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**ENDORSED
FILED
ALAMEDA COUNTY**

JUL 31 2015

K. McCoy, Exec. Off./Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

ALEXANDER GUREVICH, et al.,

Plaintiff,

v.

ROYAL AMBULANCE, INC., et al.,

Defendants.

KEVIN DICKENS, et al.,

Plaintiffs,

v.

ROYAL AMBULANCE, INC., et al.,

Defendants.

Defendants.

CASE NOS.: RG12631895 (Lead Case)
RG12639791

[Assigned to the Hon. Wynne Carvill, Dept. 21]

CLASS ACTION

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

Hearing Date: July 31, 2015

Time: 8:30 a.m.

Place: Dept. 21

Reference No.: R-1643375

Complaints filed: May 24, 2012
July 18, 2012

Trial Date: Not set

1 The Court, having considered the Joint Motion for Final Approval of Class Action Settlement and
2 Motion for Approval of Attorneys' Fees and Litigation Costs, and For Service Payments in the above-
3 captioned action, having read and considered all of the papers of the parties and their counsel, having
4 granted preliminary approval of this settlement on April 10, 2015, and directed that notice be given to all
5 Class Members of preliminary approval of Parties' Class Action Settlement Agreement and Stipulation
6 (the "Settlement Agreement" or "Stipulation") and the final approval hearing and the right to be excluded
7 from the settlement, having received no objections or opposition to the settlement, and good cause
8 appearing,

9 IT IS HEREBY ORDERED:

10 1. The settlement of the above-captioned class action as embodied in the Settlement
11 Agreement is fully and finally approved. The Settlement Agreement is hereby incorporated by reference
12 and attached as Exhibit 1 to this Order. Except as otherwise specified herein and for purposes of this
13 Order Granting Judgment Upon Final Approval Of Class Action Settlement ("Final Approval Order"),
14 the terms used in this Order have the meaning assigned to them in the Settlement Agreement, Notice of
15 Proposed Class Action Settlement and Fairness Hearing ("Class Notice"), and the Motions for
16 Preliminary and Final Approval of the Class Action Settlement and Motion for Approval of Attorneys'
17 Fees and Litigation Costs, and Service Payments.

18 2. Pursuant to California Rules of Court, rule 3.769(d), this Court makes final the conditional
19 class certification contained in the Order Granting Preliminary Approval of Class Action
20 Settlement, and thus certifies a class defined as:

21 All individuals who are currently or were formerly employed by Defendant as Emergency
22 Medical Technicians - Ambulance Drivers, from May 24, 2008, through April 10, 2015.

23 3. Named Plaintiffs Alexander Gurevich, Kevin Dickens, Patrick Oppido, Spencer Stecz,
24 Chris Hern, and Philip Jones are hereby appointed and designated, for all purposes, as the representatives
25 for the Class, and Gerson H. Smoger and Steven M. Bronson of Smoger & Associates, David M.
26 Arbogast of Arbogast Law APC, Arthur Siegel of Law Offices of Arthur R. Siegel, and Robert S. Jaret
27 and Phillip A. Jaret of Jaret & Jaret, are hereby appointed and designated as counsel for the Named
28 Plaintiffs and the Class. The Court finds that the attorneys for the Class are experienced class action

1 litigators and have diligently investigated and conducted discovery on the Class claims sufficient to
2 justify his negotiation and presentation of the settlement terms and their fairness, reasonableness, and
3 adequacy, which further supports the Settlement.

4 4. The Court hereby finds that the Class Notice and all related documents have been mailed
5 to all Class Members as previously ordered by the Court, and that such Class Notice fairly and adequately
6 described the terms of the proposed Settlement Agreement, the manner in which Class Members could
7 object to or participate in the settlement, and the manner in which Class Members could opt out of the
8 Class; was the best notice practicable under the circumstances; was valid, due and sufficient notice to all
9 Class Members; and complied fully with Civil Code § 1781(e), California Rules of Court, rule 3.769, due
10 process and all other applicable laws. The Court further finds that a full and fair opportunity has been
11 afforded to Class Members to participate in the proceedings convened to determine whether the proposed
12 Settlement Agreement should be given final approval. Accordingly, the Court hereby determines that
13 since no Class Members filed a timely and proper request to be excluded from the settlement, all Class
14 Members are bound by this final Order. Any Class Members who are found to have submitted such a
15 request for exclusion shall be excluded from the binding effect of this Settlement.

