

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

JUN 07 2013

ALAN CARLSON, Clerk of the Court

BY H. QUACH

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Superior Court of California,
County of Orange

06/07/2013 at 08:37:18 AM
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SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CIVIL COMPLEX CENTER

ERIC COOPER and HEIDY MAGANA, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

vs.

EASTWESTPROTO, INC., LIFELINE
AMBULANCE, GENADY GORIN, and Does 1
through 100, inclusive,

Defendants.

No. 30-2012-00552236-CU-OE-CXC

Unlimited Civil Case
The Amount Demanded Exceeds \$25,000

ASSIGNED FOR ALL PURPOSES TO:
JUDGE STEVEN L. PERK
DEPT: CX102

(PROPOSED) ORDER:

- a) GRANTING PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT AND
PROVISIONALLY CERTIFYING
THE SETTLEMENT CLASS;
- b) APPROVING THE FORM AND
MANNER OF NOTICE TO
PROVIDE TO THE PROPOSED
SETTLEMENT CLASS AND
DIRECTING THAT A NEUTRAL
THIRD PARTY GIVE SUCH
NOTICE TO THE PROPOSED
SETTLEMENT CLASS;
- c) APPROVING HEFFLER CLAIMS,
INC., A NEUTRAL THIRD PARTY,
AS CLAIMS ADMINISTRATOR;
- d) SETTING A HEARING FOR FINAL
APPROVAL OF THE PROPOSED
SETTLEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS

(PROPOSED) ORDER

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**TO CLASS COUNSEL AND
ENHANCEMENT TO CLASS
REPRESENTATIVE;**

**e) APPOINTING QUALLS &
WORKMAN, LLP AS CLASS
COUNSEL; AND,**

**f) APPOINTING NAMED
PLAINTIFFS ERIC COOPER AND
HEIDY MAGANA AS CLASS
REPRESENTATIVE**

**DATE: June 7, 2013
TIME: 10:30 a.m.
DEPT: CX102
JUDGE: Steven L. Perk**

On June 7, 2013, a hearing was held on the application of Plaintiffs Eric Cooper and Heidy Magana ("Plaintiffs") for preliminary approval of the parties' proposed settlement; approval of the notice to be sent to the class about the settlement and the claims form, appointment of the settlement administrator; and the setting of a date for the hearing on the parties' motion for final approval of the settlement and Plaintiffs' motion for the Class Representative Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment. Daniel H. Qualls of Qualls & Workman, LLP, appeared for Eric Cooper and Heidy Magana and Mark W. Huston of Silverstein & Huston, appeared for Defendants Eastwestproto, Inc., Lifeline Ambulance, and Genady Gorin.

The Court having read and considered the papers on the motion, the arguments of counsel, and the law, and good cause appearing therefore,

IT IS ORDERED:

The proposed Settlement Agreement ("Settlement") (Declaration of Daniel H. Qualls in Support of Application and Memorandum of Points and Authorities in Support of Application for Order: a) Granting Preliminary Approval of Class Settlement and Provisionally Certifying the Settlement Class, et al. ["Qualls Decl."], EX J) is granted as it meets the criteria for preliminary settlement approval. The Settlement falls within the range of possible approval as fair, adequate

1 and reasonable, and appears to be the product of arm's length and informed negotiations and to treat
2 all Class Members fairly.

3 1. The Court grants the parties' request to provisionally certify the proposed settlement
4 class as defined by the Settlement. The Court provisionally finds that the proposed class is
5 sufficiently numerous such that class administration of the claims is warranted. The Court further
6 provisionally finds that the claims presented in the Complaint filed by Plaintiffs gives rise to
7 predominant common questions of law and fact among members of the settlement class, that
8 Plaintiffs' claims are typical of those of the class, and that efficient administration of the claims of
9 individual class members recommends certification of the class. The Court further provisionally
10 finds Qualls & Workman, LLP to be sufficiently experienced and proficient in class action
11 proceedings that they may act as Class Counsel. The Court further provisionally finds that Eric
12 Cooper and Heidi Magana may act as class representatives.

