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10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF SAN DIEGO**

13 JEREMY MANNING, on behalf of himself and
all others similarly situated,

14 Plaintiffs,

15 vs.

16 MAX LAUFER, INC., a California corporation
17 dba MAXCARE AMBULANCE; and DOES 1
through 500, Inclusive

18 Defendant.

19
20
21 TABITHA REED, on behalf of herself and all
others similarly situated,

22 Plaintiffs,

23 vs.

24 MAX LAUFER, INC., a California corporation
25 dba MAXCARE AMBULANCE; and DOES 1
through 10, Inclusive

26 Defendant.

Lead Case No. 37-2015-00020773-CU-OE-CTI
Manning Complaint Filed: June 19, 2015
Reed Complaint Filed: December 22, 2017
Trial Date: Vacated

[Assigned For All Purposes To
Honorable Eddie C. Sturgeon, Dept. C-67]

CLASS ACTION

**STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

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DBA MAXCARE AMBULANCE

1 TO THE HONORABLE COURT:

2 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs, TABITHA
3 REED ("Plaintiff Reed") and JEREMY MANNING ("Plaintiff Manning") (collectively referred to
4 as "Class Representatives" OR "Plaintiffs"), on behalf of themselves and all others similarly situated
5 to them and as defined below, on the one hand, and Defendant, MAX LAUFER INC. DBA
6 MAXCARE AMBULANCE ("Defendant") (Plaintiffs and Defendant are collectively referred to as
7 the "Parties"), on the other hand, as set forth below:

8 I. The Conditional Nature of This Stipulation.

9 This Stipulation and Agreement to Settle Class Action, including all associated exhibits or
10 attachments (herein "Stipulation"), is made for the sole purpose of resolving the above-captioned
11 matter (the "Litigation") on a class-wide basis. This Stipulation and the settlement it evidences is
12 made in compromise of disputed claims. Because the Litigation was filed as a class action, this
13 settlement must receive preliminary and final approval from the Court. Accordingly, Defendant and
14 the Class Representatives enter into this Stipulation and associated settlement on a conditional basis.
15 In the event that the Court does not execute and file the Order Granting Final Approval of
16 Settlement, or in the event that the Court does not enter the Judgment (as defined below), or in the
17 event that the associated Judgment does not become Final (as defined below) for any reason, this
18 Stipulation shall be deemed null and void, it shall be of no force or effect whatsoever, it shall not be
19 referred to or used for any purpose whatsoever, and the negotiation, terms and entry of it shall remain
20 subject to the provisions of California *Evidence Code* §§ 1119 and 1152.

21 Defendant denies all of the claims as to liability, damages and restitution as well as the class
22 allegations asserted in the Litigation. Defendant has agreed to resolve this Litigation via this
23 Stipulation, but to the extent this Stipulation is deemed void or does not take effect, Defendant does
24 not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the
25 Litigation upon all procedural and factual grounds, including without limitation the ability to
26 challenge class treatment on any grounds or to assert any and all defenses or privileges. The Class
27 Representatives and their counsel agree that Defendant retains and reserves these rights. In
28 particular, the Class Representatives and their counsel waive and agree not to argue or to present

any argument that Defendant would be estopped from contesting class certification because they have entered into this Stipulation. In addition, the settling Parties recognize and agree that under California law, which is applicable here, courts impose a lesser burden for certification for settlement classes than they do for contested classes.

II. The Parties to this Stipulation.

This Stipulation (with the associated exhibits) is made and entered into by and among the following Parties (collectively, the “Settling Parties”): (i) the Class Representatives, (on behalf of themselves and each of the members the class), with the assistance and approval of their counsel (the “Class Counsel”); and (ii) Defendant, with the assistance of its counsel of record in the Litigation. The Stipulation is intended by the Settling Parties to result in a Judgment and to fully, finally, and forever resolve, discharge and settle the released claims upon and subject to the terms and conditions hereof.

III. Procedural Posture.

On June 19, 2015, Plaintiff Manning filed a Complaint alleging the following causes of action: (1) Failure to Provide Accurate Itemized Wage Statements; (2) Failure to Provide Meal Periods; (3) Failure to Provide Rest Breaks; (4) Failure to Pay Minimum Wages; (5) Failure to Pay All Wages Due; (6) Violation of Unfair Competition Law (Business & Professions Code § 17200, et seq.); and (7) Failure to Reimburse Reasonable and Necessary Business Expenses under Labor Code section 2802. On August 6, 2015, Defendant filed an answer to Plaintiff Manning’s Complaint.

On November 22, 2017, Plaintiff Reed served her PAGA notice letter to the LWDA on behalf of herself and on behalf of all other similarly aggrieved Emergency Medical Technicians. In that letter, counsel alleged the following alleged wage and hour violations: the failure of Defendant to pay employees proper minimum and overtime wages for certain hours worked within the city limits of San Diego, and its failure to provide fully compliant meal and rest periods, or one hour of pay at an employee’s regular rate of pay for breaks not provided or permitted, and accurate itemized wage statements, establishes the right to recover wages and penalties as set forth in the Labor Code. California Labor Code sections 201-203, 218.5, 226, 226.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198.

1 On December 22, 2017, Plaintiff Reed filed a Complaint alleging the following causes of
2 action: (1) Failure to Pay Minimum Wages (Labor Code § 1194; IWC Wage Order 9-2001); (2)
3 Failure to Pay Overtime Wages (Labor Code §§ 510, 1194); (3) Failure to Provide Timely, Off-
4 Duty Meal Periods or Compensation in Lieu Thereof (Labor Code § 226.7; IWC Wage Order 9-
5 2001, § 11); (4) Failure to Provide Timely, Off-duty Rest Periods or Compensation in Lieu Thereof
6 (Labor Code § 226.7; IWC Wage Order 9-2001, § 12); (5) Failure to Provide Accurate Itemized
7 Wage Statements (Labor Code § 226); (6) Failure to Timely Pay All Wages Due at Separation
8 (Labor Code § 203); and (7) Violation of Unfair Competition Law (Business & Professions Code §
9 17200, et seq.). On February 6, 2018, Plaintiff Reed filed a First Amended Complaint (“FAC”) and
10 added the following causes of action: (8) Civil Penalties Under the Private Attorneys General Act
11 for Failure to Pay Minimum and Overtime Wages (Labor Code §§ 2698, et seq., 510, 558, 1194;
12 IWC Wage Order 9-2001 §§ 3-4); (9) Civil Penalties Under the Private Attorneys General Act for
13 Failure to Provide Timely, Off-duty Meal Periods or Compensation in Lieu Thereof (Labor Code
14 §§ 2698, et seq., 226.7; IWC Wage Order 9-2001, § 11); (10) Civil Penalties Under the Private
15 Attorneys General Act for Failure to Provide Timely, Off-Duty Rest Periods or Compensation in
16 Lieu Thereof (Labor Code §§ 2698, et seq., 226.7; IWC Wage Order 9-2001, § 12); (11) Civil
17 Penalties Under the Private Attorneys General Act for Failure to Provide Accurate Itemized Wage
18 Statements (Labor Code §§ 2698, et seq. and 226); and (12) Civil Penalties Under the Private
19 Attorneys General Act for Failure to Pay Wages Due at Separation (Labor Code §§ 2698, et. seq.,
20 203). On April 2, 2018, Defendant filed an answer to the FAC by Plaintiff Reed.

21 The Parties exchanged various written discovery (including requests for production, special
22 interrogatories, form interrogatories, and requests for admissions). No depositions were taken in this
23 matter and the Parties agreed to stay further discovery pending mediation.

24 The Parties thereafter attended mediation before the highly experienced wage and hour class
25 action mediator, Steven Rottman, Esq., on May 18, 2020.

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27 **IV. Defendant’s Denial of Wrongdoing or Liability.**

28 Defendant denies all of the claims and contentions alleged by the Class Representatives in

1 the Litigation, including defenses based on liability, class certification, and damages. Nonetheless,
2 Defendant has concluded that to continue the Litigation would be protracted and expensive and that
3 it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and
4 conditions set forth in this Stipulation.

5 In addition, Defendant has taken into account the uncertainty and risks inherent in any
6 litigation, particularly class action litigation, which includes unique and time-consuming procedural
7 requirements governed by the California Rules of Court.

8 In light of the above, Defendant has determined that it is desirable and beneficial to it that
9 the Litigation be settled in the manner and upon the terms and conditions set forth in this Stipulation.

10 **V. Claims of the Class Representatives and Benefits of Settlement.**

11 The Class Representatives believes that the claims asserted in the Litigation have merit and
12 that evidence developed to date supports the claims. The Class Representatives and Class Counsel
13 recognize and acknowledge, however, the expense and length of the type of continued proceedings
14 necessary to prosecute the Litigation against Defendant through trial and through appeals. The Class
15 Representatives and Class Counsel have also taken into account the uncertain outcome and the risk
16 of any litigation, especially in putative class actions such as this Litigation, as well as the difficulties
17 and delays inherent in such litigation. The Class Representatives and Class Counsel are also mindful
18 of the inherent problems of proof in establishing and overcoming potential defenses to the claims
19 asserted in the Litigation. In light of these considerations, the Class Representatives and Class
20 Counsel believe that the settlement set forth in the Stipulation confers substantial benefits and is in
21 the best interests of the Class Representatives and the Class.

22 **VI. Terms of Stipulation and Agreement of Settlement.**

23 **NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by and between
24 the Class Representatives, for themselves and on behalf of all others similarly situated to them and
25 as defined below, on the one hand, and Defendant on the other hand, with the assistance of their
26 respective counsel of record, that, as among the Settling Parties, including all members of the
27 Settlement Class, the Litigation and the Released Claims shall be finally and fully compromised,
28 settled and released, subject to the terms and conditions of the Stipulation and the Judgment.

1 **A. Definitions**

2 As used in all parts of this Stipulation (including the exhibits which are incorporated as part
3 of the Stipulation), the following terms have the meanings specified below:

4 1.1 “Accurant Skip Tracing” means the utilization of Accurant, after the
5 Reasonable Address Verification, to review the accuracy of and, if possible, to update a Class
6 Member’s mailing address for a Class Member if a Class Member’s Class Notice and Settlement
7 Claim Form is returned to the Claims Administrator as undeliverable following the Reasonable
8 Address Verification prior to the initial mailing of the Notice Packet.

9 1.2 “Max Laufer dba MaxCare Ambulance” means the Defendant in the
10 Litigation and employer of the former employees who comprise the Class.

11 1.3 “Releasees” or “Released Parties” means Defendant, each of their respective
12 parent companies, subsidiaries, affiliates, current and former management companies, shareholders,
13 members, agents (including without limitation, any investment bankers, accountants, insurers,
14 reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors,
15 successors, and assigns.

16 1.4 “Claims Administrator” means the third-party claims administration firm,
17 CPT Group.

18 1.5 “Class” or “Class Members” means any and all hourly, non-exempt,
19 Emergency Medical Technicians employees from June 19, 2011 through the date of preliminary
20 approval, or August 16, 2020, whichever is sooner.

21 1.6 “Class Counsel” and “Plaintiff’s Counsel” means:

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Attorneys for Plaintiff, TABITHA REED

1.7 “Class Member Payout Fund” means the gross amount Defendant will pay (subject to Court Approval and the occurrence of the Effective Date) to all Participating Class Members, which amount is calculated by subtracting all of the following from the Gross Settlement Sum:

- (1) the maximum total gross amount of \$183,333.00 to Class Counsel for attorney fees;
- (2) the maximum total gross amount of up to \$15,000.00 to Class Counsel for reimbursement of litigation costs;
- (3) the maximum total gross amount of \$5,000.00 to each Class Representative as a service award;
- (4) the maximum total gross amount of \$11,500.00 to the Claims Administrator in administering this Settlement; and
- (5) the maximum total gross amount of \$18,750.00 to the California Labor and Workforce Development Agency for settlement of claims under California Labor Code section 2698 et seq., representing 75% of the \$25,000 Private Attorney General Act civil penalties.

1.8 “Class Notice Packet” (or “Notice Packet”) means the Class Notice in substantially the same form as **Exhibit “A”** to this Agreement, the Employment Information Sheet in substantially the same form as **Exhibit “B”** to this Agreement, and the Notice of Change of Address Form in substantially the same form as **Exhibit “C”** to this Agreement. The Notice Packet shall also include a pre-printed return envelope.

1 1.9 “Class Period” means the following: Based on the filing date of the
2 Complaint, the class period is from June 19, 2011 through the date of preliminary approval, or
3 August 16, 2020, whichever is sooner.

4 1.10 “Class Representatives” means Plaintiff Jeremy Manning and Tabitha Reed,
5 the individuals designated in the Complaint to serve as the official representative of the Class.

6 1.11 “Court” means the Superior Court of the State of California, for the County
7 of San Diego.

8 1.12 “Effective Date” means the date on which the Court grants Final Approval of
9 the Settlement.

10 1.13 “Employment Information Sheet” means the form that the Claims
11 Administrator will send to Class Members in substantially the same form as the attached **Exhibit**
12 **“B,”** and which will provide the Class Member with individualized information upon which his or
13 her Individual Settlement Amount will be based.

14 1.14 “Final Approval” means that the Final Approval Order and Judgment have
15 been entered by the Court.

16 1.15 “Final Approval Hearing” means a hearing held before the Court to consider
17 Final Approval of the Settlement, whether and in what amount attorneys’ fees and costs should be
18 awarded to Class Counsel, and an service payment award to the Plaintiff, and the merits of
19 objections, if any, to the Settlement set forth therein or any of its terms. This hearing is intended to
20 be the Final Approval Hearing required under California Rule of Court 3.769(a).

21 1.16 “Final Approval Order.” Means an Order Granting Final Approval of the
22 Class Action Settlement to be signed by the Court in substantially the form attached hereto as
23 **Exhibit “D,”** approving the Settlement and this Agreement as binding upon the Parties and the
24 Settlement Class Members.

1.17 “Gross Settlement Sum” (or “GSS”) shall mean the total settlement amount of \$550,000 to be paid by Defendant, subject to the occurrence of the Effective Date of settlement, and includes Class Counsel’s attorneys’ fees in a sum of up to \$183,333, and litigation costs of up to \$15,000.00, the California Labor Workforce and Development Agency PAGA Penalties in the sum of \$18,750.00, settlement administration costs in the sum of \$11,500, the Class Representatives service awards to Plaintiff in the sum of up to \$5,000 for each Class Representative, and the Individual Settlement Amount payments to Participating Class Members). In addition to the GSS, Defendant will also pay the employer payroll taxes owed on the portion of the Class Payout Fund allocated as wages.

