

**CLASS ACTION SETTLEMENT AGREEMENT**  
**AND RELEASE OF CLAIMS**

This Class Action Settlement Agreement and Release of Claims (“Agreement”) is entered into by and between Defendants, EmCare of California, Inc. and California EM-I Medical Services, A Medical Corporation (collectively, “Defendants”) and representative Plaintiffs, Teresa Norris and Lisa Stebbins (“Representative Plaintiffs”) on behalf of themselves individually and on behalf of all members of the Settlement Class as hereinafter defined, subject to final approval of the Court. This Agreement accurately sets forth the Parties’ Class Action Settlement in the amount of One-Hundred Sixty-Five Thousand Dollars (\$165,000.00) to resolve all claims and causes of action of the Settlement Class associated with the allegations and facts alleged in the Complaint, as detailed below.

**SECTION 1 – DEFINITIONS**

- A. “Class Counsel” refers to Marcus J. Bradley and Kiley L. Grombacher of Bradley/Grombacher, LLP.
- B. “Representative Plaintiffs” refers to Teresa Norris and Lisa Stebbins.
- C. “Action” refers to the action entitled *Norris, et al. v. EmCare of California, Inc., et al.*, pending in the Los Angeles County Superior Court, Case No. BC629485.
- D. “Complaint” refers to the Third Amended Complaint filed by Representative Plaintiffs in the Action.
- E. “Defendants” refer to EmCare of California, Inc. and California EM-I Medical Services, A Medical Corporation, their present and former parent companies, subsidiaries and affiliates, as well as their owners, officers, directors, employees, attorneys, agents, insurers, successors and assigns.

F. “Defense Counsel” refers to Michael S. Kun and Kevin D. Sullivan of Epstein Becker & Green, P.C.

G. “Gross Fund Value” (“GFV”) refers to the maximum amount of One-Hundred Sixty-Five Thousand Dollars (\$165,000.00) that Defendants shall pay pursuant to this Agreement.

H. “Net Settlement Amount” (“NSA”) refers to that amount remaining after deducting the following from the Gross Fund Value: approved Class Counsel’s attorney’s fees and litigation costs and expenses; the enhancement award to the Representative Plaintiffs; the portion of the Private Attorneys General Act (“PAGA”) penalty paid to the Labor & Workforce Development Agency (“LWDA”) and the Administrative Expenses.

I. “Administrative Expenses” refers to all Court-approved costs and expenses associated with and incurred by the Settlement Administrator in effectuating the Settlement.

J. “Notice” refers to the Notice of Class Action Settlement, in a form substantially similar to the attached “**Exhibit A**” subject to Court approval, and incorporated by reference into this Agreement.

K. “Parties” refers to the Representative Plaintiffs and Defendants, jointly.

L. “Putative Class” or “Putative Class Members” refers to the class, which the Parties agree shall be certified for settlement purposes only, as follows, as defined in the Complaint: All persons who have been, or currently are, employed by Defendant in California during the Class Period 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.

M. “Class Period” refers to the period from August 3, 2012, through and including the date of the Order Granting Preliminary Approval of this Agreement.

N. “Settlement Class” or “Settlement Class Members” refer to all members of the Putative Class who do not submit a valid opt-out form consistent with the procedure described herein.

O. “Settlement Administrator” refers to CPT Group Inc., the third-party company responsible for administering the Settlement.

P. “Effective Date” shall be the later of the following events: (1) (a) if no Class Member files an objection, ten days (10) after service of the entry of an order granting final approval; or (b) if any Class Member files an objection, when the period for filing any appeal, writ or other appellate proceeding has lapsed; (2) when any appeal, writ, or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (3) when any appeal, writ, or other appellate proceeding has upheld the Court’s final approval order and judgment with no right to pursue further remedies or relief. It is the intention of the Parties that the Settlement shall not become effective until the Court’s final approval order is final and judgment is entered, and there is no further recourse by any appellant or objector who seeks to contest the Settlement.

Q. “Final Approval Hearing” refers to the final hearing at which the Court approves the Settlement.

R. “Objection Deadline” refers to the date set by the Court by which all objections to the Agreement and all written notices of intent to appear must be filed with the Court and served on the Settlement Administrator, Class Counsel and Defense counsel in accordance with Section 7, Paragraph B of this Agreement. The Parties agree to request an Objection Deadline that is forty-

five (45) calendar days after the initial mailing of the Notices by the Settlement Administrator.

S. “Opt-Out Deadline” refers to the date by when a Class Member must exclude himself or herself from the Class in the manner provided in Section 7, Paragraph A of this Agreement or Order of the Court. The Parties agree to request an Opt-Out Deadline of forty-five (45) calendar days after the initial mailing of the Notice by the Settlement Administrator.

T. “Dispute Deadline” refers to the date by which a Class Member must file a written objection in the manner provided in Section 8 of this Agreement. The Parties agree to request a Dispute Deadline of forty-five (45) calendar days after the initial mailing of the Notice by the Settlement Administrator.

U. “Settlement” refers to the terms and conditions set forth in this Class Action Settlement Agreement and Release of Claims.

V. “Claim Share” refers to the amount of money allocated to each Settlement Class Member pursuant to Section 9 of this Agreement.

W. “Agreement” shall mean this Class Action Settlement Agreement and Release of Claims.

## **SECTION 2 – BACKGROUND AND RECITALS**

A. This Settlement affects the claims of the Putative Class arising during the Class Period. Representative Plaintiffs allege that Defendants failed to properly pay them and Putative Class members for wages owed in accordance with the California Labor Code. Specifically Representative Plaintiffs allege that Defendants: (a) requiring that Plaintiffs and members of the Putative Class members work “off-the-clock,” as a result of which Plaintiffs and said members of the Putative Class Members were not paid any wages for the time spent working “off-the-clock,” nor was the time spent working “off-the-clock” considered in calculating the amount of overtime

wages due to Plaintiffs and members of the Putative Class, as a result of which they were not paid all wages due to them; (b) requiring that Plaintiffs and members of the Plaintiff Class work in excess of eight (8) hours per day but failing to pay for all time worked including failing to pay proper amounts for overtime compensation at the proper rate of pay, in violation of Labor Code § 1194 and the order and standards promulgated by the California Division of Labor Standards Enforcement and the IWC; (c) having discouraged or deprived Plaintiffs and Putative Class members of meal and rest breaks and failure to pay for missed breaks pursuant to Labor Code §§ 200, 226.7, 512; (d) requiring that Plaintiffs and Putative Class members forfeit vested vacation wages, including but not limited to personal days, flexible days, paid time off, “PTO”, personal choice holidays and other forms of paid time off in violation of Labor Code § 227.3; (e) failing to pay Plaintiffs and Putative Class members all non-discretionary bonuses, including shift bonuses, differential bonuses, quarterly bonuses, commissions, awards, and incentive pay that Plaintiffs and Putative Class members earned, at each year end or fractional payments within a year, including at the end of employment and/or when transitioning to another EmCare position; (f) failing to pay compensation at time of termination in violation of Labor Code §§ 201-203; and (g) failing to furnish Plaintiffs and Putative Class members accurate, itemized wage statements required by Labor Code § 226 upon payment of wages. Representative Plaintiffs sought, on their behalves and on behalf of the Putative Class, unpaid wages, damages, restitution, and penalties associated with the allegations made against Defendants.