13 2. Plaintiffs' proposed notice plan is constitutionally sound because individual notices
14 will be mailed to all Class Members, and such notice is the best notice practicable. Plaintiffs'
15 proposed form of Notice of Proposed Settlement of Class Action, Preliminary Approval of
16 Settlement, and Hearing Date for Final Court Approval (Attachment A hereto), and proposed form
17 of Claims Form (Attachment B hereto) (collectively, the "Class Notice Packet") are sufficient to
18 inform Class Members of the terms of the Settlement, their rights under the Settlement, their rights
19 to object to the settlement, their right to receive a Settlement Share and, their right to elect not to
20 participate in the Settlement, the processes for doing so, and the date and location of the final
21 approval hearing; and therefore the Court approves them all.

22 3. The Court appoints Heffler Claims, Inc. to act as the Settlement Administrator,
23 pursuant to the terms set forth in the Settlement.

24 4. Any Class Member who wishes to claim his or her Settlement Share has 45 days
25 after the mailing of the Class Notice Packet to date, sign, and return his or her Claims Form. The
26 Class Member may make corrections of the personnel information appearing on the Claims Form
27 and submit supporting documentation prior to returning the form.

28 5. Any Class Member who wishes to object to the Settlement has until 45 days after the

1 mailing of the Class Notice Packet to submit his or her objection pursuant to the procedures set
2 forth in the Class Notice.

3 6. Any Class Member who wishes not to participate in the Settlement has until 45 days
4 after the date the Settlement Administrator mails the Class Notice Packet to submit an Election to
5 Opt Out of Class and Not Participate in Settlement.

6 7. Heffler Claims, Inc. will disseminate the Class Notice Packet according to the notice
7 plan described in the Settlement Agreement and substantially in the form submitted by the parties.
8 The parties will submit proof of distribution of notice at or prior to the final approval hearing.
9 Heffler Claims, Inc. shall provide Class Counsel and the Court the identification of any Class
10 Member(s) who opt out of the Settlement prior to the final approval hearing. Final approval papers
11 are to be filed not later than 14 days before the final approval hearing.

12 8. The Court directs Defendants to provide to Heffler Claims, Inc. the Class Data
13 within 10 days after the date of this order the Class Data, as specified by the Settlement Agreement.

14 9. The Court directs Heffler Claims, Inc. to mail the approved Class Notice Packet by
15 first-class mail to the Class Members within 15 days after receipt of the Class Data from
16 Defendants. The envelope in which Heffler Claims, Inc. will mail the Class Notice Packet shall
17 have the following language above the Class Members' address: "Please open immediately. This
18 letter concerns an ongoing lawsuit in which your rights may be affected."

19 10. The Court will hold a hearing on August 16, 2013; at 10:30 a.m., to determine
20 whether the Court should grant final approval of the Settlement as fair, reasonable, and adequate.
21 The Court will hear all evidence and argument necessary to evaluate the Settlement, and will
22 consider Plaintiffs' request for the Class Representative Enhancement and Class Counsel's request
23 for the Class Counsel Attorneys' Fees Payment and the Class Counsel Litigation Expenses
24 Payment. Class Members and their counsel may support or oppose the Settlement and the motion
25 for awards of the Class Representative Payment and the Class Counsel Fees Payment and Class
26 Counsel Litigation Expenses Payment, if they so desire, as set forth in the Class Notice.

27 11. Any Class Member may appear at the final approval hearing in person or by his or
28 her own attorney, and show cause why the Court should not approve the Settlement, or object to the

1 motion for awards of the Class Representative Enhancement Payment and the Class Counsel Fees
2 Payment and Class Counsel Litigation Expenses Payment. For any objections to be considered at
3 the hearing, the Class Member must file the written objection with the Clerk of Court indicating
4 briefly the nature of the Class Member's objection. Such objections must be filed with the Court,
5 and mailed to Class Counsel, not later than forth five (45) days after mailing of the Class Notice
6 Packet.