1.18 “Individual Settlement Amount” shall mean the total gross amount due to an individual Participating Class Member, inclusive of pre- and post-judgment interest, penalties, and wages (allocated 70% to interest and penalties and 30% to wages), which shall be calculated by multiplying the Class Member Payout Fund by a fraction, the numerator of which is the total number of workweeks the Participating Class Member worked during the Class Period and the denominator of which is the aggregate number of workweeks in the Class Period worked by all Participating Class Members.

1.19 “Tabitha Reed” means Tabitha Reed, one of the two named plaintiffs in the Litigation and Class Representatives.

1.20 “Jeremy Manning” means Jeremy Manning, one of the two named plaintiffs in the Litigation and Class Representatives.

1.21 “Judgment” means the judgment to be rendered by the Court pursuant to this Stipulation, substantially in the form attached hereto as Exhibit “E”. This Judgment shall be a judgment for purposes of California Rule of Court 3.771(a).

1.22 “Last Known Address” means the most recently recorded mailing address for a Class Member, such information is contained in employment, payroll, or personnel records maintained by Defendant.

1 1.23 The “Litigation” shall mean the consolidated lawsuits styled *Jeremy Manning*
2 *vs. MaxCare Ambulance, et. al.*, San Diego Superior Court Case No. 37-2015-00020773 filed on
3 June 19, 2015 and *Tabitha Reed vs. MaxCare Ambulance, et. al.*, San Diego Superior Court Case
4 No. 37-2017-00049679, filed on December 22, 2017.

5 1.24 “Notice of Proposed Class Action Settlement” or “Class Notice(s)” means a
6 notice titled “Notice of Proposed Class Action Settlement” to be approved by the Court,
7 substantially in the form attached hereto as Exhibit “A”. The “Notice of Proposed Class Action
8 Settlement” shall constitute the class notice pursuant to California Rule of Court 3.769(f) and, once
9 approved by the Court, shall be deemed compliant with California Rule of Court 3.766(d).

10 1.25 “Notice Mailing Deadline” means the deadline for the Claims Administrator
11 to mail the Class Notices, which shall be no later than twenty-one (21) business days after the
12 Preliminary Approval Date.

13 1.26 “Notice Packet” means the Class Notice, Employment Information Sheet,
14 Change of Address Form, and pre-printed return envelope.

15 1.27 “Objection Deadline” means the deadline for a Class Member to object to the
16 settlement, the date and manner of which shall be indicated on the Class Notices mailed by the
17 Claims Administrator.

18 1.28 “Opt Out”, “Opt Outs” or “Request for Exclusion” means a Class Member
19 wishes to be excluded from the Settlement Class in the manner specified in the Class Notice; a
20 timely opt out must be received no later than the Opt-Out Deadline.

21 1.29 “Opt Out Deadline” means the deadline for a Class Member to Opt-Out of
22 the settlement, which date shall be indicated on the Class Notices mailed by the Claims
23 Administrator and which shall be postmarked no later than sixty (60) calendar days after the Notice
24 Mailing Deadline.

1 1.30 “Order of Final Approval and Entry of Judgment” or “Order Granting Final
2 Approval of Settlement and Entry of Judgment” shall mean the order and judgment to be entered by
3 the Court titled “Order Granting Final Approval of Settlement and Entering Judgment,”
4 substantially in the forms attached hereto as **Exhibit “D.”** The “Judgment,” shall constitute
5 approval pursuant to California Rule of Court 3.769(a).

6 1.31 “Participating Class Member” means all hourly, non-exempt, Emergency
7 Medical Technicians employees from June 19, 2011 to the Preliminary Approval Date or August
8 16, 2020, whichever occurs first, who do not timely Opt Out of the settlement.

9 1.32 “Person” means a natural person.

10 1.33 “Plaintiffs” shall mean both Jeremy Manning and Tabitha Reed who are the
11 two named plaintiffs in this Litigation.

12 1.34 “Preliminary Approval Date” shall mean the date on which the Court grants
13 preliminary approval of the settlement.

14 1.35 “Preliminary Approval Order” or “Order Granting Preliminary Approval of
15 Class Action Settlement” shall mean an order to be signed and filed by the Court following the
16 hearing on the Motion for Order Granting Preliminary Approval of Class Action Settlement and
17 which is substantially in the form attached hereto as **Exhibit “F.”** This Preliminary Approval Order
18 shall constitute an order certifying provisional classes for settlement purposes only pursuant to
19 California Rule of Court 3.769(d), approving the Class Notice and directing the mailing of the
20 Notice Packet, and setting a final approval/fairness hearing pursuant to California Rule of Court
21 3.769(e).

22 1.36 “Reasonable Address Verification” shall mean the utilization of the National
23 Change of Address Database maintained by the United States Postal Service to review the accuracy
24 of and, if possible, update a mailing address.

1 1.37 “Released Claims”. Upon final approval by the Court, each Participating
2 Class Member who has not submitted a timely and valid Opt Out will be bound by the approval and
3 judgment and thereby release the Released Parties from any and all claims, debts, liabilities,
4 demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of
5 action contingent or accrued which arise from the factual allegations and claims asserted in the
6 Action, including, but not limited to, the failure to pay minimum wage under California Labor Code
7 §§ 510, 1194, 1198 and IWC Wage Order No. 9-2001; failure to pay overtime wages under
8 California Labor Code §§ 510, 1194, 1198 and IWC Wage Order No. 9-2001; failure to provide
9 and/or properly pay for rest periods under California Labor Code §§ 226.7, 516, 558, and IWC Wage
10 Order No. 9-2001; failure to provide and/or properly pay for meal periods under California Labor
11 Code §§ 226.7, 512 and IWC Wage Order No. 9-2001; failure to pay wages of terminated or resigned
12 employees and waiting time penalties under California Labor Code §§ 201-203 and IWC Wage
13 Order No. 9-2001; failure to maintain required records under California Labor Code § 226 and IWC
14 Wage Order No. 5-2001; failure to provide accurate wage statements including under California
15 Labor Code § 226 and IWC Wage Order No. 9-2001; failure to indemnify employees for necessary
16 expenditures incurred in discharge of duties under California Labor Code §2802; violations of unfair
17 competition law under California Business and Professions Code §§ 17200-17208; and claims for
18 restitution and other equitable relief, liquidated damages, waiting time penalties, penalties of any
19 nature whatsoever, or any other benefit claimed on account of the allegations asserted in the Action.
20 This Stipulation of Settlement will release all claims of Class Members who do not timely Opt Out
21 of the Settlement within the scope of the Action arising between June 19, 2011 and the Preliminary
22 Approval Date or August 16, 2020, whichever occurs first.

1 1.38 The Released Claims do not extend to any claims not alleged in the operative
2 Complaints and specifically excludes claims for workers' compensation, personal injuries,
3 unemployment insurance, state disability compensation, claims under the Employment Retirement
4 Income Security Act of 1974, previously vested benefits under any Employer-sponsored benefits
5 plan, wrongful termination, discrimination, retaliation, and harassment including but not limited to
6 those arising under the Age Discrimination In Employment Act, the California Fair Employment
7 and Housing Act, Title VII of the Federal Civil Rights Act of 1964, and/or Federal Civil Rights Act
8 of 1991, or any similar state or federal laws, the California Family Rights Act, the Federal Family
9 Medical Leave Act, the California Pregnancy Leave Law, or similar state or federal laws, the Federal
10 Equal Pay Act of 1963, violations of the Americans with Disabilities Act of 1990 or violations of
11 any other state or federal law, rule or regulation concerning discrimination, retaliation and/or
12 harassment.

13 1.39 "Settlement Class" or "Settlement Class Members" or "Members of the
14 Settlement Class" means any, or collectively all Class Members who do not Opt Out of the
15 settlement by submitting Opt Outs pursuant to Paragraph 3.3.4 and, thus, become bound by the
16 Judgment.

17 1.40 "Settling Parties" means Defendant and Plaintiffs, on behalf of themselves
18 and as Class Representatives for all Participating Class Members.

19 1.41 "Stipulation" means this agreement, the Stipulation and Agreement to Settle
20 Class Action and all of its attachments and exhibits, which the Settling Parties understand and agree
21 sets forth all material terms and conditions of the Settlement between them, and which is subject to
22 Court approval.

23 1.42 "Unknown Claims by Class Representatives" means any Released Claims
24 which the Class Representatives do not know or suspect to exist in their favor at the time of the
25 entry of the Judgment, and which if known by them might have affected their settlement with and
26 release of Defendant. With respect to any and all Released Claims, the Settling Parties stipulate and
27 agree that, upon the Effective Date, the Class Representatives shall expressly and shall be deemed
28 to have, and by operation of the Judgment shall have, waived the provisions, rights and benefits of

1 California *Civil Code* § 1542 with respect to the Released Claims, which provides as follows: “A
2 GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
3 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR
4 AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER,
5 WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
6 DEBTOR OR RELEASED PARTY.” The Class Representatives may hereafter discover facts in
7 addition to or different from those which they now know or believe to be true with respect to the
8 subject matter of the Released Claims, but the Class Representatives, upon the Effective Date, shall
9 be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled
10 and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent
11 or non-contingent, whether or not concealed or hidden, which then exist, or previously have existed
12 upon any theory of law or equity now existing or coming into existence in the future, including, but
13 not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any
14 duty, law or rule, without regard to the subsequent discovery or existence of such different or
15 additional facts. Notwithstanding any other provision of this Stipulation, the Settling Parties
16 recognize that because the only Unknown Claims released by this Stipulation are those Unknown
17 Claims that meet the definition of Released Claims, the release effectuated by this Stipulation shall
18 not extend to Unknown Claims other than those described in Paragraph 1.45 above.

19 1.43 “Updated Address” means a mailing address that was updated via a
20 Reasonable Address Verification, via an updated mailing address provided by the United States
21 Postal Service or a Class Member, via Accurint, or via a Locator Service.

22 1.44 “Workweeks” means a week in which a Class Member worked a shift for
23 Defendant.

24 1.45 “Workweek Dispute Deadline” means the deadline for a Class Member to
25 dispute the number of workweeks listed in the Employment Information Sheet, which date shall be
26 indicated on the Class Notice mailed by the Claims Administrator and which shall be postmarked
27 no later than sixty (60) calendar days after the Notice Mailing Deadline.

28

1 **B. Settlement Amount, Timing of Payments, Tax Reporting Obligations and**
2 **Other Obligations of Defendant and the Claims Administrator**

3 2.1 *Settlement Amount, Timing of Payments, Tax Reporting Obligations and Other*
4 *Obligations of Defendant and the Claims Administrator.*

5 2.1.1. The total Gross Settlement Sum shall be Five Hundred-Fifty Thousand
6 Dollars (\$550,000.00).

7 2.1.2. Defendant shall fund the total Gross Settlement Sum and the requisite
8 employer-sided payroll taxes no later than thirty (30) calendar days after the Effective Date.

9 2.1.3. The Claims Administrator will administer the settlement by establishing a
10 toll-free telephone number and post office box for receipt of Class Member communications,
11 formatting and printing the Class Notice Packets; distributing the Class Notice Packets, performing
12 skip traces on undeliverable Notice Packets, adjudicating Class Members' disputes over dates
13 during the Class Period, providing Class Counsel and counsel for Defendant with updates on the
14 status of Opt Outs (including Class Member names and percentage of weeks they represent),
15 calculating claims, and handling inquiries about the calculation of the Individual Settlement
16 Amounts. The actions of the Claims Administrator shall be governed by the terms of this
17 Stipulation. The Settling Parties, through their counsel, may provide written information needed
18 by the Claims Administrator pursuant to the Stipulation.

1 2.1.4. Defendant, through the Claims Administrator, shall pay no later than fifteen
2 (15) calendar days after the receipt of the Gross Settlement Sum funds by the Claims Administrator
3 from Defendant, the Court-approved: (1) attorneys' fees and litigation costs to Class Counsel as
4 described in subsection (a) below; (2) the Class Representatives service award as set forth in
5 subsection (b) below; (3) the fees and costs to the Claims Administrator as set forth in subsection
6 (c) below.

7 (a) Attorneys' fees and litigation costs: Class Counsel shall submit their application
8 for an award of attorneys' fees and costs to the Court concurrently with the
9 Motion for Order Granting Final Approval and Entering Judgment. Class
10 Counsel shall seek attorneys' fees in the amount of \$183,333, and reimbursement
11 of litigation costs of up to \$15,000.00. Defendant agrees not to oppose Class
12 Counsel's request for attorneys' fees and costs in the above-referenced amounts.
13 The Claims Administrator will report the attorneys' fees and costs award on a
14 Form 1099, which it will provide to Class Counsel and to the pertinent taxing
15 authorities.

16 (b) Class Representatives Service Award: Subject to Court approval, the Class
17 Representatives shall each receive a service award of up to \$5,000. Defendant
18 agrees not to oppose the amount of the Class Representatives' service awards.
19 Since it is the intent of the Settling Parties that the service award to the Class
20 Representatives is for their service to the Class Members, and not wages, the
21 Claims Administrator will not withhold any taxes from the service award. The
22 Claims Administrator will report the service award on a Form 1099, which it will
23 provide to the Class Representatives and to the pertinent taxing authorities.

24 (c) Claims Administration Costs: Subject to Court approval, the Claims
25 Administrator, CPT Group, shall be paid an amount not to exceed \$11,500 for its
26 fees and costs relating to the administration of this settlement, including but not
27 limited to all the duties set forth in Paragraph 2.1.3, all tax document preparation,
28 custodial fees and accounting fees, all costs and fees associated with preparing,

1 issuing and mailing any and all Class Notices, all costs and fees associated with
2 computing, reviewing and paying distributions from the Gross Settlement Sum,
3 all costs and fees associated with preparing any tax returns and any other filings
4 required by any governmental taxing authority or agency, all costs and fees
5 associated with preparing any other notices, reports or filings to be prepared in
6 the course of administering disbursements from the Gross Settlement Sum, and
7 any other costs and fees incurred and/or charged by the Claims Administrator in
8 connection with the execution of its duties under this Stipulation.

9 2.1.5. No later than five (5) calendar days after the payment of funds to the Claims
10 Administrator, Defendant, through the Claims Administrator, and according to the terms,
11 conditions and procedures set forth in this Stipulation, shall pay to each Participating Class Member
12 their Individual Settlement Amount. Payments to Participating Class Members will be inclusive
13 of interest, wages, and penalties, and will be allocated as follows: 30% to satisfaction of claims for
14 unpaid wages for which an IRS W-2 Form shall be issued; and 70% to the satisfaction of claims
15 for interest and penalties, not subject to withholdings or deductions, for which IRS 1099 Forms
16 shall be issued.