**B.** Defendants deny the Representative Plaintiffs’ allegations and further deny that they have committed any illegal or wrongful acts. Defendants contend that the Representative Plaintiffs and all members of the Putative Class were treated lawfully, were not harmed in any way by Defendants’ actions, and are not owed any amount whatsoever. Nothing contained herein, nor

the consummation of this Agreement is to be construed as or deemed an admission of liability by Defendants. Whether or not the Agreement is finally approved, neither the Agreement nor any of its terms, nor any document, statement, proceedings or conduct related to this Agreement nor any accounts or reports thereof, shall in any event be:

1. Construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Defendants, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendants of any liability, fault, wrongdoing, omission, concession or damage;

2. Disclosed, referred to or offered to receive in evidence against Defendants in any further proceeding in this Action, or in any other civil, criminal, administrative action or proceeding of any type; or

3. Used in any other way for any other purposes other than settling this Action pursuant to the terms of this Agreement, enforcing the Judgment or enforcing the release of the Released Claims, as the term is expressly defined in Section 12, below.

**C.** Through this Agreement, the Parties intend to fully, finally, and forever settle, compromise, and discharge all Released Claims, as defined in Section 12 of this Agreement, that Plaintiffs or Settlement Class Members may have against Defendants at any time during the Class Period.

**D.** The Parties intend this Agreement to include a full and complete settlement and release, as to the Released Claims and includes in its effect all of Defendants' present and former parent companies, subsidiaries and affiliates, shareholders, officers, directors, employees, agents, attorneys, and insurers.

**E.** In connection with the Action, Defendants produced substantial documents and

data, including but not limited to, available payroll and timekeeping records for the Putative Class during the Class Period, and Class Counsel engaged in extensive review of these records.

F. Class Counsel represents that they have conducted a sufficiently thorough investigation into the claims of the Putative Class against Defendants. Based on their own independent investigation and evaluation, and all known facts and circumstances, including the risk of significant defenses asserted by Defendants, Class Counsel are of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interest of the Settlement Class.

G. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiffs or the Putative Class have merit or that Defendants bear any liability to Plaintiffs or the Putative Class on those claims or any other claims, or as an admission by Plaintiffs that their claims are not meritorious or that Defendants' defenses in the Action have merit.

### **SECTION 3 – GENERAL PROVISIONS**

A. **CONDITIONAL SETTLEMENT CERTIFICATION.** For settlement purposes only, the Parties agree that the Putative Class shall be certified. Defendants do not waive, and instead expressly reserve, their right to challenge the propriety of class certification for any purpose should the Court not approve this Agreement. In connection with the proposed certification of the Putative Class, the Parties shall cooperate and present to the Court for their consideration competent evidence, as may be requested by the Court, under the applicable due process requirements and standards for class certification.

B. **NO RIGHT TO APPEAL.** Neither the Representative Plaintiffs nor Defendants shall have any right to appeal any order or judgment finally approving the Settlement so long as

the final approval and Judgment by the Court is consistent with and includes all of the terms of this Agreement.

**C. COOPERATION.** The Parties agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of the Settlement and to effectuate all aspects of this Agreement. Class Counsel is responsible for preparing all documents necessary to seek Preliminary and Final Approval by the Court of the Settlement. Class Counsel shall provide Defense Counsel, for review and comment, copies of all motion and proposed filings prior to filing any such documents with the Court.

#### **SECTION 4 – SETTLEMENT APPROVAL PROCEDURE**

This Settlement Agreement will become final and effective upon occurrence of all of the events described in this Section 4, below:

1. Execution of this Agreement by the Parties and their respective counsel of record.
2. Entry of an Order by the Court (a) granting preliminary approval of the Settlement Agreement, including conditional certification of the Putative Class for settlement purposes only (the Parties' proposed preliminary approval order is attached hereto as **Exhibit "B"**), (b) approving the proposed Notice (the Parties' proposed form is attached hereto as **Exhibit "A"**), and (c) scheduling a hearing date for final approval of the Settlement Agreement.
3. Filing by Class Counsel, on or before the date of the final approval hearing, the Settlement Administrator's verification, in writing, that the Notice to the Putative Class has been disseminated in accordance with the Court's preliminary approval order.
4. Entry of an order by the Court granting final approval of the Settlement and the later of the following events: (1) (a) if no Class Member files an objection, ten days after service of the entry of an order granting final approval; or (b) if any Class Member files an objection, when the period for filing any appeal, writ or other appellate proceeding has lapsed; (2) when any



appeal, writ, or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (3) when any appeal, writ, or other appellate proceeding has upheld the Court's final approval order and judgment with no right to pursue further remedies or relief.

## **SECTION 5 – SETTLEMENT ADMINISTRATOR**

**A. SELECTION OF SETTLEMENT ADMINISTRATOR.** The Parties have agreed to designate CPT Group Inc. as the third-party Settlement Administrator to administer the Settlement and all orders of the Court, subject to Court approval.

**B. DUTIES OF THE SETTLEMENT ADMINISTRATOR.** The duties of the Settlement Administrator shall include, without limitation: the printing and mailing of the court-approved Notice to Putative Class Members; taking all steps as are reasonably necessary to ensure Putative Class Members timely receive a Notice including conducting a National Change of Address search before mailing the Notice; communicating with Putative Class Members and others so as to receive corrections and/or additional information needed or deemed reasonably necessary by the Settlement Administrator in order to ensure that the highest percentage of Putative Class Members receive notice of the Settlement; the utilization of methods to ensure the most up-to-date and accurate addresses for Putative Class Members; conducting address searches on all returned, undelivered mail and re-mailing Notices to Putative Class Members for whom addresses are found; the providing of toll-free, live operator telephone support to receive telephone calls from Putative Class Members or others regarding the notice process; the maintenance of appropriate databases to fulfill their duties; the receipt and control of all returned Notices, requests for opt-out, disputes and objections; the calculation of the Claim Shares; the preparation of all necessary reports listing the Claim Shares; weekly reporting to Class Counsel and Defense Counsel; the timely issuance and, if necessary, re-issuance of Claim Share checks; conducting address searches for all Claim

Share checks that are returned as undeliverable; distribution of any residual of Claim Shares to the California Industrial Relations Unclaimed Wages Fund; and all other duties referenced in this Agreement that are to be performed by the Settlement Administrator and any and all other duties as agreed to with Class Counsel consistent with the terms, purposes and goals of this Agreement.

#### **SECTION 6 – NOTICE TO CLASS MEMBERS**

Subject to Court approval of content, the Notice shall be sent to the Putative Class, by first-class mail, within twenty-one (21) calendar days of the entry of an Order granting preliminary approval of this Agreement. The Notice will, subject to Court approval, advise all Putative Class Members of the nature of the case, the terms of the Settlement, the binding nature of the release, the final approval hearing date, and Putative Class Members' right to opt out or object to the Settlement.