7 12. The Court reserves the right to continue the date of the final approval hearing
8 without further notice to Class Members. The Court retains jurisdiction to consider all further
9 applications arising out of or in connection with the Settlement.

10
11 Date: June 7, 2013


Hon. Steven L. Perk
Judge of the Superior Court

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ATTACHMENT A

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CIVIL COMPLEX CENTER

ERIC COOPER and HEIDY MAGANA, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

vs.

EASTWESTPROTO, INC., LIFELINE
AMBULANCE, GENADY GORIN, and Does 1
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Defendants.

No. 30-2012-00552236-CU-OE-CXC

Unlimited Civil Case
The Amount Demanded Exceeds \$25,000

ASSIGNED FOR ALL PURPOSES TO:
JUDGE STEVEN L. PERK
DEPT: CX102

**NOTICE OF CLASS ACTION AND
PROPOSED SETTLEMENT OF CLASS
ACTION, PRELIMINARY COURT
APPROVAL OF SETTLEMENT, AND
HEARING DATE FOR FINAL COURT
APPROVAL**

**TO: ALL PERSONS WHO HAVE BEEN EMPLOYED BY EASTWESTPROTO,
INC., LIFELINE AMBULANCE, OR GENADY GORIN (THE
"DEFENDANTS"), AS AN AMBULANCE DRIVER OR ATTENDANT IN
THE STATE OF CALIFORNIA AT ANY TIME BETWEEN MARCH 8, 2008,
THROUGH [INSERT THE DATE ON WHICH THE COURT GRANTS
PRELIMINARY APPROVAL TO THE SETTLEMENT].**

**PLEASE READ THIS NOTICE CAREFULLY; IT MAY AFFECT YOUR LEGAL
RIGHTS TO CLAIM ADDITIONAL WAGES WHILE YOU WERE EMPLOYED
BY DEFENDANTS DURING THE TIME PERIOD SHOWN ABOVE.**

**THE NOTICE INFORMS YOU OF YOUR MEMBERSHIP IN A CERTIFIED
CLASS IN THIS ACTION; A SETTLEMENT THAT HAS BEEN REACHED IN
THIS ACTION WHICH, IF APPROVED, WILL DETERMINE THE OUTCOME OF**

1 **THIS ACTION AND YOUR RIGHTS TO SHARE IN THE SETTLEMENT**
2 **PROCEEDS; AND YOUR RIGHT TO OBJECT TO THE SETTLEMENT OR TO**
3 **ELECT NOT TO PARTICIPATE IN THE CLASS AND THE SETTLEMENT.**

4 **IF YOU WISH TO OBJECT TO THE SETTLEMENT, YOU MUST FOLLOW THE**
5 **DIRECTIONS IN THIS NOTICE.**

6 **IF YOU DO NOT WANT TO PARTICIPATE IN THE CLASS AND THE**
7 **SETTLEMENT, YOU MUST COMPLETE AND RETURN A REQUEST FOR**
8 **EXCLUSION FROM CLASS ACTION SETTLEMENT ON OR BEFORE AUGUST**
9 **5, 2013, OR ELSE YOU WILL BE BOUND BY THE SETTLEMENT.**

10 **IF YOU WISH TO RECEIVE A SHARE OF THE SETTLEMENT PROCEEDS,**
11 **YOU MUST REVIEW, COMPLETE, SIGN, AND RETURN TO THE CLAIMS**
12 **ADMINISTRATOR THE ENCLOSED CLAIMS FORM BY AUGUST 5, 2013, OR**
13 **ELSE YOU WILL NOT BE ENTITLED TO RECEIVE A SETTLEMENT SHARE.**
14 **IF ANY INFORMATION APPEARING ON YOUR CLAIMS FORM IS**
15 **INCORRECT, ENTER YOUR CORRECTIONS ON THE FORM AND ATTACH**
16 **ANY SUPPORTING DOCUMENTATION BEFORE RETURNING THE FORM TO**
17 **THE CLAIMS ADMINISTRATOR.**