17 2.1.6. The Claims Administrator shall compute the Individual Settlement Amount
18 for the Participating Class Members as follows:

- 19 (a) The payment of the Individual Settlement Amounts will be calculated by
20 using the formula set forth in Paragraph 1.18.
- 21 (b) The Settling Parties agree that the above-described formula and distribution
22 methods are reasonable and fair in light of the Settling Parties' investigation
23 of the claims of the Class, and the relative degree of uncertainty, risk of
24 outcome of further litigation, and difficulties and delays inherent in such
25 litigation of these claims.

26 2.1.7. Defendant, through the Claims Administrator, shall be responsible for
27 calculating, reporting and paying the employer's share of payroll taxes (e.g. UI, ETT, Social
28 Security and Medicare taxes), on that portion of the Settlement Payment allocated to wages to the

1 appropriate governmental authorities as required by law. Such employer's share of payroll taxes
2 will be paid by Defendant in addition to the Gross Settlement Sum.

3 2.1.8. The Parties agree that nothing contained herein is intended to constitute legal
4 advice regarding the taxability of any amount paid hereunder, nor shall it be relied upon as such.
5 The tax issues for each Participating Class Member are unique, and each Participating Class
6 Member is advised to obtain tax advice from his or her own tax advisor with respect to any
7 payments resulting from this settlement.

8 2.1.9. Individual Settlement Amount payment checks will be valid for a period of
9 120 days following issuance by the Claims Administrator, after which they will become void.
10 Should there remain uncashed checks thirty (30) days following issuance, the Claims Administrator
11 will mail a postcard to each holder of an uncashed to remind them to cash it before the void date.
12 Following the void date, the Claims Administrator will cause the aggregate sum represented by
13 those uncashed checks to be forwarded to the San Diego County Bar Foundation, to continue its
14 work providing grants to San Diego County non-profit groups providing legal services to indigent
15 and underserved communities.

16 **C. Procedure for Approval and Implementation of Settlement.**

17 3.1 *Preliminary Approval.*

18 3.1.1. The Class Representatives, through their counsel of record, shall file this
19 Stipulation with the Court in conjunction with the Motion for Order Granting Preliminary Approval
20 of the Class Action Settlement. The Preliminary Approval motion will (1) seek preliminary
21 approval of this Stipulation pursuant to California Rule of Court 3.769(c), Exhibit "F" –
22 Preliminary Approval Order; (2) conditional certification of the Class for settlement purposes only;
23 (3) seek approval of the Class Notice, Employment Information Sheet, Change of Address Form
24 and pre-printed return envelope ("Notice Packet") and the mailing to all members of the Class; (4)
25 request the scheduling of the Final Approval Hearing (pursuant to California Rule of Court
26 3.769(e)).

27 3.1.2. Failure of the Court to enter the Preliminary Approval Order in its entirety
28 or in a substantially similar form will be grounds for Defendant to terminate the settlement and the

1 terms of this Stipulation pursuant to Paragraph 3.6.1; however, pursuant to Paragraph 3.6.1, the
2 Settling Parties are to take all reasonable steps to cure any deficiencies so as to avoid any
3 termination of the settlement.

4 3.2 *Notice to Class Members.*

5 3.2.1. Following the grant of Preliminary Approval and direction by the Court to
6 mail the Court-approved Class Notice, the Claims Administrator shall mail a Notice Packet to each
7 member of the Class no later than 21 days after the Preliminary Approval Date. The Class Notice
8 Packets shall be mailed via first class mail through the United States Postal Service, postage pre-
9 paid. The envelope containing the Class Notice Packets shall bear the following phrase in bold
10 type, ¼ inch below the return address or ¼ inch above the Claims Administrator's name and
11 address: Return Service Requested. The envelope shall also bear the following phrase in the
12 bottom left hand corner: IMPORTANT LEGAL DOCUMENT – You May Get Money From A
13 Class Action Settlement; Your Prompt Reply To Correct A Bad Address Is Required; Please Open
14 Immediately". The Notice Packet will not contain any other materials.

15 3.2.2. Defendant shall prepare a list, in an electronically usable format containing
16 for each Class Member, to the extent Defendant has such information, the following: (1) the first,
17 last and middle name; (2) Last Known Address; (3) social security number; (4) dates of
18 employment as a hourly, non-exempt employee, and (5) the number of workweeks worked during
19 the class period ("Class Data List"). By approving this settlement, the Court will be deemed to
20 have authorized Defendant to provide the Claims Administrator with the Class Data List, including
21 the social security numbers of the Class Members. Defendant shall provide the Class Data List to
22 the Claims Administrator and Class Counsel within twenty ten (10) calendar days of the
23 Preliminary Approval Date.

24 3.2.3. For the Class Representatives, the Claims Administrator shall mail the Class
25 Notice Packet to the Class Representatives in care of Class Counsel at Class Counsel's address.

26 3.2.4. For Class Members who have been designated by Defendant on the Class
27 List as an active employee, the Claims Administrator shall mail the Class Notice to the Last Known
28 Address provided by Defendant. If a Notice Packet associated with an active employee is returned

1 as undeliverable due to a bad address, the Claims Administrator shall immediately inform the
2 Parties and request Defendant to undertake efforts to obtain a more current address from the Class
3 Member for remailing of the Notice Packet.

4 3.2.5. Prior to mailing the Class Notice, the Claims Administrator shall undertake
5 a Reasonable Address Verification to ascertain the accuracy of the Last Known Address of Class
6 Members' addresses contained in the Class Data List. To the extent this process yields an Updated
7 Address, it shall replace the Last Known Address and be treated as the new Last Known Address
8 for purposes of this Stipulation and for Class Notice mailing.

9 3.2.6. If a Class Member is known to be deceased, the Class Notice for that
10 deceased Class Member shall be mailed to the Last Known Address (or Updated Address, if
11 applicable) of the legal representative of the deceased Class Member's estate, to the extent known.

12 3.2.7. Unless the Claims Administrator receives a Class Notice returned from the
13 United States Postal Service for reasons discussed below in this paragraph, that Class Notice shall
14 be deemed mailed and received by the Class Member to whom it was sent five (5) days after
15 mailing. In the event that subsequent to the first mailing of a Class Notice and prior to the Opt Out
16 Deadline, that Class Notice is returned to the Claims Administrator by the United States Postal
17 Service because the address of the recipient is no longer valid, i.e., the envelope is marked "Return
18 to Sender," the Claims Administrator shall undertake an Accurant or Experian Skip Tracing on the
19 Class Member to attempt to ascertain the current address of the particular Class Member in question
20 and, if such an address is ascertained, the Claims Administrator will re-send the Class Notice within
21 three (3) business days of receipt of the returned Class Notice. In either event, the Class Notice
22 shall be deemed received once it is mailed for the second time. In the event that subsequent to the
23 first mailing of a Class Notice and on or after the Opt Out Deadline, that Notice is returned to the
24 Claims Administrator by the United States Postal Service because the address of the recipient is no
25 longer valid, i.e., the envelope is marked "Return to Sender," the Claims Administrator shall be
26 required to take no further action with that Class Notice and it shall be deemed to have been
27 delivered. In the event that subsequent to the first mailing of a Class Notice and prior to the Opt
28 Out Deadline that Notice is returned to the Claims Administrator by the United States Postal

1 Service with a forwarding address for the recipient, the Claims Administrator shall re-mail the
2 notice to that address within three (3) business days of receipt of the returned Class Notice, the
3 Class Notice will be deemed mailed and received at that point, and the forwarding address shall be
4 deemed the Updated Address for that Class Member. In any event, if the Claims Administrator
5 does not receive notice from the United States Postal Service that a particular Class Notice is
6 undeliverable, or should be sent to a forwarding address, at least ten (10) days prior to the deadline
7 for the Claims Administrator to provide the Declaration of Compliance pursuant to Paragraph 3.2.8
8 below, the notice procedures in this paragraph will be deemed to have been complied with as to
9 that Class Notice and no further action need be taken by the Claims Administrator with regard to
10 that Class Notice. In the event the Claims Administrator must re-mail any Class Notice pursuant
11 to the provisions of this Paragraph due to being returned for an invalid address, the Workweek
12 Dispute, and Opt-Out Deadlines shall be extended for those re-mailings to no later than ten (10)
13 calendar days from the date of the re-mailing of the Class Notice. The Claims Administrator shall
14 include a cover letter with any re-mailing informing the Class Member of the re-mailing of the
15 Class Notice and that he or she has ten (10) calendar days from the date of the re-mailing (which
16 shall be the date the re-mailing of the Class Notice is postmarked) to postmark any response
17 allowed by the Stipulation and Class Notice, even if postmarked after the original Workweek
18 Dispute and Opt-Out Deadlines. Compliance with the procedures described in this paragraph shall
19 constitute due and sufficient notice to Class Members of this proposed settlement and of the Final
20 Approval Hearing, and shall satisfy the requirements of due process. Nothing else shall be required
21 of or done by the Settling Parties, Class Counsel, counsel for Defendant, or the Claims
22 Administrator to provide notice of the proposed settlement and the Final Approval Hearing.

23 3.2.8. No later than thirty (30) calendar days before the Final Approval Hearing,
24 the Claims Administrator shall provide Class Counsel and counsel for Defendant with a declaration
25 attesting to completion of the notice process, including any attempts to obtain Updated Addresses
26 for, and the re-sending of, any returned Class Notices, including the steps set forth in Paragraphs
27 3.2.1 - 3.2.7 ("Declaration of Compliance"), which shall be filed with the Court by Class Counsel
28 together with the Motion for Order Granting Final Approval and Entering Judgment.

1 3.3 *Responses to the Notice of Proposed Class Action Settlement.*

2 3.3.1. Class Member Workweek Dispute: If a Class Member believes the numbers
3 of weeks worked for Defendant during the Class Period are wrong, he or she must submit an
4 explanation in writing describing why he or she believes the information is wrong, along with any
5 supporting information and/or documentation. Any explanation, together with any supporting
6 documentation, must be signed by the Class Member and delivered to the Claims Administrator
7 postmarked on or before sixty (60) days after the Notice Mailing Deadline. The Claims
8 Administrator will review the documentation and make a determination based upon the submitted
9 documentation as to the validity of the Class Member's claim. If the Claims Administrator needs
10 further information from Defendant concerning the Class Member's claim, the Claims
11 Administrator will notify Defendant and Class Counsel and request the needed information.
12 Defendant's records will be presumed determinative if there is a dispute over the dates of
13 employment that the Class Member worked in the Class Period as an hourly employee, unless the
14 Class Member has submitted valid and compelling documentation to support his or her claim to
15 different work dates than the number shown on the Employment Information Sheet. The Claims
16 Administrator shall resolve all disputes by applying the above standard, and the decision of the
17 Claims Administrator on any disputed claims shall be final. Any completed challenge to the
18 number of workweeks worked that is sent to the Claims Administrator after the Workweek Dispute
19 Deadline will not be accepted or processed, except if in response to a deficiency notice sent by the
20 Claims Administrator pursuant to Paragraph 3.3.7 or in response to a re-mailing of the Class Notice
21 by the Claims Administrator pursuant to Paragraph 3.2.7.

22 3.3.2. Participation at Class Members' Own Expense: Pursuant to California Rule
23 of Court 3.766(d)(5), Class Members have the option to participate in this Lawsuit at their own
24 expense by obtaining their own attorney(s). Class Members who choose this option will be
25 responsible for any attorneys' fees or costs incurred as a result of this election. The Class Notice
26 will advise Class Members of this option.

27 3.3.3. Objections to Settlement: Class Members may also object to the settlement
28 by submitting a written objection to the Claims Administrator no later than the Objection Deadline.

1 The written objection must be signed and dated, and additionally state the Class Member's name,
2 dates of employment as an hourly employee of Defendant, the case name and number (*Jeremy*
3 *Manning vs. MaxCare Ambulance, et. al.* (Lead Case), Case No. 37-2015-00020773), and the basis
4 for the objection. A Class Member who objects to the settlement will still be considered a Member
5 of the Settlement Class unless he or she submits a valid and timely request for exclusion pursuant
6 to Paragraph 3.3.4 below. If any objecting Class Member wishes to speak at the Final Approval
7 Hearing, that Class Member may appear and be heard at the Final Approval Hearing. The Class
8 Notice will advise Class Members of this option. Class Counsel shall file copies of written
9 objections at the time the Motion for Order Granting Final Approval of Class Action Settlement is
10 filed with the Court.

11 3.3.4. Opting Out of Settlement: Written requests to be excluded from or opt-out
12 of the Settlement must be post-marked and returned to the Claims Administrator at the address
13 provided in the Class Notice by no later than Opt Out Deadline, unless extended as provided for
14 above. Such written request for exclusion must contain the name, address, telephone number and
15 the last four (4) digits of the social security number of the person requesting exclusion from the
16 Class. Any person who properly opts out of the Class using this procedure will not be entitled to
17 any payment from the Gross Settlement Sum, and will not be bound by the Settlement or have any
18 right to object, appeal or comment thereon. Class Members who do not submit a valid and timely
19 request for exclusion in the manner described in this paragraph and as set forth in the Class Notice
20 shall receive an Individual Settlement Payment and shall become Participating Class Members and
21 shall release the Released Parties from the Released Claims upon Final Approval and entry of
22 Judgment.

23 3.3.5. Class Members who do not Opt Out of the Settlement Class pursuant to
24 Paragraph 3.3.4 shall be deemed Members of the Settlement Class, shall receive an Individual
25 Settlement Payment, and shall be bound by the Judgment.

26 3.3.6. In the event that any Class Member timely submits a Workweek Dispute or
27 Request for Exclusion (Opt-Out of the Settlement Class), but it is deficient, as soon as possible, but
28 not later than five (5) business days of the Claims Administrator's receipt of such, the Claims

1 Administrator shall send by first class, postage pre-paid, United States mail a notice to such Class
2 Member informing him or her of the deficiency and that he or she has ten (10) calendar days from
3 the date of the notice (which shall be the date the notice is mailed) to cure the deficiency and
4 postmark and mail the Workweek Dispute or Request for Exclusion, even if postmarked after the
5 Workweek Dispute or Opt Out Deadline. The Claims Administrator shall also copy Class Counsel
6 and counsel for Defendant with any such notices of deficiency.