Within fourteen (14) calendar days of notice of entry of an Order granting preliminary approval of this Agreement, Defendants shall provide the Settlement Administrator the best information in their possession, custody or control with respect to the names, last known addresses, and home telephone number for each member of the Putative Class, and the first and last date of work and number of workweeks that each member of the Putative Class worked for Defendants during the Class Period. In addition thereto, Defendants will provide social security numbers of Putative Class Members to the Settlement Administrator. Defendants agree to provide this information in a format reasonably acceptable to the Settlement Administrator. The Settlement Administrator shall keep and maintain the information as confidential and shall only use the social security and contact information for purposes of this Settlement and to locate members of the Putative Class.

Class Counsel shall provide the Court, at least ten calendar days prior to the final approval hearing, a declaration by the Settlement Administrator of due diligence and proof of mailing with regard to the mailing of the Notice.

The Settlement Administrator will use their reasonable best efforts to locate and send the Notice to the most recent address of each Putative Class Member. The Settlement Administrator shall be responsible for taking reasonable steps, consistent with their agreed job parameters and any Court Orders, to trace the address of any Putative Class Member for whom a Notice is returned by the post office as undeliverable. These reasonable steps shall include, at a minimum: tracking all undelivered mail; performing additional address searches using additional address databases or equivalent means for all mail returned without a forwarding address; and promptly re-mailing (i.e., within 5 calendar days of receiving any returned notice) to Putative Class Members for whom new addresses are found. Any returned envelopes with forwarding addresses will be utilized by the Settlement Administrator to trace Putative Class Members.

#### **SECTION 7 – CLAIMS, OPT-OUT AND OBJECTION PROCEDURES**

1. **NO CLAIMS-MADE PROCESS.** Class Members shall not be required to submit a claim form in order to receive an individual settlement payment. Each Putative Class Member shall automatically receive checks for their Claim Shares unless they opt out. All settlement award checks issued to Settlement Class Members shall contain, on the back of the check, the following language, which shall be the opt-in consent required by the Fair Labor Standards Act for the release of federal wage claims: “By endorsing this check, I consent to join the Class in *Norris, et. al. v. EmCare of California, Inc.*, elect to participate in the Settlement, and agree to release all of my claims that are covered by the Settlement, including claims under the Fair Labor Standards Act.”

2. **OPT-OUT PROCEDURES.** The Notice shall provide that Putative Class Members who wish to opt out of the Settlement must send a written notice to the Settlement

Administrator requesting to opt out of the Class on or before the applicable Opt-Out Deadline. Such written notice to opt out: (1) must contain the full name, address, and last four digits of the social security number of the person seeking to opt out; (2) must be returned to the Settlement Administrator or filed with the Los Angeles County Superior Court as referenced in the Notice; (3) and must be postmarked (if mailed) or received (if otherwise delivered) by the Settlement Administrator or Court on or before the applicable Opt-Out Deadline. Any Putative Class Member who properly requests to opt out will not be entitled to receive a Claim Share and will not be bound by the Agreement or have any right to object, appeal, or comment thereon.

Putative Class Members who fail to submit a valid and timely request to opt out shall be bound by all terms of the Settlement and any Final Judgment entered in the Action upon final approval of the Settlement.

Prior to the Opt-Out Deadline, any Putative Class Member who has elected to opt out may withdraw that election by notifying the Settlement Administrator in writing that he or she wishes to be a Settlement Class Member.

The Settlement Administrator shall maintain records of all withdrawn opt-outs and all opt-outs and shall provide updates to Class Counsel and Defense Counsel as reasonably requested of: (1) the number of undeliverable notices; (2) the number of opt-outs and, if requested by Defendants only, the names of the opt-outs; (3) any disputes by Class Members; and (4) any objections.

**3. OBJECTIONS.** Settlement Class Members have the right to object to this Agreement. Objections to the Settlement must be mailed to the Settlement Administrator and served on Class Counsel and Defense Counsel no later than the Objection Deadline. The postmark date of the objection shall be deemed the exclusive means for determining whether the objection is timely.

Objections must state the Settlement Class Member's full name, current address, dates of employment with the Defendants, last four digits of their or his or her social security number, and describe why the objector believes the Settlement is unfair and whether the objector intends to appear at the final approval hearing. The objection shall also state the name and number of the case. Deficient or untimely objections shall not be considered. Settlement Class Members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, unless otherwise ordered by the Court. Class Counsel and Defense Counsel may, at least ten days (unless otherwise specified by the Court) before the final approval hearing, file responses to any written objections submitted to the Court.

At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit written objections to the Agreement or appeal from the Court's final approval order and judgment. Class Counsel shall not represent any Settlement Class Members with respect to any such objections.

**4. RIGHT TO RESCISSION.** If more than five (5) Putative Class Members opt out of the Settlement Class, Defendants shall have the right in their sole discretion to rescind and void this Agreement by providing written notice to Class Counsel within ten (10) calendar days of the day on which the Settlement Administrator furnishes the parties with the number of Putative Class Members who have opted out of this Settlement.

#### **SECTION 8 – DISPUTES**

If a Settlement Class Member disagrees with any of the information listed on his or her Notice concerning the number of workweeks he or she worked during the Class Period, the Settlement Class Member may dispute such information by mailing to the Settlement

Administrator an executed statement containing the number of payroll periods the Settlement Class Member believes is correct. In addition, the Settlement Class Member may send to the Settlement Administrator any documents to support his or her dispute. Any dispute and any supporting documents must be received by the Dispute Deadline. The Settlement Administrator shall expeditiously consider the dispute and any relevant evidence; provided, however, that the signed statement with any supporting documentation shall first be provided to Defense Counsel. Defense Counsel will provide any relevant and necessary documents to the Settlement Administrator to resolve the dispute. The Settlement Administrator's decision as to the number of work weeks based on all supporting documentation shall be final.

#### **SECTION 9 – PAYMENT OF CLAIM SHARES**

**A. GROSS SETTLEMENT VALUE.** Subject to the terms and conditions of this agreement, Defendants agree to pay a maximum Gross Settlement Value of One-Hundred Sixty-Five Thousand Dollars (\$165,000.00). The Gross Settlement Value includes: (i) payments made to the Settlement Class as described in this Agreement representing wages and statutory penalties; (ii) an enhancement award (i.e., service payment) to the Representative Plaintiffs of \$15,000.00 divided equally; (iii) Administrative Expenses not to exceed \$7,800; (iv) Class Counsel's approved attorney's fees (up to thirty percent (30%) of the Gross Settlement Amount); (v) civil penalties for the settlement of the Private Attorneys General Act (PAGA) claims in the amount of Two Thousand Dollars (\$2,000.00) with One Thousand Five Hundred Dollars (\$1,500.00) to be paid to the LWDA; and (vi) Class Counsel's approved litigation expenses and costs (not to exceed \$15,000.00).

