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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
LOS ANGELES COUNTY**

TERESA NORRIS and LISA STEBBINS as  
individuals and on behalf of all others similarly  
situated,  
  
Plaintiff,  
  
v.  
EMCARE OF CALIFORNIA, INC., a  
California Corporation,  
  
Defendants.

Case No. BC629485  
(Assigned to the Honorable Ann I. Jones)

CLASS ACTION

~~PROPOSED~~ ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT

DATE: Heard 2/26/19  
TIME: 9:00 a.m.  
DEPT.: 11

WHEREAS, a class action is pending before the Court entitled *TERESA NORRIS and LISA STEBBINS. v. EMCARE OF CALIFORNIA, INC., a California corporation*, Case Number BC629485;

WHEREAS, the Court has received and reviewed the Revised Joint Stipulation of Class Action Settlement and Release (“Settlement Agreement”) entered into between the Plaintiffs and Defendants EmCare of California, Inc. and California EM-I Medical Services, A Medical

**CONFORMED COPY  
ORIGINAL FILED**  
Superior Court of California  
County of Los Angeles  
**MAR 11 2019**  
Sherri R. Carter, Executive Officer/Clerk of Court  
By: *Dejane Wortham*, Deputy  
Dejane Wortham

**RECEIVED**  
LOS ANGELES SUPERIOR COURT  
**FEB 27 2019**  
**S. DREW**

1 Corporation (“Defendants” or “EmCare”) and has considered the terms of the proposed settlement  
2 set forth therein (the "Settlement");

3 WHEREAS, all terms contained herein shall have the same meanings as set forth in the  
4 Settlement Agreement, unless otherwise defined herein;

5 WHEREAS, on November 8, 2018, the Court entered its order preliminarily approving the  
6 Settlement of this class action, approving the form and method of notice, and setting a date and time  
7 for a fairness hearing to consider whether the Settlement should be finally approved by the Court  
8 pursuant as fair, adequate, and reasonable (the "Preliminary Approval Order");

9 WHEREAS, the Preliminary Approval Order further directed that all members of the  
10 Settlement Class be given notice of the Settlement and of the date for the final fairness hearing of  
11 February 26, 2019; and

12 WHEREAS, the Court having conducted a final fairness hearing on February 26, 2019 (the  
13 "Fairness Hearing"), and having considered the arguments presented, all papers filed and all  
14 proceedings had therein;

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

16 1. The Court has jurisdiction over the subject matter of this action, all members of the  
17 Settlement Class, and Defendants.

18 2. In accordance with California Rule of Court and the requirements of due process, all  
19 members of the Settlement Class have been given proper and adequate notice of the Settlement.  
20 Based upon the evidence submitted by the parties, the Settlement Agreement, the arguments of  
21 counsel, and all the files, records and proceedings in this case, the Court finds that the Notice and  
22 notice methodology implemented pursuant to the Settlement Agreement and the Court's Preliminary  
23 Approval Order (a) constituted the best practicable notice under the circumstances; (b) constituted  
24 notice that was reasonably calculated, under the circumstances, to apprise members of the  
25 Settlement Class of the pendency of the litigation, their right to object to the Settlement, and their  
26 right to appear at the Fairness Hearing; (c) were reasonable and constituted due, adequate and  
27 sufficient notice to all persons entitled to notice; and (d) met all applicable requirements of  
28 California Code of Civil Procedure §877.6, and any other applicable law.

1           3.       The Settlement Agreement in this action warrants final approval because it is fair,  
2 adequate, and reasonable to those it affects, and resulted from vigorously contested litigation, and  
3 extensive good-faith arm's length negotiations between the parties, and is in the public interest  
4 considering the following factors:

- 5                   (a) the strength of the plaintiffs' case;
- 6                   (b) the risk, expense, complexity and likely duration of further litigation;
- 7                   (c) the risk of maintaining class action status throughout the trial;
- 8                   (d) the amount offered in settlement;
- 9                   (e) the extent of discovery completed, and the stage of the proceedings;
- 10                  (f) the experience and views of counsel;
- 11                  (g) the presence of a governmental participant; and
- 12                  (h) the reaction of the class members to the proposed settlement.

13 *Torrissi v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1375 (9th Cir. 1993).

14           4.       Settlements that follow sufficient discovery and genuine arms-length negotiation are  
15 presumed fair. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998).

16           5.       The Final Approval Motion is hereby GRANTED, and the Settlement Agreement is  
17 hereby APPROVED as fair, reasonable, adequate, and in the public interest, and the terms of the  
18 Settlement Agreement are hereby determined to be fair, reasonable and adequate, for the exclusive  
19 benefit of the Class Members. The Parties are directed to consummate the Settlement Agreement in  
20 accordance with its terms.