7 3.3.7. The Settling Parties agree that the Workweek Dispute, Opt-out Deadline
8 shall not be extended, and no untimely submissions will be honored, under any circumstances,
9 unless mutually agreeable by the Settling Parties and/or except to the extent permitted under
10 Paragraphs 3.3.1 and 3.3.6. Notwithstanding the foregoing, a Class Member will be allowed to
11 extend the Workweek Dispute, Opt Out, and Objection Deadlines for him or herself if and only if
12 he or she can make a showing of legal incapacity during the notice period.

13 3.4 *Post Claims Administration Period Events and Settlement Fairness Hearing.*

14 3.4.1. At the Final Approval Hearing, the Class Representatives shall ask the Court
15 to give final approval to this Stipulation and shall submit to the Court a proposed Order Granting
16 Final Approval of the Settlement (substantially in the form attached hereto as **Exhibit "D"**) and
17 requesting that Judgment be entered (substantially in the form attached hereto as **Exhibit "E"**).
18 The Settling Parties shall take all reasonable efforts to secure entry of the Order Granting Final
19 Approval of Settlement, and the Judgment. If the Court rejects the Stipulation, fails to enter the
20 Order Granting Final Approval of Settlement, or if the Court fails to enter the Judgment, this
21 Stipulation shall be void, and Defendant shall have no obligation to make any payments under the
22 Stipulation; however, the Settling Parties and their counsel agree to take all reasonable efforts to
23 fix any deficiencies the Court cites for its non-approval as set forth in Paragraph 3.6.1.

24 3.5 *Releases.*

25 3.5.1. Upon the Effective Date, the Class Representatives and each of the
26 Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have,
27 fully, finally, and forever released, relinquished and discharged all Released Claims applicable to
28 each of them.

1 3.6 *Termination of Settlement; Reasonable Steps to Cure.*

2 3.6.1. In the event that the settlement set forth in this Stipulation shall not be
3 approved in its entirety by the Court, or in the event that the Effective Date does not occur,
4 Defendant shall have the option to void the settlement, and in such case, no payments shall be made
5 by Defendant to anyone in accordance with the terms of this Stipulation, and this Stipulation shall
6 be deemed null and void with no effect on the Litigation whatsoever. Notwithstanding this
7 provision, the Settling Parties agree to take all reasonable steps to cure any deficiencies cited by
8 the Court as reason for non-approval of any matter(s) filed with the Court for approval. If the Court
9 changes the dates or deadlines of hearings provided for in this Stipulation by fewer than five (5)
10 months, this shall not be deemed a substantial change necessitating termination of the settlement,
11 provided that the Settling Parties agree to move other dates and deadlines in the Stipulation
12 accordingly. In the event the Court reduces any of the amounts requested for the Class
13 Representatives, the Class Counsel's fees or costs, or the Claims Administrator, the difference shall
14 become part of the Class Payout Fund. In the event that more than five (5%) of the Class Members
15 Opt Out of the settlement in the manner provided by this Stipulation and Class Notice, Defendant
16 shall have the right to terminate and void this settlement and Stipulation; however, Defendant must
17 notify Class Counsel of their intention to nullify the settlement and Stipulation within thirty (30)
18 calendar days after the expiration of the Opt Out Deadline. The Settling Parties agree the settlement
19 amount was based in part on Defendant's representation there are approximately 376 Class
20 Members, and the understanding there were approximately 24,778 workweeks. If the number of
21 Class Members or workweeks increases by more than ten percent (10%), the GSS will be increased
22 proportionately.

23 3.7 *Miscellaneous Provisions.*

24 3.7.1. No Person shall have any claim against Class Counsel, the Claims
25 Administrator, or any of the Defendant Releasees based on the payments made or other actions
26 taken substantially in accordance with this Stipulation and the settlement contained herein or
27 further orders of the Court.

28 3.7.2. In the event that the Stipulation is not substantially approved by the Court,

1 after all reasonable steps to cure have been exhausted, or the settlement set forth in the Stipulation
2 is terminated, cancelled, declared void or fails to become effective in accordance with its terms, or
3 if the Judgment does not become Final, or to the extent cancellation is otherwise provided for in
4 this Stipulation, the Settling Parties shall resume the Litigation at that time as if no Stipulation had
5 been entered. In such event, the terms and provisions of the Stipulation shall have no further force
6 and effect with respect to the Settling Parties and shall not be used in this Litigation or in any other
7 proceeding for any purpose, and any Judgment or order entered by the Court in accordance with
8 the terms of the Stipulation shall be treated as vacated. Notwithstanding any other provision of this
9 Stipulation, if the Court should fail to award attorneys' fees to Class Counsel in the full amount
10 provided for in this Stipulation, no order of the Court or modification of any order of the Court
11 concerning the amount of any attorneys' fees to be paid by Defendant to Class Counsel pursuant to
12 this settlement shall constitute grounds for cancellation or termination of the Stipulation or grounds
13 for limiting any other provision of the Judgment. Class Counsel retains the right to appeal the award
14 of attorneys' fees, although this cannot increase the amount Defendant has agreed to pay. It is
15 agreed that no order of the Court, including any order concerning attorneys' fees, may alter or
16 otherwise increase the Gross Settlement Amount.

17 3.7.3. The Settling Parties (a) acknowledge that it is their intent to consummate
18 this agreement; (b) agree to cooperate to effectuate and implement all terms and conditions of the
19 Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of
20 the Stipulation; (c) agree to seek and to attempt to obtain Court approval for the Stipulation; and
21 (d) agree to reasonably work together to seek and attempt to obtain Court approval for the
22 Stipulation and final approval should the Court not grant approval upon the first presentation.

23 3.7.4. The Parties and attorneys agree to keep the settlement confidential through
24 preliminary approval. The Parties further agree that no party shall issue any press release to the
25 news media, or communicate in any way with any news media, concerning the settlement or the
26 litigation.

27 3.7.5. Unless otherwise ordered by the Court, in the event the Stipulation shall be
28 terminated, cancelled, declared void or fails to become effective in accordance with its terms,

1 within twenty (20) business days after written notification of such event, Defendant and Class
2 Counsel shall notify each other of this event in writing. If Defendant should elect to terminate the
3 settlement, because more than five (5%) of the Class Members requested exclusion, then Defendant
4 shall be responsible for the payment of the Claims Administrator's fees and expenses.

5 3.7.6. The Stipulation compromises claims which were contested and the subject
6 of a good faith dispute, and it shall not be deemed an admission by any of the Settling Parties as to
7 the merits of any claim or defense. The Settling Parties agree that the amounts paid in settlement
8 of the Litigation and the other terms of the settlement were negotiated at arms'-length and in good
9 faith with sufficient information by the Settling Parties and reflect a settlement that was reached
10 voluntarily after consultation with competent legal counsel.

11 3.7.7. All of the exhibits to the Stipulation are material and integral parts hereof
12 and are fully incorporated herein by this reference.

13 3.7.8. The Stipulation may be amended or modified only by a written instrument
14 signed by or on behalf of all Settling Parties or their respective successors-in-interest.

15 3.7.9. The Stipulation constitutes the entire agreement among the Settling Parties
16 hereto and no representations, warranties or inducements have been made to any party concerning
17 the Stipulation or its exhibits other than the representations, warranties and covenants contained
18 and memorialized in such documents. Except as otherwise provided herein, each party shall bear
19 its own costs.

20 3.7.10. Class Counsel, on behalf of the Settlement Class, are expressly authorized
21 by the Class Representatives to take all appropriate action required or permitted to be taken by the
22 Class pursuant to the Stipulation to effect its terms and also are expressly authorized to enter into
23 any modifications or amendments to the Stipulation on behalf of the Settlement Class which they
24 deem appropriate.

25 3.7.11. Each counsel or other Person executing the Stipulation or any of its exhibits
26 on behalf of any Settling Parties hereby warrants that such Person has full and express authority to
27 do so.

28 3.7.12. The Stipulation may be executed in one or more counterparts. All executed

1 counterparts and each of them shall be deemed to be one and the same instrument. A complete set
2 of executed counterparts shall be filed with the Court.

3 3.7.13. The Stipulation shall be binding upon, and inure to the benefit of, the
4 successors and assigns of the Parties hereto; however, this Stipulation is not designed to and does
5 not create any third party beneficiaries unless otherwise specifically provided herein.

6 3.7.14. The Court shall retain jurisdiction with respect to implementation and
7 enforcement of the terms of the Stipulation, and all Parties hereto submit to the jurisdiction of the
8 Court for purposes of implementing and enforcing the settlement embodied in the Stipulation.

9 3.7.15. The Stipulation and the exhibits hereto shall be considered to have been
10 negotiated, executed and delivered, and to have been wholly performed, in the State of California,
11 and the rights and obligations of the Parties to the Stipulation shall be construed and enforced in
12 accordance with, and governed by, the internal, substantive laws of the State of California without
13 regard to principles of conflicts of law.

14 3.7.16. The language of all parts of this Stipulation shall in all cases be construed as
15 a whole, according to its fair meaning, and not strictly for or against either party. No party shall
16 be deemed the drafter of this Stipulation. The Parties acknowledge that the terms of the Stipulation
17 are contractual and are the product of negotiations between the Parties and their counsel. Each
18 party and his/its counsel cooperated in the drafting and preparation of the Stipulation. In any
19 construction to be made of the Stipulation, the Stipulation shall not be construed against any party
20 and the canon of contract interpretation set forth in California *Civil Code* § 1654 shall not be
21 applied.

22 3.7.17. Should any deadlines set forth in the Stipulation require any action to be
23 taken on a weekend or a Court holiday, then the action may be taken on the next business day,
24 unless otherwise specified by law or rule of Court, except that should the Workweek Dispute
25 Deadline, Opt Out Deadline or Objection Deadline (or extension(s) thereof specified in the
26 Stipulation relating to a deficiency notice or a re-mailing) fall on a Saturday and regular U.S. Mail
27 service is in operation that day, then no further extension pursuant to this paragraph shall apply to
28 these specific deadlines.

1 READ AND AGREED TO INDIVIDUALLY AND ON BEHALF OF THE PROPOSED CLASS:

DocuSigned by:

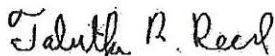
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2 
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Dated: ~~July~~ 2020

3 Plaintiff Jeremy Manning

7/27/2020

5 

Dated: July 2020

6 Plaintiff Tabitha Reed

9 READ AND AGREED TO ON BEHALF OF MAX LAUFER INC. DBA MAXCARE
AMBULANCE:

October 29, 2020

11 
12 Max Laufer, President
13 Max Laufer Inc. dba MaxCare Ambulance

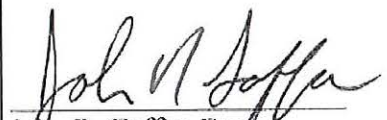
Dated: ~~July~~ 2020

14 APPROVED AS TO FORM:

15 

Dated: July 24, 2020

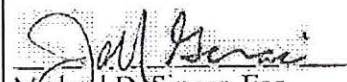
17 Katherine Den Bleyker, Esq.
18 Christopher W. Harmon, Esq.
19 Lewis Brisbois Bisgaard & Smith LLP
Attorney for Defendant, Max Laufer Inc. dba MaxCare Ambulance

20 
21 John R. Goffar, Esq.
22 ADVANTAGE LAW GROUP, APC

10/27/20

Dated: ~~July~~ 2020

23 Attorneys for Plaintiff Jeremy Manning and the Putative Class

25 
26 Michael D. Singer, Esq.
27 Jeff Geraci, Esq.
COHELAN KHOURY & SINGER

Dated: July 28, 2020

28 Attorneys for Plaintiff Tabitha Reed and the Putative Class

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EXHIBIT A

SAN DIEGO COUNTY SUPERIOR COURT

Jeremy Manning vs. MaxCare Ambulance, et. al., Case No. 37-2015-00020773 (Lead Case)
Tabitha Reed vs. MaxCare Ambulance, et. al., Case No. 37-2017-00049679

NOTICE OF CLASS ACTION SETTLEMENT

**ALL NON-EXEMPT EMERGENCY MEDICAL TECHNICIAN EMPLOYED BY
DEFENDANT MAX LAUFER, INC. DBA MAXCARE AMBULANCE AT ANY TIME
FROM JUNE 19, 2011 THROUGH AUGUST 16, 2020.**

***A COURT-AUTHORIZED THIS NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED
WHETHER YOU ACT OR DO NOT ACT.***

1. WHY DID I GET THIS NOTICE?

You received this Notice because Max Laufer, Inc. dba MaxCare Ambulance's ("Defendant" or "MaxCare") records show you may be a class member in a pending class action in a case entitled *Jeremy Manning vs. MaxCare Ambulance, et. al., Case No. 37-2015-00020773 (Lead Case)* ("Manning Action") which was consolidated with *Tabitha Reed vs. MaxCare Ambulance, et. al., Case No. 37-2017-00049679* ("Reed Action") (collectively referred to as the "Action"), and may be entitled to money from the settlement of that Action.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT:

If you were employed as an Emergency Medical Technician by Defendant in California and paid on an hourly basis at any time between June 19, 2011 and August 16, 2020 (the "Class Period"), you are automatically included in the Settlement and do not need to take any further action to receive a payment. You must notify the Settlement Administrator of any change in your name, mailing address, or telephone number if the information shown on the last page of this Notice is not correct.

This Notice is court approved and informs you of the terms of the agreement between Defendant and Plaintiffs Jeremy Manning and Tabitha Reed ("Named Class Representative Plaintiffs") (Named Class Representative Plaintiffs and Defendant are collectively referred to as the "Parties") to settle the claims as set forth and embodied in a Class Action Settlement Agreement ("Settlement"). This Notice explains what steps you may take to participate in, object to, or exclude yourself from the Settlement.

2. WHAT IS THIS ACTION ABOUT?

On or about June 19, 2015, the Manning Action was filed against Defendant. The Operative Complaint filed in the Manning Action states causes of action for: (1) Failure to Provide Accurate

Itemized Wage Statements; (2) Failure to Provide Meal Periods; (3) Failure to Provide Rest Breaks; (4) Failure to Pay Minimum Wages; (5) Failure to Pay All Wages Due; (6) Violation of Unfair Competition Law (Business & Professions Code § 17200, et seq.); and (7) Failure to Reimburse Reasonable and Necessary Business Expenses under Labor Code section 2802.