Defendants will fund the Gross Settlement Amount within ten (10) days after the Effective Date of the Settlement into Qualified Settlement Fund pursuant to Treas. Reg. § 1.468B-1

controlled by the Settlement Administrator (hereinafter “Settlement Funds”). The Settlement Administrator shall hold the Settlement Funds in escrow for the purposes of the settlement and shall only disburse funds in accordance with the terms of this Agreement, or on different terms only if such terms are provided by an Order entered by the Court on notice to all Parties. The Settlement Administrator shall give notice to Plaintiffs’ Counsel and Defendants’ Counsel at least five (5) business days prior to paying any Notice and Administration costs. Except for the costs of Notice and Administration of the Settlement as provided for herein, these monies will not be paid out from the Settlement Fund account until the Effective Date of the Settlement as described in Section 9.C. of this Settlement Agreement.

The Parties agree that the Settlement Fund shall be treated as a Qualified Settlement Fund For Tax Purposes. All funds required to be held in escrow hereunder shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed, or returned to the persons paying the same, pursuant to terms of this Settlement Agreement and/or further order of the Court. The Settlement Administrator shall invest any funds held in escrow in short-term United States Agency or Treasury Securities (or a mutual fund invested solely in such instruments), or in a fully U.S. Government-insured account, and shall collect and reinvest any and all interest accrued thereon. The parties hereto agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and that the Settlement Administrator, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be responsible for filing tax returns for the Settlement Fund and paying from the Settlement Fund any Taxes owed with respect to the Settlement Fund. The parties hereto agree that the Settlement Fund shall be treated as a Qualified Settlement Fund from the earliest date possible, and agree to any relation-back

election required to treat the Settlement Fund as a Qualified Settlement Fund from the earliest date possible. Counsel for Defendants agree to provide promptly to the Settlement Administrator the statement described in Treasury Regulation § 1.468B-3(e).

The Net Settlement Amount shall be allocated as Settlement Shares to every individual Settlement Class Member in accordance with the provisions of Section 9.B. of this Agreement.

**B. CALCULATION OF SETTLEMENT SHARES.** Payment will be made to Class Members based on the number of verified shifts spent by class members in Defendants' employ. For purposes of payment, a shift shall be defined as any shift in which the class member worked on a calendar day as a non-exempt employee. Any shift worked by a Class Member when that Class Member was employed as an exempt employee shall not be counted as a shift for purposes of this settlement.

Because the Net Settlement Amount will not be finally determined until the Court grants final approval of this Joint Stipulation and Settlement Agreement after the Final Approval Hearing, the Parties agree that the Settlement Administrator shall use the following sums in calculating the estimated Net Settlement Amount for purposes of computing Settlement Shares and giving notice of the same: (1) attorneys' fees to Class Counsel of \$49,500.00; (2) the sum \$15,000.00 as costs to Class Counsel; (3) the Representative Plaintiffs' enhancement awards of \$15,000.00 (or other amount as preliminarily approved by the Court in the Order Granting Preliminary Approval); (4) the sum of \$1,500.00 for the payment to the California Labor and Workforce Development Agency or any other amount preliminarily approved by the Court in the Order Granting Preliminary Approval; and (5) Administrative Expenses of \$7,800.00.

In the event the Court's final approval of any of the above sums is different than the figures used by the Settlement Administrator in computing the Settlement Shares prior to sending the



Notices, the Settlement Administrator shall use the finally approved sums for re-computing the Net Settlement Amount and the Settlement Shares.

**C. RESPONSIBILITY FOR AND TIMING OF THE MAILING OF CLAIM SHARE CHECKS.** The Settlement Administrator shall be responsible for issuing and mailing the checks for the court-approved Claim Share payments to the Settlement Class Members. If there are sufficient funds deposited with the Settlement Administrator or in the settlement fund to pay all obligations under this Agreement as required by this Agreement and the orders and Judgment of this Court, the Settlement Administrator will prepare and mail all necessary checks to the appropriate persons and entities within fifteen (15) calendar days of the Effective Date of the Settlement.

**D. UNCASHED CHECKS.** Prior to the entry of any judgment, the Court shall determine the total amount that will be payable to all Class members, if all Class Members are paid the amount to which they are entitled pursuant to the judgment. . After the Claims Administrator mails out the Settlement Payments, members of the Settlement Class shall have one-hundred and eighty (180) calendar days to cash the check that was mailed to them. After one-hundred and eighty (180) calendar days from the date of mailing, the checks shall become null and void, and any monies remaining in the distribution account shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of those Settlement Class members who did not cash their checks until such time that they claim their property. The Settling Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Settlement Payment will be paid out to Settlement Class members, whether or not they all cash

their Settlement Checks. Therefore, Defendants will not be required to pay any interest on said amount

**E. CLASS REPRESENTATIVES ENHANCEMENT FEES.** In addition to the amounts, if any, determined to be payable to the Representative Plaintiffs as their Claim Share and subject to Court approval of the Agreement, Defendants agree not to oppose Class Counsel's request for an enhancement to the Representative Plaintiffs not to exceed \$15,000.00 (to be divided equally amongst the Representative Plaintiffs), payable from the Gross Settlement Value. Class Counsel represents that the enhancement fee to the Representative Plaintiffs reflects their services on behalf of the Putative Class, including filing the original Complaint, gathering and/or providing information, attending multiple meetings with Class Counsel, assisting in the preparation of discovery responses, assisting in preparing litigation strategy, and assuming the risks of costs and hardships that were not agreed to or experienced by Putative Class Members. The Settlement Administrator shall issue a Form 1099 (or other required tax form) to the Representative Plaintiffs for the above-referenced payment.

**SECTION 10 – ALLOCATION OF AND TAXES ON PAYMENTS  
TO CLASS MEMBERS**

The Parties agree that each Claim Share that is distributed to a Settlement Class Member will be considered one-third (1/3) wages, one-third (1/3) penalties and one-third (1/3) interest. The wage portion shall be reported as such to each Settlement Class Member on an IRS Form W-2. The non-wage/reimbursement portion shall be reported as such to each Settlement Class Member via an IRS Form 1099.

The employee portion of all applicable income and payroll taxes, as well as the taxes on the penalties and interest damages payment, will be the responsibility of the Settlement Class Members, who agree to hold harmless the Defendants, Class Counsel, and Defense Counsel for

any tax liability, including penalties and interest, arising out of or relating to the Class Members' failure to pay taxes on any amounts paid pursuant to this Agreement. The Settlement Administrator shall be responsible for remitting to the tax authorities employees' and employer's share of all payroll taxes, the payments for which shall be taken out of the Gross Settlement Amount.

Payments made under this Agreement are not intended to and will not: (1) form the basis for additional contributions to, benefit under, or any other monetary entitlements under; (2) count as earnings or compensation with respect to; or (3) be considered to apply to, or be applied for purposes of, Defendants' bonus, pension, any 401(k) and/or other retirement plans or similar programs.