18 Pursuant to the Order of the Superior Court of California, County of Orange (the "Court"),
19 entered on July 7, 2013, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

20 **1. WHAT IS THIS NOTICE ABOUT?**

21 A proposed settlement (the "Settlement") has been reached between Plaintiffs Eric Cooper
22 and Heidy Magana, the class representatives ("Plaintiffs"), and Eastwestproto, Inc., Lifeline
23 Ambulance, and Genady Gorin ("Defendants"), in the class action pending in the Court brought on
24 behalf of a class composed of the following individuals:

25 Persons employed by Defendants in California as ambulance drivers and attendants in the
26 four years preceding the filing date of this lawsuit and the present ("the Class").

27 The Court preliminarily approved the Settlement. You received this Notice because
28 Defendants' records show that you are a Class Member. This Notice is designed to inform you of
the action and the proposed Settlement, your right to receive a share of the Settlement, and how you
can object to the Settlement or elect to opt out of the Class and not participate in the Settlement.
Even if you object to the Settlement, unless you request to exclude yourself from the class action
settlement (see attached "Request for Exclusion") and not participate in the Settlement, if it is
finally approved by the Court, the Settlement will bind you.

///

1 **2. BACKGROUND OF THE CASE**

2 On March 8, 2012, Plaintiffs commenced this Action against Defendants in the Superior
3 Court. In the Action, Plaintiffs allege that Defendants, in violation of California wage and hour law
4 and California Business and Professions Code section 17200 et seq., failed to pay overtime wages
5 and failed to provide all legally required meal periods. Plaintiffs sought to certify a class composed
6 of themselves and similarly situated individuals and to recover from Defendants back wages,
7 interest, statutory and civil penalties, and attorneys' fees and costs. Defendants answered Plaintiffs'
8 complaint, denying all of their material allegations. Specifically, Defendants contended (and
9 continues to contend) that a class as proposed by Plaintiffs should not be certified; that Defendants
10 did not fail to pay required overtime wages, that Plaintiffs and the Class were not denied any meal
11 periods; that Defendants did not violate California Business and Professions Code section 17200 et
12 seq.; and that Defendants are not liable for any of the penalties claimed or that could be claimed in
13 the Complaint.

14 After the parties participated in negotiations presided over by a private mediator, in which
15 both sides recognized the substantial risk of an adverse result in the Lawsuit, the Parties agreed to
16 settle the Lawsuit pursuant to the terms and conditions of the Settlement.

17 Defendants deny any liability or wrongdoing of any kind associated with the Lawsuit, and
18 further denies that the action is appropriate for class or representative treatment for any purpose
19 other than settling the Lawsuit. With respect to Plaintiffs' claims, Defendants contend, among other
20 things, that they complied at all times with the California Labor Code, the California Business and
21 Professions Code, all applicable Industrial Welfare Commission Orders, and all other applicable
22 laws, statutes and Orders. Nothing contained in this Notice, nor the fact of this Notice itself, shall
23 be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the
24 part of Defendants. This Notice is a settlement document and shall, pursuant to California Evidence
25 Code sections 1152 and 1154, be inadmissible in evidence in any proceeding, except as necessary to
26 approve, interpret, or enforce the Settlement.

27 **3. SUMMARY OF THE SETTLEMENT**

28 The Settlement provides for the following:

1 a. **Who is included in the Settlement?** All Class Members between March 8,
2 2008, through [Insert the date on which the Court grants preliminary approval to the Settlement],
3 and who fall within the following class:

4 Persons employed by Defendants in California as ambulance drivers and attendants in the
5 four years preceding the filing date of this lawsuit and the present ("the Class").