On December 22, 2017, the Reed Action was filed against Defendant. On February 6, 2018, the Operative First Amended Complaint filed in the Reed Action states causes of action for: (1) Failure to Pay Minimum Wages (Labor Code § 1194; IWC Wage Order 9-2001); (2) Failure to Pay Overtime Wages (Labor Code §§ 510, 1194); (3) Failure to Provide Timely, Off-Duty Meal Periods or Compensation in Lieu Thereof (Labor Code § 226.7; IWC Wage Order 9-2001, § 11); (4) Failure to Provide Timely, Off-Duty Rest Periods or Compensation in Lieu Thereof (Labor Code § 226.7; IWC Wage Order 9-2001, § 12); (5) Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226); (6) Failure to Timely Pay All Wages Due at Separation (Labor Code § 203); and (7) Violation of Unfair Competition Law (Business & Professions Code § 17200, et seq.); (8) Civil Penalties Under the Private Attorneys General Act (“PAGA”) for Failure to Pay Minimum and Overtime Wages (Labor Code §§ 2698, et seq., 510, 558, 1194; IWC Wage Order 9-2001 §§ 3-4); (9) Civil Penalties Under the PAGA for Failure to Provide Timely, Off-Duty Meal Periods or Compensation in Lieu Thereof (Labor Code §§ 2698, et seq., 226.7; IWC Wage Order 9-2001, § 11); (10) Civil Penalties Under the PAGA for Failure to Provide Timely, Off-Duty Rest Periods or Compensation in Lieu Thereof (Labor Code §§ 2698, et seq., 226.7; IWC Wage Order 9-2001, § 12); (11) Civil Penalties Under the PAGA for Failure to Provide Accurate Itemized Wage Statements (Labor Code §§ 2698, et seq. and 226); and (12) Civil Penalties Under the PAGA for Failure to Pay Wages Due at Separation (Labor Code §§ 2698, et seq., 203).

Defendant denies each and all of the claims and contentions alleged by the Named Class Representative Plaintiffs in the Manning and Reed Actions. Defendant believes strongly that it has multiple valid defenses to the claims and that its employees have been properly paid and reimbursed and treated in accordance with the law. Absent the Settlement, Defendant would contest the lawsuit vigorously. By agreeing to this Settlement, Defendant is not admitting that it has any liability. The Named Class Representative Plaintiffs believe they would prevail on the claims that are subject to the Settlement.

After engaging in informal discovery and an all-day mediation before an experienced mediator, the Parties agreed to the Settlement, which was preliminarily approved by the court in the Action (“Court”) on November 20, 2020. The Named Class Representative Plaintiffs and their counsel (“Class Counsel”) support the Settlement.

The Court has not ruled on the merits of Named Class Representative Plaintiffs’ claims. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. Rather, the Court has determined only that there is sufficient evidence to determine on a preliminary basis that the proposed Settlement is fair, adequate, and reasonable and any final determination of those issues will be made at the final hearing. Defendant reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations in the Action and whether this Action should proceed as a class action.

3. WHAT IS A CLASS ACTION OR PAGA ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Jeremy Manning and Tabitha Reed are the Named Class Representative Plaintiffs in the Action, and they assert claims on behalf of themselves and the class. MaxCare is the Defendant. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action.

In a PAGA Action, a plaintiff seeks to collect civil penalties that would otherwise be collected by the State of California for Labor Code claims allegedly suffered by employees. Plaintiff Tabitha Reed is the PAGA Representative in the Reed Action, and she asserts claims on behalf of herself and similarly situated employees and the State of California.

4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All non-exempt hourly-paid Emergency Medical Technicians employed by Defendant at any time from June 19, 2011 to August 16, 2020 (referred to as the “Class Period”), other than those who opt out (as described below). The group of all current and former non-exempt hourly-paid employees during the Class Period individually and collectively will be referred to as “Class Members.” “Settlement Class Members” refers to all Class Members who do not opt out of the Settlement (as discussed below).

The resolution of the PAGA claims (“PAGA Settlement”) includes any current or former non-exempt hourly-paid Emergency Medical Technicians employed by Defendant in the State of California at any time from November 22, 2016 to August 16, 2020 (“PAGA Members”).

5. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT AND PAGA?

Defendant will establish a maximum “Gross Settlement Amount” in the amount of \$550,000.00 in exchange for: the release by Settlement Class Members of Settled Claims and Settled PAGA Claims (defined below) against it and Released Parties (defined below); final judgment on the Action; and the other terms set forth in the Settlement. Subject to Court approval, the Gross Settlement Amount will be allocated at follows:

- **Settlement Payment:** \$311,417 shall be allocated to Settlement Class Members and referred to in this notice as the “Net Settlement Amount.” Settlement Class Members who do not request to be excluded from the Settlement will receive a pro-rata share of the Settlement automatically, which will be referred to in this notice as the “Settlement Payment.” Your Settlement Payment will be based on your workweeks worked within the Class Period, (“Workweeks Worked”) divided by the total Workweeks Worked by all Settlement Class Members during the Class Period as reflected in company records, and expressed as follows:

Workweeks Worked by individual Settlement Class Member

Workweeks Worked by all Settlement Class Members

= % of Class Settlement Payment Allocation Payable to Individual Class Member

Workweeks Worked shall be determined by the Settlement Administrator based on data to be provided by Defendant, as may be modified by the Settlement Administrator's or the Court's resolution of any challenges. Your estimated "Individual Settlement Payment" is shown on the last page of this Notice. Your actual Settlement Payment will be calculated after the Court grants final approval of the settlement. In exchange for the Settlement Payment, you will release the Settled Claims (discussed below) against Defendant or any other Released Parties.

- **PAGA Payment.** \$6,250 shall be allocated to resolve any claims brought under the PAGA and paid on a pro-rata basis to the PAGA Members. If you are a PAGA Member, your payment for a release of PAGA claims will be based on your Workweeks Worked from November 22, 2016 to August 16, 2020 ("PAGA Period") divided by the total Workweeks Worked by all PAGA Members during the PAGA Period as reflected in company records, and expressed as follows:

Workweeks Worked by PAGA Member during PAGA Period

Workweeks Worked by all PAGA Member during PAGA Period

= % of \$6,250 Allocation Payable to Individual PAGA Member

If you are eligible for an "Individual PAGA Payment," your estimated payment is shown on the final page of this Notice.

Timing of Settlement Payments to Class Members and PAGA Members. After the Court grants Final Approval of the Settlement and Judgment is entered, settlement checks will be mailed to all Settlement Class Members who did not timely request to be excluded and to PAGA Members. Settlement checks will be valid for 120 days after issuance. It is your responsibility to cash the check before the expiration date. If you fail to cash your check before the expiration date, you will be deemed to have waived any right in or claim to a Settlement Payment, and your right to recover a Settlement Payment will be extinguished. However, you will remain subject to the terms of the Settlement and Final Judgment. The aggregate sum represented by those uncashed checks to be forwarded to the San Diego County Bar Foundation, to continue its work providing grants to San Diego County non-profit groups providing legal services to indigent and underserved communities

- **Allocation and Taxes.** Thirty percent (30%) of the Settlement Payment distributed to each Settlement Class Member will be considered and reported as wages. Seventy percent (70%) of the Settlement Payment will be allocated to interest and penalties. The PAGA Payment to PAGA Members will be designated as payments for alleged penalties and interest. There will be deductions taken from the distribution for the wage related portion reflected on a W-2 and the non-wage portion will be reported on IRS Form 1099 as income. Class Members and PAGA Members are responsible for the proper income tax treatment of the Settlement Amounts. The Settlement Administrator, Defendant and their counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments and PAGA Payments. Class Members and PAGA Members will be solely responsible for the payment of any

taxes and penalties assessed on their Settlement Payment and PAGA Payments. Accordingly, Class Members and PAGA Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement. Payments awarded to you will not form the basis for additional contributions to or benefits under any benefit plans, policies or bonus programs that may exist and/or be offered to you through, by or in conjunction with Defendant or any other Released Party.

- Enhancement Payment: Class Counsel will ask the Court to award the Named Class Representative Plaintiffs a Service Payment in the amount of \$5,000 each to compensate them for service and work performed on behalf of the Class Members and a general release of all claims.
- Attorney's Fees and Expenses Payment: Class Counsel have been prosecuting the Lawsuit on behalf of the Class Members and PAGA Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Settlement Amount. Class Members and PAGA Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees not to exceed \$183,333.00 of the common fund Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$15,000 for the costs Class Counsel incurred in connection with the Action.
- Settlement Administration: The cost of settlement administration is approximately \$11,500, which pays for tasks such as printing and mailing this Notice, printing and mailing checks and tax forms, reporting to the Parties and the Court, and tracking submitted requests for exclusions.
- PAGA Penalty Payment: A total of \$25,000 has been allocated to resolution of the PAGA claims. Of this amount, \$18,750 (75%) will be submitted to California's Labor & Workforce Development Agency pursuant to the PAGA, and \$6,250 (25%) as a PAGA Payment to PAGA Members (as described above).

6. HOW MANY WORKWEEKS DO I HAVE? WHAT IF I DON'T AGREE WITH THIS NUMBER? ARE ATTRIBUTED TO ME UNDER THE SETTLEMENT?
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Your Workweeks Worked as a Class Member or as a PAGA member, as determined by the company's records are on the final page of this Notice

If you dispute your Workweeks Worked, you may submit evidence to the Settlement Administrator on or before [Date 60 Days After Mailing], with documentation to establish the number of Workweeks Worked you claim to have actually worked for Defendant during the Class Period, at the following address:

MaxCare Ambulance Settlement Class Action Administrator
c/o SA [Address of Settlement Administrator]

DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS. It is your responsibility to ensure that the Settlement Administrator receives your workweeks dispute. The Parties and Settlement Administrator will evaluate the evidence submitted by you and discuss in good faith how many Workweeks Worked should be credited to you. If the Parties are unable to agree, the Settlement Administrator and, if necessary, the Court, will render a final decision.

7. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

Unless you timely exclude yourself from the class (as discussed below), you on behalf of yourself and your heirs, executors, administrators, personal representatives, successors and assigns, irrevocably and unconditionally forever and fully release any and all Released Parties from any and all Settled Claims.

“Released Parties” means Defendant and its affiliated companies, parents, members, subsidiaries, related companies and business concerns, past and present, and each of them, as well as each of their insurers, partners, trustees, directors, owners, shareholders, officers, agents, attorneys, servants, joint employers and employees, past and present, and each of them and anyone acting in concert with the foregoing.

“Released Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action contingent or accrued which arise from the factual allegations and claims asserted in the Action (including but not limited to failure to pay minimum wage under California Labor Code §§ 510, 1194, 1198 and IWC Wage Order No. 9-2001; failure to pay overtime wages under California Labor Code §§ 510, 1194, 1198 and IWC Wage Order No. 5-2001; failure to provide and/or properly pay for rest periods under California Labor Code §§ 226.7, 516, 558, and IWC Wage Order No. 9-2001; failure to provide and/or properly pay for meal periods under California Labor Code §§ 226.7, 512 and IWC Wage Order No. 9-2001; failure to pay wages of terminated or resigned employees and waiting time penalties under California Labor Code §§ 201-203 and IWC Wage Order No. 9-2001; failure to maintain required records under California Labor Code § 226 and IWC Wage Order No. 5-2001; failure to provide accurate wage statements including under California Labor Code § 226 and IWC Wage Order No. 9-2001; failure to indemnify employees for necessary expenditures incurred in discharge of duties under California Labor Code §2802; violations of unfair competition law under California Business and Professions Code §§ 17200-17208; and claims for restitution and other equitable relief, liquidated damages, waiting time penalties, penalties of any nature whatsoever, or any other benefit claimed on account of the allegations asserted in the Action.

“Settled Claims” expressly excludes all claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, claims while classified as exempt, and claims outside of the Class Period. The Final Judgment shall expressly provide that it covers and bars each and every Class Member other than those who have opted out from asserting any Settled Claims in the future.

9. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT OR PAGA PAYMENT?

To receive your Settlement Payment or PAGA Payment, you do not need to do anything. You must, however, notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. It is your responsibility to keep the Settlement Administrator informed of any such change, as your Settlement Payment will be mailed to the address on file.

10. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Settlement Class Member, but you are not able to exclude yourself as a PAGA Member. To exclude yourself as a Settlement Class Member, you must submit a written request for exclusion to the Settlement Administrator at the following address: [REDACTED]. To be valid, a written request for exclusion must (1) contain the name, address, and telephone number of the person requesting exclusion; (2) be signed by the Class Member; (3) be postmarked or fax stamped by [60 days after mailing date] and returned to the Settlement Administrator at the specified address or fax number. The request for exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE MANNING v. MAXCARE LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

It is your responsibility to ensure that the Settlement Administrator timely receives your request to be excluded from the Settlement. Unless you timely request to be excluded from the Settlement, you will be bound by the judgment upon final approval of the Settlement, and you will be barred from pursuing the Settled Claims. You cannot exclude yourself from being a PAGA Member.

If you timely request to be excluded from the Settlement, you will not be entitled to receive any payment under the Settlement. Class Counsel will not represent your interests if you request to be excluded.

11. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Settlement Class Member (that is, Class Member who has not asked to be excluded from the Settlement) may object to the Settlement and appear at the hearing where the Court will make a final decision whether or not to approve the Settlement (“Final Approval Hearing”).

If you wish to submit a written objection to the Settlement Administrator at [insert address]: [REDACTED], the written objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member and last four digits of the Settlement Class Member’s social security number; (2) address of the Settlement Class Member; (3) the dates of employment of the Settlement Class Member; (4) the basis for the objection; and (5) if the Settlement Class Member intends to appear at the Final Approval Hearing. A Settlement Class Member who wishes to submit a written objection should submit his or her objection to the Settlement Administrator no later than [60 days after mailing date]. The Parties

shall be permitted to file responses to the objection in addition to any motion for final approval documents.

If you have not filed and served timely written objections you will still be entitled to attend the Final Approval Hearing and ask to state an objection.

Filing an objection will *not* exclude you from the Settlement. If the Court grants final approval of the Settlement, you will still have the right to receive a Settlement Payment and will be barred from pursuing the Settled Claims. You may not file both an objection and request for exclusion. If you file both a request for exclusion and an objection, you will be excluded from the class and the objection will not be considered.

12. WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The Settlement, if finally approved by the Court, will bind all Settlement Class Members who do not request to be excluded from the Settlement whether or not they receive or timely cash their Settlement Payments. Final approval of the Settlement will bar any Settlement Class Member who does not request to be excluded from the Settlement from hereafter initiating a lawsuit or proceeding regarding any Settled Claims. The Class Action Settlement Agreement and Stipulation on file with the Court contains additional details about the scope of the release.

13. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on April 9, 2021, at 9:00 a.m. in Department C-67 of the San Diego County Superior Court, located at 330 W Broadway, Ste 1100, San Diego, CA 92101.

14. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

The Court has decided that the law firms listed below under “CLASS COUNSEL” are qualified to represent the Settlement Class Members. You will not be charged for their services. The only attorneys’ fees they will receive are those approved by the Court.