#### **SECTION 11 – ATTORNEYS' FEES AND COSTS**

Class Counsel will submit applications for approval of attorneys' fees and costs by the Court, to be paid from the Gross Settlement Value. Class Counsel's request for attorneys' fees will not exceed thirty percent (30%) of the Gross Settlement Value. Class Counsel's request for costs/expenses (which do not include the costs of Settlement Administration) will not exceed \$15,000.00. Defendants agree not to oppose the amount in the application, so long as the application is consistent with the provisions of this Agreement. If the Court approves an award of attorneys' fees in an amount less than thirty percent (30%) of the Gross Settlement Amount or litigation expenses in an amount less than \$15,000.00, the remainder(s) will be retained in the Net Settlement Amount for distribution to the Settlement Class Members. Payroll tax withholding and deductions will not be taken from the payment of Class Counsel attorneys' fees and expenses, and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments.

Defendants are responsible for their own attorneys' fees and costs, which are not included in the Gross Settlement Value.

#### **SECTION 12 – RELEASE**

Upon the Effective Date of the Agreement, the Representative Plaintiffs and the Settlement Class Members, and each of them, fully and finally release and forever discharge Defendants, and shall be deemed to have, and by operation of the Judgment and any related order shall have, expressly waived, released, discharged and relinquished all of the Released Claims (as defined below) during the Class Period.

“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.

#### **SECTION 13 - DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

The Representative Plaintiffs shall submit this Agreement to the Court, along with a noticed motion setting a hearing at a date and time as provided by law, seeking the Court's preliminary approval and determination as to the Agreement's fairness, adequacy, and reasonableness at the Preliminary Approval Hearing.

Class Counsel shall submit said moving papers to Defense Counsel for their review and approval no less than seven court days prior to filing.

In connection with this motion, the Representative Plaintiffs shall apply to the Court for the entry of an Order Granting Preliminary Approval substantially identical in content to **Exhibit "B"** seeking, among other things, the following:

1. The scheduling of the Final Approval Hearing on the question of whether this Settlement Agreement should be finally approved as fair, reasonable and adequate as to Settlement Class Members. The approval must also include that the Class is conditionally certified for settlement purposes only and that in the event that this Settlement Agreement is nullified or invalidated for any reason, including that the Court fails to give preliminary or final approval to this Settlement Agreement, the Court fails to order any of the other relief set forth in this Settlement Agreement, the failure of a condition precedent occurs, the Court disapproves of any term or condition of the Settlement Agreement, or if the Court modifies or amends any portion of the Settlement Agreement, the conditional certification shall be vacated, shall be null and void and shall be of no force or effect in the Action as to all Parties herein at the option of Defendants exercised prior to the Final Approval Hearing.

2. Preliminarily approving the terms and conditions of the Settlement;
3. Preliminarily approving the attorneys' fees and costs to Class Counsel;
4. Preliminarily approving the enhancement fees to the Representative Plaintiffs;

5. Approval as to form and content of the proposed Notice;
6. A direction to mail the Notices by first-class mail to the Putative Class Members;
7. That the Putative Class Members shall have forty-five (45) calendar days from the date of the initial mailing of the Notice to submit any disputes to the Claims Administrator;
8. That the Putative Class Members shall have forty-five (45) calendar days from the date of the initial mailing of the Notice to opt out of the terms of this Settlement Agreement;
9. That the Putative Class Members shall have forty-five (45) calendar days from the date of the initial mailing of the Notice to file any objections to this Settlement Agreement with the Court and Parties; and
10. Approval of the Settlement Administrator and their estimated fees.

**SECTION 14 – DUTIES OF THE PARTIES CONCERNING FINAL COURT APPROVAL**

Following or in connection with final approval of this Agreement by the Court at the Final Approval Hearing, Class Counsel will lodge a proposed Judgment in the form and with the content substantially identical to **Exhibit “C,”** which Judgment must first be approved by Defense Counsel prior to lodging. The Judgment must, among other things:

1. Approve the Settlement, adjudging, among other things, the terms and conditions thereof to be fair, reasonable and adequate, and directing consummation of their terms and conditions;
2. Approve the payment of the Claim Shares to the Settlement Class Members;
3. Approve Class Counsel’s final application for an award of attorneys’ fees and reimbursement of costs;
4. Approve the Representative Plaintiffs’ enhancement;

5. Approve settlement certification of the Class on the terms set forth in this Agreement and Judgment;
6. Approve any other required payments under this Agreement;
7. Enter final judgment that allows the Court to retain jurisdiction of the Action to enforce this Agreement and the Final Judgment; and
8. Include in the Final Judgment the Release set forth in Section 12 of this Agreement.

#### **SECTION 15 – CONTINUING JURISDICTION**

The Court has, and shall continue to have, jurisdiction to make any orders as may be appropriate to effectuate, consummate, and enforce the terms of this Agreement, including the release, and to supervise the administration of and distribution of monies to the Settlement Class Members, Class Counsel, the Settlement Administrator and/or the Representative Plaintiffs. The Parties, Representative Plaintiffs and the Settlement Class agree to submit to the personal and exclusive jurisdiction of the Court for enforcement of the terms of the judgment in this Action.

#### **SECTION 16 – OTHER PROVISIONS**

**A. ENFORCING/VOIDING THE AGREEMENT.** If any material or substantial term set forth in this Agreement is not met and satisfied or otherwise fully and finally approved by the Court, this Agreement shall, at the option of the affected party, be ineffective, void and of no further force or effect. In the event of a failure of any condition precedent, a failure of the Court to give final approval to the Agreement at the Final Approval Hearing, a failure of the Court to issue any of the other relief or include any of the terms set forth in this Agreement, any decision by the Court to disapprove any condition or term of the Agreement, any modification or amendment by the Court of any portion of the Agreement, this Agreement shall then be void and unenforceable as to all Parties herein at the option of any party. Any party may exercise

his/their/her options under this Section to void this Agreement by giving notice, in writing, to the other and to the Court at any time prior to the Effective Date of this Settlement. In such event, the Parties shall be equally responsible for any and all costs incurred by the Claims Administrator, unless Defendants rescind the Agreement pursuant to Paragraph 7(4) above, in which case Defendants shall be responsible for all costs and fees. Notwithstanding the foregoing, an appeal of, a modification of, a reversal on appeal of, or the reduction of any Fee and Expense Award or Incentive Award shall not constitute grounds for cancellation and termination of this Agreement.

**B. MUTUAL FULL COOPERATION.** The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to, executing such documents and taking such other action as may be reasonable and necessary to implement the terms and intent of this Agreement.

**C. NO PRIOR ASSIGNMENTS.** The Representative Plaintiffs represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any of the Released Claims. Defendants shall have no obligation to pay or otherwise resolve any liens that are or may be asserted against the Claim Share payments to the Settlement Class Members or the payments to the Representative Plaintiffs. In the event that any such lien is asserted, it is the responsibility of the Settlement Class Member and/or the Representative Plaintiffs to pay, compromise or otherwise resolve the lien at no cost to Defendants.

**D. ATTORNEYS' FEES.** In the event that Defendants or the Representative Plaintiffs institute any legal action, arbitration, or other proceeding to enforce the provisions of this Agreement or Judgment or to declare rights and/or obligations under this Agreement or Judgment, the successful litigant shall be entitled to recover from the unsuccessful litigant



reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with any such action, arbitration or proceeding.

