?**

Any Class Member may object to the Settlement. No Class Member shall be heard or entitled to object to the Settlement, and no briefs or papers submitted by any such person shall be considered by the Court, unless mailed to the Settlement Administrator and served on Class Counsel and Defense Counsel with a postmark no later than January 31, 2019. The objection must be sent by mail to the Settlement Administrator at:

Norris, et al. v. EmCare of California, Inc., et al.  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606

All such objections and written notices of intention to appear must be signed and must contain the Class Member's full name, current address, dates of employment with the Defendants, last four digits of his or her social security number, the address of counsel, if any, and the name of and the case number for the Action.

Any objections should clearly explain why the Class Member objects to the Settlement and state whether the Class Member (or someone on his or her behalf) intends to appear at the Final Approval Hearing.

If a Class Member unsuccessfully objects to the Settlement, the Settlement Class Member will remain a member of the Class and if the Court approves the Settlement, the Class Member will be bound by the terms of the Settlement and Judgment in the same way and to the same extent as a Class Member who does not object.

**9. Who are the Lawyers Involved in This Case & How Will the Lawyers for the Representative Class be Paid?**

The names and addresses of Class Counsel and Defendants' Counsel are:

**CLASS COUNSEL:**

Marcus J. Bradley  
Kiley L. Grombacher  
**BRADLEY/GROMBACHER LLP**  
2815 Townsgate Road, Suite 130  
Westlake Village, CA 91361

**DEFENDANTS' COUNSEL:**

Michael Kun  
Kevin Sullivan  
**EPSTEIN, BECKER & GREEN, P.C.**  
1925 Century Park East, Suite 500  
Los Angeles, CA 90067-2506

The lawyers representing Plaintiffs and the Class Members will be paid from the Gross Settlement Value. The lawyers will request approval from the Court for payment of attorneys' fees of 30% of the total Settlement (\$49,500), plus reimbursement of actual litigation costs up to \$15,000. These payments are for services provided, and to be provided, to the Class, and to compensate the lawyers for the risk of bringing this case on a "contingent basis" where they invested time and all litigation costs with the chance of no recovery. These amounts are subject to Court approval.

**10. Who is the Settlement Administrator?**

The Settlement Administrator is a company hired by the parties to administer the Settlement. The Settlement Administrator's contact information is:

Norris, et al. v. EmCare of California, Inc., et al.  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606  
Telephone: 1-888-906-1244

The Settlement Administrator's duties include processing challenges, objections and exclusions, making payments to the Class Members, and getting answers to any questions you may have. The Settlement Administrator will also post a copy of the final judgment on its website ([www.CPTGroup.com/California-EM-I-Settlement](http://www.CPTGroup.com/California-EM-I-Settlement)). The costs of administering the Settlement, estimated at \$9,500 will be deducted from the Settlement.

**11. What is Being Released as Part of the Settlement?**

If the Court grants final approval of the Settlement, all Class Members who have not opted-out of the Settlement are bound by the terms of the Settlement, including the release set forth in the Settlement Agreement and below. The release language in the Settlement Agreement is as follows:

"Released Claims" means any and all claims, demands, rights, debts, obligations, costs, reimbursement, expenses, wages, restitution, disgorgement, benefit of any type, equitable relief, contract obligations, liquidated damages, statutory damages or penalties, civil penalties, attorneys' fees, costs, interest, actions, liabilities and causes of action of any nature and description whatsoever, whether at law or in equity, whether under any federal, state or local law, statute, ordinance, regulation, common law, or other source of law, including all claims regarding wages, minimum wages, overtime, double time, meal periods, rest periods, bonuses, vacation, paid time off, sick leave, wage statements, waiting time penalties, PAGA penalties, and unfair, unlawful, and/or fraudulent business practices, including any claims related to working off the clock, unpaid bonuses, non-compliant meal periods, non-compliant rest periods, non-compliant wage statements, and failing to timely pay any wages due, which are and were

asserted in the Action or could have been asserted against Defendants arising out of identical factual predicate alleged in the Action at any time during the Class Period.

By cashing settlement checks, Settlement Class Members will consent to be part of an action under the Fair Labor Standards Act (“FLSA”) and to release their FLSA claims.

**12. What if the Settlement is not approved by the Court?**

The Court will hold a Final Approval Hearing on February 26, 2019 at 9:00 a.m. in Department 11 of the Superior Court of the State of California in and for the County of Los Angeles, located at 312 North Sprint Street Los Angeles, California 90012.

If the Class Action Settlement and Release is not approved by the Court, or if any of their conditions are not satisfied, the conditional settlement will be voided, no money will be paid, and the parties will continue to litigate this case. If that happens there is no assurance: (a) that any decision at trial would be in favor of class members; (b) that a trial decision, if any, would be as favorable to the class members as this settlement; or (c) that any favorable trial decision would be upheld if an appeal is filed

**13. What if I have further questions about the Settlement or Action?**

You may contact Class Counsel at the address listed on page 5 without having to pay for any attorneys’ fees. You may also contact the Settlement Administrator at the address/telephone number on page 5. You also have the right to speak with an attorney of your choosing at your own expense. Please do not contact Defendants’ Counsel.

**DO NOT CONTACT THE COURT. THE COURT CANNOT PROVIDE YOU WITH LEGAL ADVICE OR ANY OPINION AS TO THIS SETTLEMENT OR LAWSUIT**