<p>CLASS COUNSEL:</p> <p>COHELAN KHOURY & SINGER Michael D. Singer Jeff Geraci E-Mail: jgeraci@ckslaw.com 605 C Street, Suite 200 San Diego, CA 92101 Telephone: (619) 595-3001</p> <p>Attorneys for Plaintiff, TABITHA REED</p> <p>ADVANTAGE LAW GROUP, APC John R. Goffar E-Mail: jgoffar@advantagelawgroup.com Patrick J.S.Nellies E-Mail: pnellies@advantagelawgroup.com Anthony Ruggieri E-Mail: aruggieri@advantagelawgroup.com 5820 Oberlin Drive, Suite 110 San Diego, CA 92121 Telephone: (858) 622-9002</p> <p>Attorneys for Plaintiff, JEREMY MANNING</p>	<p>DEFENDANT’S COUNSEL:</p> <p>Katherine C. Den Bleyker, Esq. E-Mail: Katherine.DenBleyker@lewisbrisbois.com Christopher W. Harmon, Esq. E-Mail: Christopher.Harmon@lewisbrisbois.com LEWIS BRISBOIS BISGAARD & SMITH LLP 650 Town Center Drive, Suite 1400 Costa Mesa, California 92626 Telephone: 714.545.9200 Facsimile: 714.850.1030</p>
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15. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer, because Class Counsel works for you. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

16. HOW WILL I LEARN IF THE SETTLEMENT WAS APPROVED

A notice of final judgment will be posted on the Claims Administrator website located at **XXXXXXXXXXXXXXXXXXXXXX.**

17. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. The Settlement, pleadings and all other records of this litigation may be examined and copied any time during regular office hours in the Clerk’s Office of the San Diego County Superior Court, located at 330 W Broadway Ste 1100, San Diego, CA 92101.

If you have any questions about the Settlement, you can contact Class Counsel, whose contact information is listed above in “CLASS COUNSEL” or the Settlement Administrator at **[INSERT TOLL FREE NUMBER]**.

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE ACTION TO THE COURT

EXHIBIT B

**MANNING VS. MAXCARE AMBULANCE
EXHIBIT B - LIST OF CLASS MEMBERS**

Job Title	Last Name	First Name	Address	Telephone	Social Security No.	Hire Date (If Before Class Statutory Period)	Hire Date	Separation Date	Class Period Start Date	Workweeks Through Mediation Date of May 18, 2020
EMT							12/17/2012	6/3/2013	6/19/2011	24
EMT							6/5/2017	2/25/2019	6/19/2011	90
EMT							1/30/2018	5/9/2019	6/19/2011	66.28571429
EMT							8/12/2015	9/3/2015	6/19/2011	3.142857143
EMT							9/17/2014	10/30/2017	6/19/2011	162.7142857
EMT							8/6/2019	5/18/2020	6/19/2011	40.85714286
EMT							1/21/2013	12/30/2014	6/19/2011	101.1428571
EMT							12/12/2016	3/18/2018	6/19/2011	65.85714286
EMT							11/3/2014	7/15/2015	6/19/2011	36.28571429
EMT							2/11/2015	7/1/2015	6/19/2011	20
EMT							3/5/2015	2/1/2016	6/19/2011	47.57142857
EMT							8/1/2017	5/18/2020	6/19/2011	145.8571429
EMT							10/14/2015	11/14/2016	6/19/2011	56.71428571
EMT							3/26/2014	1/3/2015	6/19/2011	40.42857143
EMT							1/12/2016	4/20/2016	6/19/2011	14.14285714
EMT							5/29/2019	8/2/2019	6/19/2011	9.285714286
EMT							12/12/2016	1/28/2019	6/19/2011	111
EMT							6/21/2017	10/26/2017	6/19/2011	18.14285714
EMT							5/16/2016	3/15/2017	6/19/2011	43.28571429
EMT							7/24/2012	1/1/2015	6/19/2011	127.2857143
EMT							7/30/2014	8/10/2014	6/19/2011	1.571428571
EMT							6/5/2017	2/28/2019	6/19/2011	90.42857143
EMT							8/12/2015	9/10/2015	6/19/2011	4.142857143
EMT							8/1/2016	7/13/2018	6/19/2011	101.5714286
EMT							3/13/2018	7/18/2018	6/19/2011	18.14285714
EMT							11/14/2016	11/3/2017	6/19/2011	50.57142857
EMT							8/20/2014	12/10/2014	6/19/2011	16
EMT							11/19/2018	3/11/2019	6/19/2011	16
EMT							1/30/2018	5/8/2018	6/19/2011	14
EMT							1/27/2016	8/19/2018	6/19/2011	133.5714286
EMT							6/27/2016	12/24/2018	6/19/2011	130
EMT							3/25/2015	7/25/2015	6/19/2011	17.42857143
EMT							9/19/2017	11/29/2018	6/19/2011	62.28571429
EMT							1/30/2018	5/24/2018	6/19/2011	16.28571429
EMT							3/26/2014	6/7/2014	6/19/2011	10.42857143
EMT							5/29/2019	7/8/2019	6/19/2011	5.714285714
EMT							9/12/2018	5/19/2019	6/19/2011	35.57142857
EMT							9/19/2017	6/25/2018	6/19/2011	39.85714286
EMT							6/3/2013	1/1/2015	6/19/2011	82.42857143
EMT							7/24/2019	5/18/2020	6/19/2011	42.71428571
EMT							5/6/2015	10/3/2016	6/19/2011	73.71428571
EMT							3/26/2014	4/14/2015	6/19/2011	54.85714286
EMT							4/15/2015	4/3/2019	6/19/2011	207

EMT							10/31/2016	8/29/2018	6/19/2011	95.28571429
EMT							5/11/2012	7/25/2012	6/19/2011	10.71428571
EMT							10/24/2012	1/1/2015	6/19/2011	114.1428571
EMT							10/23/2018	1/11/2019	6/19/2011	11.42857143
EMT							5/28/2014	1/25/2015	6/19/2011	34.57142857
EMT							10/21/2015	12/1/2015	6/19/2011	5.857142857
EMT							5/14/2019	6/25/2019	6/19/2011	6
EMT							2/15/2012	6/20/2012	6/19/2011	18
EMT							8/26/2013	1/1/2015	6/19/2011	70.42857143
EMT							1/28/2015	6/10/2015	6/19/2011	19
EMT							1/27/2016	5/28/2016	6/19/2011	17.42857143
EMT							6/27/2018	8/8/2018	6/19/2011	6
EMT							8/26/2013	1/1/2015	6/19/2011	70.42857143
EMT							6/19/2011	5/18/2020	6/19/2011	465.1428571
EMT							10/7/2013	11/1/2013	6/19/2011	3.571428571
EMT							1/12/2016	7/27/2016	6/19/2011	28.14285714
EMT							12/5/2011	1/1/2014	6/19/2011	108.2857143
EMT							8/20/2019	5/18/2020	6/19/2011	38.85714286
EMT							6/3/2015	6/20/2015	6/19/2011	2.428571429
EMT							4/28/2017	10/30/2017	6/19/2011	26.42857143
EMT							9/10/2011	1/1/2015	6/19/2011	172.7142857
EMT							11/4/2011	1/1/2015	6/19/2011	164.8571429
EMT							1/9/2012	3/1/2013	6/19/2011	59.57142857
EMT							3/25/2015	4/16/2015	6/19/2011	3.142857143
EMT							7/14/2014	9/3/2014	6/19/2011	7.285714286
EMT							9/12/2018	6/29/2019	6/19/2011	41.42857143
EMT							8/29/2016	9/26/2016	6/19/2011	4
EMT							1/30/2012	1/1/2015	6/19/2011	152.4285714
EMT							3/3/2014	8/16/2014	6/19/2011	23.71428571
EMT							6/12/2018	3/29/2019	6/19/2011	41.42857143
EMT							3/10/2014	7/2/2015	6/19/2011	68.42857143
EMT							8/29/2016	8/18/2018	6/19/2011	102.7142857
EMT							11/7/2014	3/20/2015	6/19/2011	19
EMT							11/3/2014	4/16/2015	6/19/2011	23.42857143
EMT							9/26/2016	4/3/2017	6/19/2011	27
EMT							2/22/2015	10/27/2016	6/19/2011	87.57142857
EMT							2/25/2015	3/8/2015	6/19/2011	1.571428571
EMT							2/15/2012	6/25/2013	6/19/2011	70.85714286
EMT							7/27/2015	11/20/2016	6/19/2011	68.85714286
EMT							1/27/2014	5/28/2015	6/19/2011	69.42857143
EMT							12/6/2011	8/29/2012	6/19/2011	38.14285714
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EMT							3/14/2012	1/1/2014	6/19/2011	94
EMT							9/26/2011	1/1/2014	6/19/2011	118.2857143
EMT							8/20/2019	5/18/2020	6/19/2011	38.85714286
EMT							7/24/2012	2/22/2013	6/19/2011	30.42857143
EMT							2/25/2011	3/14/2011	6/19/2011	2.428571429
EMT							1/28/2015	2/5/2015	6/19/2011	1.142857143
EMT							6/22/2011	1/1/2014	6/19/2011	132
EMT							8/29/2016	2/11/2017	6/19/2011	23.71428571
EMT							1/27/2014	12/1/2014	6/19/2011	44
EMT							8/5/2013	6/4/2014	6/19/2011	43.28571429
EMT							5/6/2015	7/15/2015	6/19/2011	10

Total Workweeks	24778.14
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EXHIBIT C

SAN DIEGO COUNTY SUPERIOR COURT

Jeremy Manning vs. MaxCare Ambulance, et. al., Case No. 37-2015-00020773 (Lead Case)
Tabitha Reed vs. MaxCare Ambulance, et. al., Case No. 37-2017-00049679

CHANGE OF ADDRESS FORM

I wish to change my name and/or mailing address and/or other contact information, for purposes of receiving communications related to this Lawsuit, to the following:

Name (First, Middle, Last): _____

Former Names (if any): _____

Home Street Address: _____

City, State, Zip Code: _____

Telephone Number(s): Home: _____ Work: _____

Email: _____

Last 4 digits of Social Security Number: XXX-XX- ____ _

I understand all future correspondence in this Action, including but not necessarily limited to important notices or settlement payments, will be sent to the address listed above and not to the address previously used. I hereby request and consent to the use of the address listed above for these purposes.

Dated: _____, 2020 _____

Signature [**Required**]

PLEASE RETURN THIS FORM IN THE ENVELOPE PROVIDED
OR VIA UNITED STATES FIRST CLASS MAIL TO:

Manning/Reed Class Action Settlement
(**INSERT ADMINISTRATOR NAME/ADDRESS**)

EXHIBIT D

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

JEREMY MANNING, on behalf of himself and all others similarly situated,)	CASE NO.:37-2015-00020773-CU-OE- CTL
	)	(Manning -Lead Case)
Plaintiff,)	
	)	CASE NO.:37-2017-00049679-CU-OE-
vs.	)	CTL
	)	(Reed Case)
MAX LAUFER, INC., a California Corporation dba MAXCARE AMBULANCE; and DOES 1 through 500, inclusive,	)	FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE
)	
Defendants.)	
	)	Date: April 9, 2021
	)	Time: 9:00 a.m.
	)	Place: Department C-67
TABITHA REED, on behalf of herself and all others	)	Judge: Hon. Eddie C. Sturgeon
similarly situated,)	
	)	[IMAGED FILE]
Plaintiffs,)	
)	
vs.)	
MAX LAUFER, INC., a California corporation dba MAXCARE AMBULANCE; and DOES 1 through 10, Inclusive.)	
)	
)	

This matter came before the Court for hearing on April 9, 2021 pursuant to the Order Preliminarily Approving Settlement, dated November 20, 2020 (“Preliminary Approval Order”), on the application of the parties for approval of the settlement set forth in the Stipulation of Class Action Settlement and Release between Plaintiffs and Defendants, dated as of July 27, 2020 (the

1 “Stipulation”). Due and adequate notice having been given to the Class as required in said
2 Preliminary Approval Order, and the Court having considered all papers filed and proceedings in this
3 case, and otherwise being fully informed in the matter and good cause appearing:

4 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

5 1. This Judgment incorporates by reference the definitions in the Stipulation, and all
6 terms used herein shall have the same meanings set forth in the Stipulation.

7 2. This Court has jurisdiction over the subject matter of the litigation and over all parties
8 to the litigation, including all Members of the Class including all PAGA Allegedly Aggrieved
9 Employees.

10 3. Pursuant to California Rules of Court 3.769(d) and Section 382 of the California Code
11 of Civil Procedure, the Court has previously certified a provisional settlement class defined as: 1) any
12 and all hourly, non-exempt, Emergency Medical Technicians employees from June 19, 2011 to
13 August 16, 2020 including approximately 158 PAGA employees employed from November 22, 2016
14 to August 16, 2020 for MAX LAUFER, INC. dba MAXCARE AMBULANCE (the “Class Period”)
15 as verified by Defendants’ personnel and payroll records, and excluding any person who submits a
16 timely and valid Request for Exclusion from the Class (the “Class”).

17 4. Pursuant to California Rules of Court 3.769(d) and Section 382 of the California Code
18 of Civil Procedure, with respect to the Class, this Court finds and concludes for purposes of
19 settlement that: (a) the Members of the Class are so numerous that joinder of all Class Members in
20 the Class action is impracticable; (b) there are questions of law and fact common to the Class which
21 predominate over any individual question; (c) the claims of Plaintiffs Jeremy Manning and Tabitha
22 Reed (“Plaintiffs”) are typical of the claims of the Class; (d) Plaintiffs and their counsel have fairly and
23 adequately represented and protected the interests of the Class Members; and (e) a class action is
24 superior to other available methods for the fair and efficient adjudication of the controversy. It is
25 further ordered that, as contemplated in the Stipulation, the case is now certified as a Class Action,
26 for the purpose of granting final approval to the settlement.

27 5. The Court hereby finds and concludes that there have been no objections to the motion
28 for final approval of the proposed settlement, there have been no objections to the motion for

1 approval of attorneys' fees, expenses and costs including claims administration, there have been no
2 objections to the incentive award to the Representative Plaintiffs by any Class Member, and there
3 have been no objections to the proposed payment of civil penalties to the California Labor and
4 Workforce Development Agency (LWDA) and allegedly aggrieved employees under the provisions
5 of the California Private Attorneys General Act (PAGA). In addition, the Court hereby finds and
6 concludes that no persons have requested exclusion from the Class.