**E. NOTICES.** Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by overnight mail, addressed as follows:

**To the Representative Plaintiffs and the Class:**

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

**To Defendants:**

Michael Kun  
Kevin Sullivan  
Epstein, Becker & Green, P.C.  
1925 Century Park East, Suite 500  
Los Angeles, CA 90067-2506

Either party may re-designate the Person to receive notices, requests, demands or other communications required or permitted by this Agreement by providing written notice to the other Party and the Court.

**F. CONSTRUCTION.** The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between them, and that this Agreement shall not be construed in favor of or against any of the Parties.

**G. CAPTIONS AND INTERPRETATIONS.** Section titles, heading or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof.

**H. MODIFICATION.** This Agreement may not be changed, altered, or modified, except in writing and signed by Class Counsel, the Representative Plaintiffs, Defendants and Defense Counsel and approved by the Court. This Agreement may not be discharged except by full performance in accordance with their terms or by a writing modifying their terms which is signed by Class Counsel, the Representative Plaintiffs, Defendants and Defense Counsel and approved by the Court.

**I. INTEGRATION.** This Agreement and the attachments to this Agreement, contain the entire agreement between the Parties with respect to the subject matter hereof. The Parties acknowledge that no representations, inducements, promises or statements, oral or otherwise, have been made or relied on by any of the Parties or by anyone acting on behalf of the Parties which are not embodied or incorporated by reference herein, and further agree that no other covenant, representation, inducement, promise or statement not set forth in writing in this Agreement shall be valid or binding.

**J. BINDING ON ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of Defendants, the Representative Plaintiffs, and their respective heirs, trustees, and executors, administrators, successors and assignees.

**K. COUNTERPARTS.** This Agreement may be executed in counterparts, including electronic or fax counterparts, and when at least one such counterpart has been signed and delivered, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to the Parties.

**L. CHOICE OF LAW AND FORUM.** Any action pertaining to the terms of this Agreement or Judgment shall be brought in the Los Angeles County Superior Court, State of California.

**M. INTERIM STAY OF PROCEEDINGS.** The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, from the date mediation occurred until the date of any order denying preliminary approval of the settlement or the order finally approving the settlement, whichever occurs first.

**N. PUBLICITY.** Other than as necessary to implement the Settlement, Representative Plaintiffs and Class Counsel agree not to publicize the settlement to Class Members or on any website, newsletter, or other media form.

**REPRESENTATIVE PLAINTIFFS**

DATED: October 19, 2018

  
TERESA NORRIS

DATED: October \_\_, 2018

\_\_\_\_\_  
LISA STEBBINS

**DEFENDANTS**

DATED: October \_\_, 2018

\_\_\_\_\_  
Authorized Representative  
of Defendants EMCARE OF CALIFORNIA, INC.  
and CALIFORNIA EM-I MEDICAL SERVICES,  
A MEDICAL CORPORATION

**L. CHOICE OF LAW AND FORUM.** Any action pertaining to the terms of this Agreement or Judgment shall be brought in the Los Angeles County Superior Court, State of California.

**M. INTERIM STAY OF PROCEEDINGS.** The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, from the date mediation occurred until the date of any order denying preliminary approval of the settlement or the order finally approving the settlement, whichever occurs first.

**N. PUBLICITY.** Other than as necessary to implement the Settlement, Representative Plaintiffs and Class Counsel agree not to publicize the settlement to Class Members or on any website, newsletter, or other media form.

**REPRESENTATIVE PLAINTIFFS**

DATED: October \_\_, 2018


\_\_\_\_\_  
TERESA NORRIS

DATED: October \_\_, 2018

\_\_\_\_\_  
LISA STEBBINS

**DEFENDANTS**

DATED: October 19, 2018

  
\_\_\_\_\_  
Authorized Representative  
of Defendants EMCARE OF CALIFORNIA, INC.  
and CALIFORNIA EM-I MEDICAL SERVICES,  
A MEDICAL CORPORATION

**L. CHOICE OF LAW AND FORUM.** Any action pertaining to the terms of this Agreement or Judgment shall be brought in the Los Angeles County Superior Court, State of California.

**M. INTERIM STAY OF PROCEEDINGS.** The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, from the date mediation occurred until the date of any order denying preliminary approval of the settlement or the order finally approving the settlement, whichever occurs first.

**N. PUBLICITY.** Other than as necessary to implement the Settlement, Representative Plaintiffs and Class Counsel agree not to publicize the settlement to Class Members or on any website, newsletter, or other media form.

**REPRESENTATIVE PLAINTIFFS**

DATED: October \_\_, 2018

\_\_\_\_\_  
TERESA NORRIS

DATED: October 20, 2018

\_\_\_\_\_  
LISA STEBBINS

**DEFENDANTS**

DATED: October \_\_, 2018

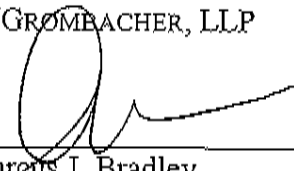
\_\_\_\_\_  
Authorized Representative  
of Defendants EMCARE OF CALIFORNIA, INC.  
and CALIFORNIA EM-I MEDICAL SERVICES,  
A MEDICAL CORPORATION

**APPROVED AS TO FORM AND CONTENT:**

**CLASS COUNSEL**

BRADLEY/GROMBACHER, LLP

DATED: October 20, 2018

BY:   
\_\_\_\_\_  
Marcus J. Bradley  
Kiley L. Grombacher  
Attorneys for Representative Plaintiff  
Lisa Stebbins

**DEFENSE COUNSEL**

EPSTEIN, BECKER & GREEN, P.C.

DATED: October \_\_\_\_, 2018

BY: \_\_\_\_\_  
Michael Kun  
Kevin Sullivan  
Attorneys for Defendants  
Emcare of California, Inc. and  
California Em-I Medical Services, A  
Medical Corporation

**APPROVED AS TO FORM AND CONTENT:**

**CLASS COUNSEL**

BRADLEY/GROMBACHER, LLP

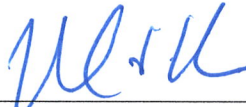
DATED: October \_\_, 2018

BY: \_\_\_\_\_  
Marcus J. Bradley  
Kiley L. Grombacher  
Attorneys for Representative Plaintiff  
Lisa Stebbins

**DEFENSE COUNSEL**

EPSTEIN, BECKER & GREEN, P.C.

DATED: October 19, 2018

BY: \_\_\_\_\_  
  
Michael Kun  
Kevin Sullivan  
Attorneys for Defendants  
Emcare of California, Inc. and  
California Em-I Medical Services, A  
Medical Corporation

## **EXHIBIT "A" – 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

**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 [DATE OF PRELIMINARY APPROVAL] 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 \_\_\_\_\_, 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 [http://www.\[INSERT ADDRESS\]](http://www.[INSERT ADDRESS]).

***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 \$\_\_\_\_\_.

***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 \_\_\_\_\_, 2018.

**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 Defendant in California between August 3, 2012 and [Date of Preliminary Approval] 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 (<http://www.INSERT ADDRESS>).

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 Amount 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 Amount 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 Amount 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 \$7,800. This amount will be paid to the Settlement Administrator, CPT Group, 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:

CPT GROUP INC.