6 b. **How do I receive money from the Settlement?** If the Settlement is finally
7 approved and you submit a valid and timely completed Claims Form, enclosed herewith, you will
8 receive a portion of the Settlement. You should confirm that the claims administrator has your
9 current contact information so that you can receive your settlement share.

10 c. **What is the total Settlement value?** The maximum total settlement amount
11 that Defendants shall pay is \$360,000 (Three Hundred Sixty Thousand Dollars). This amount
12 represents the maximum payment Defendants shall be required to make under this Settlement, and
13 it shall be used to cover all payments of class claims, administration costs, interest, Class Counsel's
14 attorneys' fees and costs, the Class Representative Payment, and all other payments provided for by
15 this Settlement, with the exception of Defendants' share of applicable payroll taxes, such as the
16 Federal Insurance Contributions Act tax ("FICA"), and the Federal Unemployment Tax Act
17 ("FUTA"), except as noted in the Settlement Agreement.

18 Payment of class claims from the Gross Settlement Fund will be in the form of: (1) a
19 settlement amount allocated to the payment to Class Members to settle all claims for penalties and
20 liquidated damages, and all claims for interest; and, (2) a settlement amount allocated to the
21 payment to Class Members for alleged unpaid wages (collectively, the "Class Member Settlement
22 Awards").

23 All Class Members who submit initial or corrected claims forms that have been
24 adjudged accurate and complete by the Claims Administrator, and who have not filed complete and
25 accurate Requests for Exclusion ("Qualified Claims"), will receive a settlement share.

26 d. **What will I receive from the Settlement?** It is estimated that individual
27 Class Members will receive a payment in an amount ranging from \$ _____ to \$ _____. The Class
28 Member Settlement Awards shall be classified as follows:

1 1. **Calculation.** The Settlement Share for each Participating Class Member will
2 be based on (a) that Participating Class Member's total number of Work
3 Shifts (b) divided by the aggregate number of Work Shifts of all Participating
4 Class Members (with the division rounded to four decimal places) (c)
5 multiplied by the value of the Net Settlement Amount.

6 2. **Withholding.**

7 a. One-third of the Settlement Share (the "Wage Portion") are intended
8 to settle the Participating Class Member's claims for unpaid wages.
9 Accordingly, the Wage Portion will be reduced by applicable payroll
10 tax withholding and deductions; the employer's share of legally
11 required payroll taxes for the Wage Portion will be paid from the
12 Maximum Settlement Amount; and the Settlement Administrator will
13 issue a Form W-2 with respect to the Wage Portion.

14 b. Two-thirds of the Settlement Share (the "Non-Wage Portion") is
15 intended to settle the Participating Class Member's claims for interest
16 and penalties. Accordingly, the Non-Wage Portion will not be
17 reduced by payroll tax withholding and deductions; and, instead, the
18 Settlement Administrator will issue a Form 1099 with respect to the
19 Non-Wage Portion.

20 3. **Effect of Participating Class Members who do not submit valid and**
21 **timely Claims Forms.** A Participating Class Member will receive no
22 Settlement Share if he or she fails to submit a valid and timely Claims Form.
23 His or her Settlement Share instead will be

24 a. distributed to the responsible tax authorities as the Employer's share
25 of payroll taxes on Settlement Shares paid to Participating Class
26 Members who submit valid and timely Claims Forms; then if funds
27 remain;

28 b. distributed to Participating Class Members who submit valid and

timely Claim Forms.

Each member of the Settlement Class will be responsible for characterization for taxation purposes of the payment received.

e. When will I receive my portion of the Settlement? The settlement shares and other amounts will be paid to Class Members who submitted valid and timely Claims Forms after final court approval of the Settlement and after all rights to appeal or review are exhausted or any appeal or review has been resolved in favor of the Settlement.

f. How do I dispute information in my Claims Form?

(1) The Court has appointed Heffler Claims, Inc. (the "Settlement Administrator") to act as an independent administrator and to resolve any dispute concerning the calculation of a Class Member's portion of the Settlement.