7 6. Pursuant to California Rules of Court 3.769(a)-(g), the Court, having conducted an
8 inquiry into the fairness of the proposed settlement, hereby approves the settlement set forth in the
9 Stipulation and finds that said settlement is, in all respects, fair, just, reasonable and adequate to the
10 Class.

11 7. The litigation, as well as all of the claims released in the Stipulation, are dismissed on
12 the merits and with prejudice, pursuant to the terms of the Stipulation, as to the Plaintiffs and the
13 other Members of the Class and as against the Released Persons. The Settling Parties are to bear
14 their own costs, except as otherwise provided in the Stipulation.

15 8. The Court finds that the Stipulation and settlement are fair, just, reasonable and
16 adequate as to each of the Settling Parties, that the Stipulation and settlement are hereby finally
17 approved in all respects, and the Settling Parties are directed to perform its terms.

18 9. Upon the Effective Date, Plaintiffs Jeremy Manning and Tabitha Reed, and each of
19 the Class Members, shall be deemed to have, and by operation of the Judgment do, fully, finally, and
20 forever release, relinquish and discharge all claims released in the Stipulation against each and all of
21 the Released Persons. Specifically, upon the Effective Date, including payment by Defendant of all
22 amounts due and owing under the Stipulation and this Judgment, and except as to such rights or
23 claims created by the Settlement, the Plaintiffs and each Class Member who has not submitted a valid
24 and timely request for exclusion, each fully releases and discharges Defendants, their present and
25 former parent companies, subsidiaries, related or affiliated companies, shareholders, officers,
26 directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity
27 which could be jointly liable with Defendants and their respective present and former parent
28 companies, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees,

agents, attorneys, insurers, successors and assigns (collectively “Releasees”), from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action, and liabilities of any nature whatsoever, whenever incurred, including costs, expenses, penalties, and attorneys’ fees, known or unknown, suspected or unsuspected, in law or equity, that the Plaintiffs and/or any member of the Class, including their respective predecessors, successors, agents, representatives, executors, administrators, decedents, dependents, heirs, beneficiaries, attorneys, employees, assignors and assignees, ever had, now has, or hereafter can, shall, or may have, relating in any way to the facts and/or conduct and/or omissions giving rise to the above-captioned action, specifically including statutory claims for: (1) failure to provide meal periods under California law; (2) failure to authorize and permit rest breaks under California law; (3) failure to provide properly itemized wage statements under California law; (4) waiting time penalties under California Labor Code § 203 for failure to pay final wages in violation of California Labor Code §§ 201-202; (5) unlawful and unfair business acts and practices in violation of California Business & Professions Code §§ 17200 *et seq.*; and (6) claims for civil penalties under PAGA, whether such claims are known or unknown, suspected or unsuspected (“Released Claims”). This release shall run from June 11, 2011 through August 16, 2020.

10. All Class Members are forever barred and enjoined from prosecuting any and all of the claims released in the Stipulation against any and all of the Released Persons.

11. Upon the Effective Date, each of the Released Persons shall, by operation of the Judgment fully, finally, and forever release, relinquish and discharge each and all of the Plaintiffs, the other Class Members, and counsel to the Plaintiffs, including Plaintiffs’ Counsel, from all claims (whether or not known or suspected) arising out of, relating to, or in connection with the institution, prosecution, assertion or resolution of the litigation or the Released Claims.

12. The Court finds notice was given to the Class substantially in the manner and form set forth in Preliminary Approval Order, including the individual notice to all Members of the Class who could be identified through reasonable effort. Said notice provided the best notice practicable under the circumstances of these proceedings and of the matters set forth in the notice, including the proposed settlement set forth in the Stipulation, to all persons entitled to such notices, and said

1 notices met and fully satisfied the requirements of California Rules of Court 3.769(f), Section 382 of
2 the California Code of Civil Procedure, and due process, and constitute due and sufficient notice to
3 all Persons entitled to notice.

4 13. Neither the Stipulation nor the settlement contained herein, nor any act performed or
5 document executed pursuant to or in furtherance of the Stipulation or the settlement: (i) is or may
6 be deemed to be or may be used as an admission of, or evidence of, the validity of any Released
7 Claim, or any wrongdoing or liability of Defendants or their Related Parties, or the appropriateness
8 of certification of any class in a non-settlement context; (ii) is or may be deemed to be or may be used
9 as an admission of, or evidence of, any fault or omission of Defendants or any of their Related Parties
10 in any civil, criminal or administrative proceeding in any court, administrative agency or other
11 tribunal; or (iii) shall be offered in evidence or alleged in any pleading by any party hereto,
12 Defendants' counsel or Plaintiffs' Counsel. Released Persons may file the Stipulation and/or the
13 Judgment from this litigation in any other action that may be brought against them in order to support
14 a defense or counterclaim based on principles of *res judicata*, *collateral estoppel*, release, good-faith
15 settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or similar
16 defense or counterclaim.

17 14. The Court hereby awards attorneys fees and costs to John R. Goffar, Esq., Advantage
18 Law Group, as the Lead Plaintiffs' Counsel for the Class, in an aggregate amount of \$120,943.90
19 (\$109,999.80 fees + \$11,610.90 in costs), attorneys fees and costs to Jeff Geraci, Esq., Cohelan
20 Khoury & Singer, as Plaintiff's Counsel for the Class, in an aggregate amount of \$54,722.34
21 (\$51,333.24 fees + \$3,389.10 in costs), attorneys fees to Steven Haskins & Associates, APC in the
22 amount of \$21,999.96, an amount of \$5,000.00 as a reasonable incentive award to the Plaintiff
23 Jeremy Manning, an amount of \$5,000.00 as a reasonable incentive award to the Plaintiff Tabitha
24 Reed, and the payment of notice and claims administrative fees and costs to CPT Group, Inc. of
25 \$11,500.00. The Court finds that the rate and amount of fees awarded is fair and reasonable under
26 a percentage basis and the lodestar/multiplier method. The Court hereby orders that the attorneys'
27 fees and costs awarded to the Plaintiffs' Counsel for the Class, and the incentive awards to Plaintiffs
28 Jeremy Manning and Tabitha Reed, and notice and claims administrative fees and costs to CPT

1 Group. Inc., as awarded by the Court, shall be paid by Defendant after this Judgment is Final pursuant
2 to the terms of the Stipulation.

3 15. Pursuant to the provisions of PAGA, the Court approves the allocation of civil
4 penalties in the total amount of \$25,000.00. The Court hereby orders that such civil penalties shall
5 be paid by Defendant after this Judgment is Final pursuant to the terms of the Stipulation. Pursuant
6 to California Labor Code § 2699(i), the Court hereby orders that the civil penalties ordered herein
7 shall be distributed as follows: \$18,250.00 (75% of \$25,000.00) of the civil penalties to the
8 California Labor and Workforce Development Agency and \$6,250.00 (25% of \$25,000) of the civil
9 penalties to PAGA Allegedly Aggrieved Employees, as per the terms of the Stipulation.

10 16. The Court finds that during the course of the litigation, the Parties and their respective
11 counsel at all times complied with the requirements of Section 128.7 of the California Code of Civil
12 Procedure.

13 17. Pursuant to California Rules of Court 3.769(h), without affecting the finality of the
14 Judgment in any way, this Court hereby retains continuing jurisdiction over: (a) enforcement of the
15 Stipulation; and (b) hearing and determining Plaintiffs' Counsel's Fee and Expense Application. The
16 Court determines, consistent with Section 904.1 of the California Code of Civil Procedure, that there
17 is no just reason for delay and hereby certifies all paragraphs on this Final Judgment and Order of
18 Dismissal with Prejudice as final and appealable.

19
20 **NOW, THEREFORE, IT IS HEREBY ORDERED.**

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23 Dated: _____

24 Hon. Eddie C. Sturgeon
25 Judge of the Superior Court of the State of
26 California for the County of San Diego
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EXHIBIT E

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JEREMY MANNING, on behalf of himself and all others similarly situated,)	CASE NO.:37-2015-00020773-CU-OE- CTL (Manning -Lead Case)
Plaintiff,)	
vs.	)	CASE NO.:37-2017-00049679-CU-OE- CTL (Reed Case)
MAX LAUFER, INC., a California Corporation dba MAXCARE AMBULANCE; and DOES 1 through 500, inclusive,	)	FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE
Defendants.)	
	)	Date: April 9, 2021
	)	Time: 9:00 a.m.
	)	Place: Department C-67
TABITHA REED, on behalf of herself and all others similarly situated,	)	Judge: Hon. Eddie C. Sturgeon
Plaintiffs,	)	[IMAGED FILE]
vs.)	
MAX LAUFER, INC., a California corporation dba MAXCARE AMBULANCE; and DOES 1 through 10, Inclusive.)	
)	

This matter came before the Court for hearing on April 9, 2021 pursuant to the Order Preliminarily Approving Settlement, dated November 20, 2020 (“Preliminary Approval Order”), on the application of the parties for approval of the settlement set forth in the Stipulation of Class Action Settlement and Release between Plaintiffs and Defendants, dated as of July 27, 2020 (the

1 “Stipulation”). Due and adequate notice having been given to the Class as required in said
2 Preliminary Approval Order, and the Court having considered all papers filed and proceedings in this
3 case, and otherwise being fully informed in the matter and good cause appearing:

4 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

5 1. This Judgment incorporates by reference the definitions in the Stipulation, and all
6 terms used herein shall have the same meanings set forth in the Stipulation.

7 2. This Court has jurisdiction over the subject matter of the litigation and over all parties
8 to the litigation, including all Members of the Class including all PAGA Allegedly Aggrieved
9 Employees.

10 3. Pursuant to California Rules of Court 3.769(d) and Section 382 of the California Code
11 of Civil Procedure, the Court has previously certified a provisional settlement class defined as: 1) any
12 and all hourly, non-exempt, Emergency Medical Technicians employees from June 19, 2011 to
13 August 16, 2020 including approximately 158 PAGA employees employed from November 22, 2016
14 to August 16, 2020 for MAX LAUFER, INC. dba MAXCARE AMBULANCE (the “Class Period”)
15 as verified by Defendants’ personnel and payroll records, and excluding any person who submits a
16 timely and valid Request for Exclusion from the Class (the “Class”).

17 4. Pursuant to California Rules of Court 3.769(d) and Section 382 of the California Code
18 of Civil Procedure, with respect to the Class, this Court finds and concludes for purposes of
19 settlement that: (a) the Members of the Class are so numerous that joinder of all Class Members in
20 the Class action is impracticable; (b) there are questions of law and fact common to the Class which
21 predominate over any individual question; (c) the claims of Plaintiffs Jeremy Manning and Tabitha
22 Reed (“Plaintiffs”) are typical of the claims of the Class; (d) Plaintiffs and their counsel have fairly and
23 adequately represented and protected the interests of the Class Members; and (e) a class action is
24 superior to other available methods for the fair and efficient adjudication of the controversy. It is
25 further ordered that, as contemplated in the Stipulation, the case is now certified as a Class Action,
26 for the purpose of granting final approval to the settlement.

27 5. The Court hereby finds and concludes that there have been no objections to the motion
28 for final approval of the proposed settlement, there have been no objections to the motion for

1 approval of attorneys' fees, expenses and costs including claims administration, there have been no
2 objections to the incentive award to the Representative Plaintiffs by any Class Member, and there
3 have been no objections to the proposed payment of civil penalties to the California Labor and
4 Workforce Development Agency (LWDA) and allegedly aggrieved employees under the provisions
5 of the California Private Attorneys General Act (PAGA). In addition, the Court hereby finds and
6 concludes that no persons have requested exclusion from the Class.

7 6. Pursuant to California Rules of Court 3.769(a)-(g), the Court, having conducted an
8 inquiry into the fairness of the proposed settlement, hereby approves the settlement set forth in the
9 Stipulation and finds that said settlement is, in all respects, fair, just, reasonable and adequate to the
10 Class.

11 7. The litigation, as well as all of the claims released in the Stipulation, are dismissed on
12 the merits and with prejudice, pursuant to the terms of the Stipulation, as to the Plaintiffs and the
13 other Members of the Class and as against the Released Persons. The Settling Parties are to bear
14 their own costs, except as otherwise provided in the Stipulation.

15 8. The Court finds that the Stipulation and settlement are fair, just, reasonable and
16 adequate as to each of the Settling Parties, that the Stipulation and settlement are hereby finally
17 approved in all respects, and the Settling Parties are directed to perform its terms.

18 9. Upon the Effective Date, Plaintiffs Jeremy Manning and Tabitha Reed, and each of
19 the Class Members, shall be deemed to have, and by operation of the Judgment do, fully, finally, and
20 forever release, relinquish and discharge all claims released in the Stipulation against each and all of
21 the Released Persons. Specifically, upon the Effective Date, including payment by Defendant of all
22 amounts due and owing under the Stipulation and this Judgment, and except as to such rights or
23 claims created by the Settlement, the Plaintiffs and each Class Member who has not submitted a valid
24 and timely request for exclusion, each fully releases and discharges Defendants, their present and
25 former parent companies, subsidiaries, related or affiliated companies, shareholders, officers,
26 directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity
27 which could be jointly liable with Defendants and their respective present and former parent
28 companies, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees,

1 agents, attorneys, insurers, successors and assigns (collectively “Releasees”), from any and all claims,
2 debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, action
3 or causes of action, and liabilities of any nature whatsoever, whenever incurred, including costs,
4 expenses, penalties, and attorneys’ fees, known or unknown, suspected or unsuspected, in law or
5 equity, that the Plaintiffs and/or any member of the Class, including their respective predecessors,
6 successors, agents, representatives, executors, administrators, decedents, dependents, heirs,
7 beneficiaries, attorneys, employees, assignors and assignees, ever had, now has, or hereafter can,
8 shall, or may have, relating in any way to the facts and/or conduct and/or omissions giving rise to the
9 above-captioned action, specifically including statutory claims for: (1) failure to provide meal periods
10 under California law; (2) failure to authorize and permit rest breaks under California law; (3) failure
11 to provide properly itemized wage statements under California law; (4) waiting time penalties under
12 California Labor Code § 203 for failure to pay final wages in violation of California Labor Code §§
13 201-202; (5) unlawful and unfair business acts and practices in violation of California Business &
14 Professions Code §§ 17200 *et seq.*; and (6) claims for civil penalties under PAGA, whether such
15 claims are known or unknown, suspected or unsuspected (“Released Claims”). This release shall run
16 from June 11, 2011 through August 16, 2020.

17 10. All Class Members are forever barred and enjoined from prosecuting any and all of
18 the claims released in the Stipulation against any and all of the Released Persons.