**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 weeks you worked for Defendants during the Class Period by following the procedures outlined in Section 5 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 NUMBER 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 v. EmCare."), 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 DATE, 2018.

Any dispute must be sent to the Settlement Administrator at the address below and postmarked no later than \_\_\_\_\_, 2018:

CPT GROUP INC.

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 \_\_\_\_\_, 2018. The written request for exclusion from the Settlement must contain the name, address and telephone number 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 sent by mail to:

CPT GROUP INC.

You may withdraw your opt out prior to \_\_\_\_\_, 2018 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 written notice of intention to appear at the Final Approval Hearing, together with copies of all papers and briefs shall have been filed with the Court and mailed to Class Counsel and Defendants' Counsel with a postmark no later than \_\_\_\_\_, 2018.

All such objections and written notices of intention to appear must be signed and must contain the Class Member's full name, 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 total settlement amount. 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 Claims Administrator?**

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

**CPT GROUP INC.  
INSERT ADDRESS AND CONTACT INFORMATION**

The Claims 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 Claims Administrator will also post a copy of the final judgment on its website. The costs of administering the Settlement, estimated at \$7,800 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 \_\_\_\_\_, 2018 at \_\_\_\_\_ in Department \_\_\_\_ 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 above without having to pay for any attorneys' fees. 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.**

**EXHIBIT “B” – ORDER GRANTING PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

TERESA NORRIS and LISA STEBBINS, as  
individuals and on behalf of all others similarly  
situated,

Plaintiffs,

v.

EMCARE OF CALIFORNIA, INC., a  
California corporation, and DOES 1 through  
100, inclusive,

Defendants.

Case No. BC629485

**[PROPOSED] ORDER CONDITIONALLY  
CERTIFYING SETTLEMENT CLASS,  
PRELIMINARILY APPROVING CLASS  
ACTION SETTLEMENT, APPROVING  
NOTICE OF CLASS ACTION SETTLEMENT,  
AND SETTING HEARING FOR FINAL  
APPROVAL**

On \_\_\_\_\_, 2018, this Court considered Representative Plaintiffs’ Motion for Order Conditionally Certifying a Settlement Class, Preliminarily Approving the Settlement Agreement, Approving Notice of Class Action Settlement, and Setting the Final Approval Hearing, and the papers submitted in support thereof. Counsel for both parties were present and appearances are stated on the record.

Having considered the Motion for Order Conditionally Certifying a Settlement Class, Preliminarily Approving the Settlement Agreement, Approving Notice of Class Action Settlement, and Setting the Final Approval Hearing, as well as the documents filed in support thereof, **IT IS HEREBY ORDERED THAT:**

1. This Order incorporates by reference the definitions in the Settlement Agreement and all terms defined therein shall have the same meaning in this Order.

2. The Court finds that the Settlement Class, as defined in the Settlement Agreement, meets all the requirements for class certification of a Settlement Class. The Court hereby conditionally certifies the Settlement Class for settlement purposes only. In the event the Final Judgment is overturned, reversed, not affirmed in their entirety or never becomes final, the Effective Date of the Settlement Agreement does not occur or the Settlement Agreement is nullified or invalidated for any reason, the fact that the Parties were willing to stipulate to Settlement Class certification only as part of the Settlement Agreement shall have no bearing on any issue in this Action.

3. Representative Plaintiffs Teresa Norris and Lisa Stebbins are hereby appointed and designated, for all purposes, as the Representative Plaintiffs and the representative of the Settlement Class for settlement purposes.

4. The following attorneys are hereby appointed and designated as Class Counsel for the Representative Plaintiffs and the Settlement Class:

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

5. The class action settlement set forth in the Settlement Agreement appears to be proper and falls within the range of reasonableness and appears to be presumptively valid subject only to resolution of any valid objections that may be raised at the Final Approval Hearing.

6. The Court preliminarily approves the terms of the Settlement, which is attached hereto as Exhibit "A," including the following provisions:

a. The payment of the amount not to exceed \$15,000.00 to the Representative Plaintiffs pursuant to the Settlement Agreement;

b. The payment of attorneys' fees to Class Counsel in a sum not to exceed thirty percent (30%) of the Gross Settlement Amount;

c. The payment of the sum of costs awarded to Class Counsel pursuant to the Settlement Agreement, which shall not exceed \$15,000.00;

d. The payment of Settlement Administrative Expenses not to exceed \$7,800.00 pursuant to the Settlement Agreement; and

e. The designation of \$2,000.00 as a civil penalty under the Private Attorneys General Act, 75% of which will be paid to the Labor Workforce Development Agency.

7. CPT Group Inc. is hereby appointed as Settlement Administrator and is hereby authorized to perform all of the duties, tasks and other activities set forth in the Settlement Agreement and the orders of the Court.

8. The Notice to be mailed to the Putative Class, a copy of which is attached hereto as Exhibit "B" and incorporated herein, is approved. Social Security numbers of Putative Class Members shall not be included on the Notice. The Notice shall be sent by the Settlement Administrator to each member of the Putative Class by first-class mail no later than twenty-one (21) calendar days after the entry of the Order Granting Preliminary Approval.

9. The Class Period shall be August 3, 2012 through the date of preliminary approval.

10. The Court finds that the Putative Class conditionally certified consists of the following group of individuals:

All persons who have been, or currently are, employed by Defendants EmCare of California, Inc. or California EM-I Medical Services, A Medical Corporation from August 3, 2012 through the date of this Order 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.



11. The Court sets the following dates for purposes of this Settlement Class action:
- a. Putative Class Data: Defendants shall provide the information set forth in Section 6 of the Settlement Agreement to the Settlement Administrator and Class Counsel within fourteen (14) calendar days of the filing date of this Order Granting Preliminary Approval.
  - b. First Mailing of Notice to Settlement Class: Within twenty-one (21) calendar days of the filing date of the Order Granting Preliminary Approval.
  - c. Follow-up Mailing of Notice Where First Mailing is Returned: To be completed as needed, but no later than five (5) business days after the first mailing set forth in Paragraph 12.b. above is returned.
  - d. Dispute Deadline: The date by which any disputes to the number of shifts must be postmarked (if mailed) and/or received (if otherwise delivered) by the Settlement Administrator is forty-five (45) calendar days after the first mailing of the Notice.
  - e. Deadline to Opt-Out of Settlement Class: Forty-five (45) calendar days from the date of the first mailing of the Notice.
  - f. Opt-Out List: Settlement Administrator to provide Class Counsel and Defendants' Counsel with complete list of all Settlement Class Members who have timely requested to opt-out, within ten business days of the Opt-Out Deadline.
  - g. Objection Deadline: All objections to the Settlement Agreement to be heard at the Final Approval Hearing and all written notices of intent to appear at the Final Approval Hearing must be filed with the Court and served on the Settlement Administrator, Class Counsel and Defendants' Counsel by no later than forty-five (45) calendar days from the date of the first mailing of the Notice.