16 5. The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to the
17 Class and is a fair resolution of the claims of the Plaintiffs against the Defendant. The Court further finds
18 that the Settlement is the product of good faith, arm's-length negotiations between the parties, is
19 supported by a robust and developed evidentiary record, experienced and qualified Class Counsel who
20 were assisted by an experienced mediator, and all participating members of the Class, and confers a
21 significant financial benefit to the Class commensurate with the likely recovery if Plaintiffs prevailed at
22 trial and the risks of continued litigation. The Court further finds that the Settlement Agreement is
23 consistent with public policy, and fully complies with all applicable provisions of law, including the
24 provisions of Code of Civil Procedure section 382 and California Rules of Court, rule 3.760. The nature
25 of the claims, the strength of Defendant's defenses, the amounts paid under the Settlement, the allocation
26 of settlement proceeds among the Class Members and the fact that a settlement represents a compromise
27 of the Parties' respective positions rather than the result of a finding of liability at trial all support the
28 Court's decision granting final approval. The following factors also support the decision granting final

1 approval: the risk, expense, complexity and likely duration of further litigation; the risk of not obtaining
2 certification of, and maintaining, a class action status throughout the proceedings; and the extent of
3 discovery completed and the stage of the proceedings. The amounts agreed to be paid by Defendant,
4 including the settlement payments to be paid to Class Members as provided for by the Settlement
5 Agreement, are fair and reasonable under the facts of this case. The reaction of the Class Members to the
6 proposed settlement, including the fact that there were no objections or opt out requests submitted,
7 further supports the Court's decision granting final approval. Accordingly, the Court hereby finally and
8 unconditionally approves the Settlement Agreement, and specifically:

9 a. Approves the Gross Settlement Amount ("GSA") of Six Hundred Fifty Thousand
10 Dollars (\$650,000.00). This amount is the full amount that Defendant is required to pay under
11 this Settlement Agreement, with the exception of any applicable employer's share of payroll
12 taxes, if any, which Defendant has agreed to pay in addition to the GSA, and any reasonable
13 claims administration fees in excess of \$10,000.00, pursuant to the Settlement Agreement;

14 b. Approves that \$10,000 of the Settlement Fund be designated as California Labor
15 and Workforce Development Agency's 75 percent share of civil penalties under Labor Code section
16 2699(i), to resolve the PAGA claims;

17 c. Approves the application for Class Representative service awards of \$10,000 to
18 Named Plaintiffs Gurevich and Dickens, and \$3,000 to Named Plaintiffs Oppido, Stecz, Hern, and Jones;

19 d. Approves Class Counsel's request for an award of \$216,666.67, which equals
20 thirty-three and one-third percent (33 1/3%) of the GSA, as reasonable attorneys' fees, of which shall be
21 distributed pro-rata with each of the settlement payments, and subject to a 10% hold back fund for the
22 purposes of any unforeseen costs arising in the final administration of the settlement agreement.

23 e. Approves Class Counsel's request for reimbursement of litigation expenses of
24 \$21,097.70; and directs that, except as provided in subparagraphs e and f, each party shall bear his/her
25 and or its own costs and attorneys' fees.

26 f. Approves payment to Angeion Group, the Settlement Administrator, of \$10,000,
27 as costs and expenses of settlement administration;

28 g. Approves the payment from the Net Settlement Fund of amounts determined by

1 the Settlement Administrator to be due to Class Members, including the allocation of such amounts
2 between wages and interest and penalties, as specified in the Settlement Agreement.