19 11. Upon the Effective Date, each of the Released Persons shall, by operation of the
20 Judgment fully, finally, and forever release, relinquish and discharge each and all of the Plaintiffs, the
21 other Class Members, and counsel to the Plaintiffs, including Plaintiffs’ Counsel, from all claims
22 (whether or not known or suspected) arising out of, relating to, or in connection with the institution,
23 prosecution, assertion or resolution of the litigation or the Released Claims.

24 12. The Court finds notice was given to the Class substantially in the manner and form set
25 forth in Preliminary Approval Order, including the individual notice to all Members of the Class who
26 could be identified through reasonable effort. Said notice provided the best notice practicable under
27 the circumstances of these proceedings and of the matters set forth in the notice, including the
28 proposed settlement set forth in the Stipulation, to all persons entitled to such notices, and said

1 notices met and fully satisfied the requirements of California Rules of Court 3.769(f), Section 382 of
2 the California Code of Civil Procedure, and due process, and constitute due and sufficient notice to
3 all Persons entitled to notice.

4 13. Neither the Stipulation nor the settlement contained herein, nor any act performed or
5 document executed pursuant to or in furtherance of the Stipulation or the settlement: (i) is or may
6 be deemed to be or may be used as an admission of, or evidence of, the validity of any Released
7 Claim, or any wrongdoing or liability of Defendants or their Related Parties, or the appropriateness
8 of certification of any class in a non-settlement context; (ii) is or may be deemed to be or may be used
9 as an admission of, or evidence of, any fault or omission of Defendants or any of their Related Parties
10 in any civil, criminal or administrative proceeding in any court, administrative agency or other
11 tribunal; or (iii) shall be offered in evidence or alleged in any pleading by any party hereto,
12 Defendants' counsel or Plaintiffs' Counsel. Released Persons may file the Stipulation and/or the
13 Judgment from this litigation in any other action that may be brought against them in order to support
14 a defense or counterclaim based on principles of *res judicata*, *collateral estoppel*, release, good-faith
15 settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or similar
16 defense or counterclaim.

17 14. The Court hereby awards attorneys fees and costs to John R. Goffar, Esq., Advantage
18 Law Group, as the Lead Plaintiffs' Counsel for the Class, in an aggregate amount of \$120,943.90
19 (\$109,999.80 fees + \$11,610.90 in costs), attorneys fees and costs to Jeff Geraci, Esq., Cohelan
20 Khoury & Singer, as Plaintiff's Counsel for the Class, in an aggregate amount of \$54,722.34
21 (\$51,333.24 fees + \$3,389.10 in costs), attorneys fees to Steven Haskins & Associates, APC in the
22 amount of \$21,999.96, an amount of \$5,000.00 as a reasonable incentive award to the Plaintiff
23 Jeremy Manning, an amount of \$5,000.00 as a reasonable incentive award to the Plaintiff Tabitha
24 Reed, and the payment of notice and claims administrative fees and costs to CPT Group, Inc. of
25 \$11,500.00. The Court finds that the rate and amount of fees awarded is fair and reasonable under
26 a percentage basis and the lodestar/multiplier method. The Court hereby orders that the attorneys'
27 fees and costs awarded to the Plaintiffs' Counsel for the Class, and the incentive awards to Plaintiffs
28 Jeremy Manning and Tabitha Reed, and notice and claims administrative fees and costs to CPT

1 Group. Inc., as awarded by the Court, shall be paid by Defendant after this Judgment is Final pursuant
2 to the terms of the Stipulation.

3 15. Pursuant to the provisions of PAGA, the Court approves the allocation of civil
4 penalties in the total amount of \$25,000.00. The Court hereby orders that such civil penalties shall
5 be paid by Defendant after this Judgment is Final pursuant to the terms of the Stipulation. Pursuant
6 to California Labor Code § 2699(i), the Court hereby orders that the civil penalties ordered herein
7 shall be distributed as follows: \$18,250.00 (75% of \$25,000.00) of the civil penalties to the
8 California Labor and Workforce Development Agency and \$6,250.00 (25% of \$25,000) of the civil
9 penalties to PAGA Allegedly Aggrieved Employees, as per the terms of the Stipulation.

10 16. The Court finds that during the course of the litigation, the Parties and their respective
11 counsel at all times complied with the requirements of Section 128.7 of the California Code of Civil
12 Procedure.

13 17. Pursuant to California Rules of Court 3.769(h), without affecting the finality of the
14 Judgment in any way, this Court hereby retains continuing jurisdiction over: (a) enforcement of the
15 Stipulation; and (b) hearing and determining Plaintiffs' Counsel's Fee and Expense Application. The
16 Court determines, consistent with Section 904.1 of the California Code of Civil Procedure, that there
17 is no just reason for delay and hereby certifies all paragraphs on this Final Judgment and Order of
18 Dismissal with Prejudice as final and appealable.

19
20 **NOW, THEREFORE, IT IS HEREBY ORDERED.**

21
22
23 Dated: _____

24 Hon. Eddie C. Sturgeon
25 Judge of the Superior Court of the State of
26 California for the County of San Diego
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JEREMY MANNING, on behalf of himself and all others similarly situated,) CASE NO.:37-2015-00020773-CU-OE-
	) CTL
	) (Manning -Lead Case)
Plaintiff,)
	) CASE NO.:37-2017-00049679-CU-OE-
vs.	) CTL
	) (Reed Case)
MAX LAUFER, INC., a California Corporation dba)
MAXCARE AMBULANCE; and DOES 1 through	) [proposed] ORDER GRANTING
500, inclusive,	) PROVISIONAL CERTIFICATION OF
	) CLASS AND PRELIMINARY
Defendants.	) APPROVAL OF CLASS ACTION
	) SETTLEMENT AND APPROVING
	) THE FORM AND MANNER OF
	) CLASS AND SETTLEMENT NOTICE
<hr/>	
TABITHA REED, on behalf of herself and all others)
similarly situated,)
	) Date: November 20, 2020
Plaintiffs,	) Time: 11:00 a.m.
vs.	) Place: Department C-67
MAX LAUFER, INC., a California corporation dba	) Judge: Hon. Eddie C. Sturgeon
MAXCARE AMBULANCE; and DOES 1 through)
10, Inclusive.	) [IMAGED FILE]
)

WHEREAS, the plaintiffs Jeremy Manning and Tabitha Reed, individually on behalf of themselves and representatively on behalf of a plaintiff class, and defendants MAX LAUFER, INC. dba MAXCARE AMBULANCE, and MAX LAUFER, individually (hereinafter “Defendants”), having made a motion for an order preliminarily approving the settlement of the claims alleged against

1 Defendants in this litigation, in accordance with the Stipulation Of Class Action Settlement and
2 Release (the “Stipulation”), which, together with the annexed Exhibits, set forth the terms and
3 conditions for a proposed settlement of the claims alleged against Defendants in this litigation and for
4 dismissal of the litigation against Defendants with prejudice upon the terms and conditions set forth
5 in the Stipulation and the Court having read and considered the Stipulation and the annexed Exhibits:

6 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

7 1. Pursuant to California Rules of Court 3.769(d) and Section 382 of the California Code
8 of Civil Procedure, the Court does hereby certify a provisional settlement class defined as: any and
9 all non-exempt employees of Defendants MAX LAUFER, INC. dba MAXCARE AMBULANCE,
10 who worked as Emergency Medical Technicians for Defendants in California at any time between
11 June 19, 2011 and August 16, 2020 including approximately 158 PAGA Class Members for the time
12 period of November 22, 2016 to August 16, 2020 (the “Class Periods”) as verified by Defendants’
13 personnel and payroll records, and excluding any person who submits a timely and valid Request for
14 Exclusion from the Class (the “Class”). The Court does hereby appoint Jeremy Manning and Tabitha
15 Reed as the Lead Plaintiffs or the Representative Plaintiffs of the Class, and appoints John R. Goffar
16 Esq. of the law firm of Advantage Law Group, A.P.C., as Lead Class Counsel and Jeff Geraci, of the
17 law firm of Cohelan Khoury & Singer.

18 2. The Court does hereby find that the terms of the proposed settlement as described in
19 the Stipulation appear to be fair, proper, fall within the range of reasonableness, and appear to be
20 presumptively valid subject only to any objections that may be raised at the Final Approval Hearing
21 and hereby preliminarily approves the proposed settlement as set forth in the Stipulation subject to
22 further consideration at the Final Approval Hearing described below, pursuant to California Rules of
23 Court 3.769(e). Subject to final approval, the Court hereby accepts and adopts the Stipulation as an
24 Order of the Court.

25 3. A hearing (the “Final Approval Hearing” or “Fairness Hearing”) shall be held before
26 this Court on **April 9, 2021 at 9:00 a.m.**, in Department C-67 of the San Diego Superior Court,
27 located at 330 West Broadway, San Diego, California 92101, to determine whether the proposed
28 settlement of the Litigation on the terms and conditions provided for in the Stipulation is fair, just,

1 reasonable and adequate to the Class and should be approved by the Court; whether judgment as
2 provided for in the Stipulation should be entered; to determine the amount of incentive award to be
3 awarded to the Class Representatives, Manning and Reed; and to determine the amount of fees and
4 expenses that should be awarded to Class Counsel. The Court may adjourn the Fairness Hearing
5 without further notice to Members of the Class.

6 4. The Court approves, as to form and content, the Notice of Proposed Class Action
7 Settlement, annexed hereto as Exhibit “A” (“Class Notice Packet”), and finds that the mailing of this
8 Class Notice Packet substantially in the manner and form set forth in this Order meets the
9 requirements of California Rules of Court 3.769(f), Section 382 of the California Code of Civil
10 Procedure, and due process, and is the best notice practicable under the circumstances and shall
11 constitute due and sufficient notice to all Persons entitled to notice.

12 5. Claims Administrator CPT Group is hereby authorized to supervise and administer the
13 notice procedure as more fully set forth below:

14 (a) not later than **December 11, 2020** (the “Notice Mailing Deadline”), (i) the Claims
15 Administrator shall cause a copy of the Notice of Proposed Class Action Settlement, in substantially
16 similar form as annexed hereto as Exhibit “A”, to be sent by United States mail to all Class Members
17 who have been and can be identified with reasonable effort, and shall also post a copy of the Notice
18 of Proposed Class Action Settlement, in substantially similar form as annexed hereto as Exhibit “A,”
19 on an Internet website (the “Website”) established to provide information about the settlement to
20 Class Members;

21 (b) not later than **March 10, 2021**, Claims Administrator shall deliver to Class Counsel and
22 Defendant’s Counsel to be filed with the Court proof, by affidavit or declaration, of such mailing, and
23 receipt of any valid requests for exclusion.

24 6. All Class Members who do not timely opt out of the Class shall be bound by all
25 determinations and judgments in the litigation concerning the settlement, whether favorable or
26 unfavorable to the Class.

27 7. Class Members who wish to participate in the settlement shall comply with the
28 procedures set forth in the Class Notice.

1 8. Pending final determination of whether the settlement should be approved, neither the
2 Representative Plaintiffs nor any Class Member may either directly, representatively, or in any other
3 capacity, commence or prosecute against any or all of the Released Parties any action or proceeding
4 in any court or tribunal asserting any of the Released Claims.

5 9. Any Person falling within the definition of the Class may, upon request, be excluded
6 from the Class. Any such Person must submit a written request for exclusion to the Claims
7 Administrator such that it is postmarked on or before **February 9, 2021** and sent to the following
8 address:

9 *MaxCare Ambulance Settlement* Class Action Administrator
10 c/o CPT Group
11 50 Corporate Park
 Irvine, CA 92606

12 Class Members who wish to be excluded from the Class shall comply with the procedures set forth
13 in the Class Notice. Such request for exclusion shall include the name, address, and last four (4)
14 digits of the Social Security Number of the person seeking exclusion, the approximate dates of
15 employment, and shall clearly indicate that the sender requests to be excluded from the Class and
16 understands that the sender will not receive any payment or other benefits from the settlement. The
17 request for exclusion shall not be effective unless all of the above information is included, and unless
18 the request for exclusion is made within the time stated above; provided, however, that the Court
19 may, in its discretion, choose to permit exclusion if the request substantially complies with the above
20 requirements. All Persons who submit valid and timely Requests for Exclusion in the manner set forth
21 in this paragraph shall have no rights under the Stipulation, shall not receive any Settlement Fund
22 proceeds, and shall not be bound by the Stipulation or the Final Judgment.

23 10. At any time up to and including the time of the Final Approval Hearing, any Member
24 of the Class may appear and show cause, if he or she has any, why the proposed settlement of the
25 litigation should or should not be approved as fair, just, reasonable and adequate, or why a Judgment
26 should or should not be entered, or why the proposed service payments to the named Plaintiffs should
27 not be awarded, or why attorneys' fees and expenses should or should not be awarded to Class
28 Counsel. Any written objections shall state each specific objection and any legal support for each

1 objection. The written objection must also state the Class Member's name, address, and telephone
2 number of the objector and approximate dates of his or her employment by Defendants MAX
3 LAUFER, INC. dba MAXCARE AMBULANCE. Any written objections to approval of the
4 settlement, and any supporting papers and briefs, must be filed with the Clerk of the Court, San Diego
5 Superior Court, 330 West Broadway, San Diego, California 92101, and properly served upon the
6 following attorneys:

7 **To Class Counsel:**

8 **Counsel for Plaintiffs**

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17 605 C Street, Suite 200, San Diego, CA 92101
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18 Attorneys for Plaintiff, Tabitha Reed

19 **Counsel for Defendants:**

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23 E-Mail: christopher.harmon@lewisbrisbois.com
24 650 Town Center Drive, Suite 1400, Costa Mesa, California 92626
Telephone: (714) 545-9200
25 Facsimile: (714) 850-1030

26 Any Member of the Class who does not make his or her objection in the manner provided shall be
27 deemed to have waived such objection and forever shall be foreclosed from making any objection to
28 the fairness, justness, reasonableness or adequacy of the proposed settlement as incorporated in the

1 Stipulation, and to the service payments awarded to the named Plaintiffs, and to the award of
2 attorneys' fees and expenses to Class Counsel, unless otherwise ordered by the Court.

3 11. All papers in support of the final approval of the settlement, Class Counsels' Fees,
4 Expenses, and Representative Plaintiffs' Incentive Awards shall be filed with the Court and served
5 on or before **March 18, 2021**.

6
7 IT IS SO ORDERED.

8
9 Dated: _____

10 _____
11 Hon. Eddie C. Sturgeon
12 Judge of the Superior Court of the State of
13 California for the County of San Diego
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