h. Defendants' Rescission Decision: Defendants are to notify Class Counsel and the Court of any election to rescind the Settlement Agreement per Section 7(4) of the Settlement Agreement within ten calendar days of the day on which the Settlement Administrator furnishes the parties with the number of Putative Class Members who have opted out of this Settlement. If any disputes are received as set forth in Section 8 of the Settlement Agreement, the ten calendar days shall not start to run until the day after resolution of all disputes.

i. Settlement Administrator's Report on Individual Claim Share Payments to Settlement Class Members: The deadline to file with Court and service on Class Counsel and Defendants' Counsel is ten court days prior to the Final Approval Hearing. No names or Social Security numbers will be included with this filing or any other filing. The Settlement Administrator will use a unique identifier number for each Settlement Class Member.

j. Settlement Administrator's Declaration of Due Diligence and Proof of Mailing to Settlement Class Members: Deadline to file with Court and serve on Class Counsel and Defendants' Counsel is ten calendar days before the Final Approval Hearing.

k. Deadline to file any supplemental briefs in support of Final Approval Hearing: Fifteen court days before the Final Approval Hearing.

l. Attorneys' Fees and Costs: Class Counsel to file application for final approval within fifteen court days before the Final Approval Hearing.

m. Final Approval Hearing: The Final Approval Hearing is set for \_\_\_\_\_, 2018 at \_\_\_\_ p.m. in Department \_\_\_\_.

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_, 2018

\_\_\_\_\_  
Superior Court

**EXHIBIT “C”- PROPOSED JUDGMENT**

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

TERESA NORRIS and LISA STEBBINS, as  
individuals and on behalf of all others similarly  
situated,

Plaintiffs,

v.

EMCARE OF CALIFORNIA, INC., a  
California corporation, and DOES 1 through  
100, inclusive,

Defendants.

Case No. BC629485

**[PROPOSED] FINAL JUDGMENT AND  
ORDER**

The Final Approval Hearing came on regularly for hearing on \_\_\_\_\_, \_\_\_\_\_, in  
Department \_\_\_\_ of the above-referenced Court. Counsel for both parties were present and

appearances are stated on the record. The Court having reviewed all pleadings, records and other documentation on file in this case, and good cause appearing therefor:

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

1. This Judgment incorporates by reference the definitions in the Settlement Agreement and all terms defined therein shall have the same meaning in this Order. The Settlement Agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

2. The Settlement Agreement shall be and hereby is fully and finally approved.

3. The Settlement Class is defined as follows:

All persons who have been, or currently are, employed by Defendants EmCare of California, Inc. or California EM-I Medical Services, A Medical Corporation from August 3, 2012 through [the date preliminary approval is ordered] 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.

4. The Court hereby finally and unconditionally certifies the Settlement Class for settlement purposes only. In the event this Final Judgment is overturned, reversed or not affirmed in their entirety or never becomes final, the Effective Date of the Settlement Agreement does not occur or the Settlement Agreement is nullified or invalidated for any reason, the Court acknowledges that the fact that the Parties were willing to stipulate to class certification only as part of the Settlement Agreement shall have no bearing on any issue in this Action.

5. The Court finds that all required notice, including the Class Notice, was given properly to the Putative Class Members and in accordance with the Settlement Agreement and orders, and that the Class Notice, given by first-class mail, was the best notice under the

circumstances and satisfies all requirements of due process and California law, including under California Rules of Court, Rule 3.766 and all other applicable law.

6. The Court finds that the Settlement Agreement and the terms and conditions set forth in the Settlement Agreement are fair, reasonable and adequate to the Settlement Class and each Settlement Class Member and that the Settlement Agreement and their terms and conditions fully satisfy all requirements of applicable law.

7. The Court further finds that all Putative Class Members who have not opted out of the Settlement Class (“Settlement Class Members”) should be and hereby are bound by the Settlement Agreement and this Final Judgment, including the release set forth in the Settlement Agreement and this Final Judgment.

8. The Court hereby permanently enjoins, bars and forever precludes any and all Settlement Class Members (and/or all agents, representatives, or other persons acting on behalf of Settlement Class Members, or any of them) from initiating, pursuing, prosecuting in any forum (or allowing to be initiated, pursued or prosecuted in their own right or on their own behalf) any of the Released Claims in the Settlement Agreement and as set forth further in paragraph 17 below.

9. The Court approves the Gross Settlement Amount of One-Hundred Sixty-Five Thousand Dollars and Zero Cents (\$165,000.00) to be paid by Defendants.

10. The Court approves the amount of attorneys’ fees requested by Class Counsel, and orders the payment of \$ \_\_\_\_\_ as reasonable attorneys’ fees. The Court hereby authorizes the payment of said amount from the Gross Settlement Amount in accordance with the Settlement Agreement.

11. The Court further finds and determines that costs incurred by Class Counsel are reasonable and hereby orders the amount of \$ \_\_\_\_\_ to be paid to Class Counsel from the Gross Settlement Amount.

12. The Court hereby finally finds and orders that the amount to be paid to the Representative Plaintiffs is fair, reasonable and appropriate given his services rendered in this case. The Court hereby finally authorizes and orders the payment of \$7,500.00 each to Representative Plaintiffs Teresa Norris and Lisa Stebbins from the Gross Settlement Amount.

13. The Court finally approves the payment of Administrative Expenses to the Settlement Administrator, CPT Group, in the total amount of \$ \_\_\_\_\_, to be paid from the Gross Settlement Amount.

14. The Court finally approves the payment of civil penalty under PAGA to the Labor and Workforce Development Agency in the amount of \$1,500.00, to be paid from the Gross Settlement Amount.

15. The Court approves the Claim Share payments to the Settlement Class Members in the amounts set forth in the Settlement Administrator's Report filed on \_\_\_\_\_, \_\_\_\_\_ with this Court, said payments to be made in accordance with the terms of the Settlement Agreement.

16. The Court orders that the Defendants EmCare of California, Inc. and California EM-I Medical Services, A Medical Corporation are to deposit the Gross Settlement Amount in the designated Qualified Settlement Fund established by the Third Party Administrator, within fifteen calendar days from the Effective Date of the Settlement. The Third Party Administrator shall distribute the Gross Settlement Amount in accordance with this Final Judgment and Order within 35 days of the Effective Date of the Settlement.

17. The Court further orders, adjudges and decrees that upon the Effective Date of the Settlement, the Representative Plaintiffs and each of the Settlement Class Members shall be deemed to have fully and finally released and discharged Defendants from all Released Claims.

18. Nothing contained herein, nor the consummation of the Settlement Agreement, or any other pleadings or documents relating thereto, including this Final Judgment, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of any Defendants, and Defendants expressly denies the same. The Court finds that the Parties entered into the Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, business and personal disruption, and expenses. In the event this Judgment is overturned, reversed, not affirmed in their entirety, or never becomes final, the Effective Date for the Settlement Agreement does not occur, or the Settlement Agreement is nullified or modified for any reason, Defendants does not waive any and all rights, including their right to oppose class certification of the Released Claims or any other claims.

19. The Court shall retain jurisdiction over the parties to enforce the terms of the judgment.

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_, 2018

\_\_\_\_\_  
Honorable Superior Court Judge

**JUDGMENT SHALL BE AND HEREBY IS ENTERED**