3 6. The Court orders the following Implementation Schedule for further proceedings:

4 Within 30 days after the Effective Date (as 5 defined in the Settlement Agreement)	Settlement Administrator to distribute and 6 pay from the Settlement Fund: (1) first mailing 7 of settlement share checks to all Settlement 8 Class Members, (2) Class Counsel's pro-rata 9 attorneys' fees (other than a 10% holdback 10 pending the final accounting) and all litigation 11 costs, (3) payment to LWDA, and (4) checks 12 for Class Representatives' service payments.
13 No later than December 31, 2015	Defendant shall deliver the second installment of 14 \$100,000.00 to the Settlement Administrator
15 No later than 15 days after December 31, 16 2015	Settlement Administrator to distribute and pay 17 from the Settlement Fund: (1) second mailing of 18 settlement share checks to all Settlement 19 Class Members, (2) Class Counsel's 20 attorneys' fees (other than a 10% holdback 21 pending the final accounting)
22 No later than December 31, 2016	Defendant shall deliver the third installment of 23 \$100,000.00 to the Settlement Administrator
24 No later than 15 days after December 31, 25 2016	Settlement Administrator to distribute and pay 26 from the Settlement Fund: (1) final mailing of 27 settlement share checks to all Settlement 28 Class Members, (2) Class Counsel's attorneys' fees (other than a 10% holdback pending the final accounting)
180 days after mailing of Settlement Checks	Any uncashed checks become void and Settlement Administrator to stop payment. Amounts of voided checks distributed to the cy pres beneficiaries as soon as practicable thereafter.
July 13, 2017, 9:00 a.m.	Compliance Hearing for Final Accounting. If a satisfactory compliance statement, supported by declaration(s) from the Claims Administrator and/or Class Counsel, is submitted no later than 5 court days before the compliance hearing, no appearances will be required. Upon approval of the final accounting, the court will order that the settlement administrator remit the remaining 10% of attorney's fees to Class Counsel. Class Counsel shall provide an appropriate form of order to the court for this purpose.

7. The releases and covenants not to sue by the Class Representatives and Settlement

1 Class Members, as set forth in the Settlement Agreement and in the Class Notice and corresponding
2 Motions for Preliminary and Final Approval, are approved and are hereby incorporated by reference and
3 made a part of this Order as though fully set forth herein. The schedule set forth above is without
4 prejudice to the right of the Defendant to accelerate payments of installments of the Gross Settlement
5 Amount, resulting in a single or two distributions of Settlement Awards to the Settlement Class Members
6 consistent with the terms of the Settlement Agreement, and no further approval is necessary for such
7 election.

8 8. By means of this Final Approval Order, final judgment is entered, as defined in section
9 577 of the Code of Civil Procedure, binding each Settlement Class Member and operating as a full
10 release and discharge of Settled Claims.

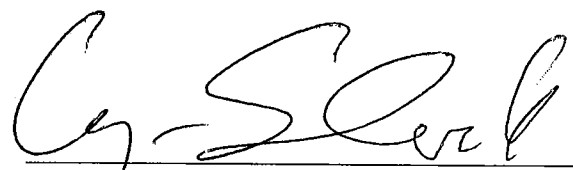
11 9. Without affecting the finality of this Order, per Rule 3.769(h), the Court retains continuing
12 jurisdiction over the litigation exclusively for purposes of supervising, implementing, interpreting and
13 enforcing this Order and the Settlement Agreement, to evaluate the declaration of the Settlement
14 Administrator as set forth in paragraph 33 of the Settlement Agreement, and, if necessary, to conduct a
15 further hearing on certification of distribution of settlement amounts as specified above.

16 10. The Parties are hereby ordered to implement and comply with the terms of the
17 Settlement Agreement. Notice of entry of this Order and the ensuing final judgment shall be given to
18 Defendant by Plaintiffs. It shall not be necessary to send notice of entry of this Order or the final
19 judgment to Class Members.

20 11. Judgment is entered in this case, as of the date this order is filed with the Court, barring
21 the Settled Claims with prejudice, each side to bear their own costs and fees (including attorneys' fees)
22 except as provided by the Settlement Agreement and this Order. Defendant shall not be required to pay
23 any amounts other than as set forth in the Settlement Agreement and this Order.

24 **IT IS SO ORDERED.**

25
26 Dated: July 31, 2015


HON. WYNNE CARVILL
JUDGE OF THE SUPERIOR COURT