21           6.       The Court APPROVES payment of the Class Settlement Amount in accordance with  
22 the terms of the Settlement Agreement.

23           7.       The Court APPROVES payment of Class Representative Incentive Award to Lisa  
24 Stebbins in the amount of \$7,500.

25           8.       The Court APPROVES payment of Class Representative Incentive Award to Teresa  
26 Norris in the amount of \$7,500.

27           9.       The Court APPROVES payment of Attorneys' Fees in the amount of \$49,500.00.

28           10.      The Court APPROVES an award reimbursing Class Counsel for their reasonable

1 expenses incurred in litigation this matter of \$11,121.17.

2 11. The Court APPROVES payment for claims administration in the amount of  
3 \$9,500.00 to CPT Group, Inc. from the Settlement Fund for administration of the settlement.

4 12. The Court APPROVES payment of \$2,000 as penalties under the California Labor  
5 Code Private Attorney General Act (California Labor Code §§ 2699 et seq. (“PAGA”)), from which  
6 \$1,500 is to be paid to the California Labor and Workforce Development Agency (“LWDA”).

7 13. The Court finds that no attorneys have asserted any attorney liens as to the Attorneys'  
8 Fees and Costs awarded by the Court.

9 14. The allocation plan is hereby APPROVED as fair, adequate, and reasonable. The  
10 Class Settlement Amount, Class Representative Incentive Awards, and Attorneys' Fees and Costs  
11 Amount shall be distributed in accordance with the terms of the Settlement Agreement and any  
12 further orders of this Court.

13 15. In consideration of the Class Settlement Amount, and for other good and valuable  
14 consideration, each of the Releasing Class Members shall, by operation of this Judgment, have fully,  
15 finally, and forever released, relinquished, and discharged all Class Member Released Claims  
16 against EmCare, shall have covenanted not to sue EmCare with respect to all such Class Member  
17 Released Claims, and shall be permanently barred and enjoined from instituting, commencing,  
18 prosecuting or asserting any such Class Member Released Claim against EmCare.

19 16. This Judgment is the Final Judgment in the suit as to all Class Member Released  
20 Claims.

21 17. Without affecting the finality of this Judgment in any way, this Court retains  
22 jurisdiction over (a) implementation of the Settlement and the terms of the Settlement Agreement;  
23 (b) distribution of the Class Settlement Amount, the Class Representative Incentive Award, the  
24 LWDA award, and the Attorneys' Fees and Costs Amount; and (c) all other proceedings related to  
25 the implementation, interpretation, administration, consummation, and enforcement of the terms of  
26 the Settlement Agreement and/or the Settlement, and the administration of Claims by Settlement  
27 Class Members. The time to appeal from this Judgment shall commence upon its entry.

28 18. In the event that the Settlement Effective Date does not occur, this Judgment shall be

1 rendered null and void and shall be vacated, nunc pro tunc, except insofar as expressly provided to  
2 the contrary in the Settlement Agreement, and without prejudice to the status quo ante rights of  
3 Plaintiffs, Settlement Class Members, and Defendants.

4 19. The Administrator shall file a report regarding the amount of money distributed no  
5 later than September 26, 2019.

6 20. This Court finds that there is no just reason for delay and expressly directs Judgment  
7 and immediate entry by the Clerk of the Court.

8 **IT IS SO ORDERED.**

9

10 Dated this 11<sup>th</sup> day of March, 2019

11

**ANN I. JONES**

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Hon. Ann Jones  
Judge of the Superior Court

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**PROOF OF SERVICE  
VIA CASE ANYWHERE**

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF VENTURA         )

I am employed in the County of Ventura, State of California. I am over the age of 18 and not a party to the within action. My business address is 2815 Townsgate Rd., Suite 130, Westlake Village, CA 91361

On February 27, 2019, I served the foregoing document described as **PROPOSED ORDER GRANTING MOTION FOR FINAL APPROVAL** on all interested parties in said action:

**SEE ATTACHED SERVICE LIST**

Pursuant to the Court's Order Authorizing Electronic Service, the above-named document has been electronically served on counsel of record by transmission through the Case Anywhere system on the date below. The transmission of this document to Case Anywhere system was reported as complete and a copy of the Case Anywhere Transaction Receipt will be maintained along with the original document and proof of service in our office.

Executed on February 27, 2019, at Westlake Village, California.



\_\_\_\_\_  
Tina Amoke

Norris v. Emcare of California, Inc.  
LASC Case No. BC629485

Service List

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