(2) The Settlement Administrator shall mail to each Class Member a pre-printed Claim Form, enclosed with this Notice, that states, based on Defendants' payroll records, each Class Member's Total Compensation.

(3) The pre-printed information based on Defendants' records shall be presumed to be correct, unless proof to the contrary is provided to the Settlement Administrator. A Class Member may challenge the pre-printed information on the Claim Form by submitting evidence to the Settlement Administrator along with the Claim Form. If a Class Member disputes the accuracy of Defendants' records or Defendants contend a claim is invalid, the dispute will be referred to the Settlement Administrator, who may communicate with the Class Member, Class Counsel, and counsel for Defendants, may consider any documentation submitted by the Class Member, Class Counsel, and/or Counsel for Defendants, and will issue a decision as to the total amount due, if any, to the Class Member. You may appeal the decision of the Claims Administrator to the Court by filing with the Court a statement setting forth the reasons why you contest the decision within 10 days after the decision of the Claims Administrator. The submission of any dispute to the Settlement Administrator must be made within thirty (30) calendar days of the mailing of the settlement payments or notice of denial of a claim to the Class Member, whichever date is earlier. Any Class Member may, at his/her option, meet with the Settlement Administrator

1 telephonically or in person. If in person, the Class Member will bear all of his/her own travel
2 expenses to the Settlement Administrator's office. Any Class Member may retain an attorney for
3 the interview at the Class Member's own expense. Class Members must complete the Claim Forms
4 in their entirety for them to be considered valid.

5 **g. What claims are being released as part of the Settlement? Plaintiffs.**

6 Plaintiffs (on their own behalf and on behalf of their heirs, executors, administrators and assigns)
7 knowingly and voluntarily release and forever discharge the Released Parties from any and all
8 claims, known and unknown, asserted and unasserted, that they have or may have had against the
9 Released Parties as of the date of execution of this Settlement. Such claims include, but are not
10 limited to: breaches of contract, whether written, oral or implied; violations of any public policy;
11 tort claims including, but not limited to, intentional infliction of emotional distress and negligent
12 infliction of emotional distress; retaliation claims; common law claims; any other claims for
13 damages, costs, fees or other expenses, including attorneys' fees; and, alleged violations of the
14 following statutes, laws and regulations: Title VII of the Civil Rights Act of 1964, as amended; The
15 Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code, as
16 amended; The Americans with Disabilities Act of 1990, as amended; The Age Discrimination in
17 Employment Act of 1967, as amended; The Occupational Safety and Health Act, as amended; The
18 Sarbanes-Oxley Act of 2002; The Family and Medical Leave Act of 1993, as amended; California
19 Fair Employment and Housing Act – Cal. Gov't Code § 12900 et seq.; California Family Rights
20 Act – Cal. Govt. Code §12945.2 et seq.; California Unruh Civil Rights Act – Civ. Code §51 et seq.;
21 California Whistleblower Protection Law – Cal. Lab. Code §1102-5(a) to (c); California Family and
22 Medical Leave – Cal. Lab. Code § 233; The California Occupational Safety and Health Act, as
23 amended, California Labor Code § 6300 et seq., and any applicable regulations thereunder;
24 California Labor Code Private Attorneys General Act of 2004 – Cal. Lab. Code § 2698 et seq.;
25 California Labor Code § 132(a); and/or any other federal, state or local civil or human rights law or
26 any other local, state or federal law, regulation or ordinance.

27 **Participating Class Members.** As of the Effective Date, Plaintiffs and all Settlement Class
28 Members (on behalf of each of them and each of their heirs, executors, administrators and assigns)

1 irrevocably and unconditionally fully release and forever discharge Defendants, its direct and
2 indirect past, present and future parents, subsidiaries, divisions and affiliates and their respective
3 past, present and future officers, directors, employees, partners, shareholders, owners, agents,
4 vendors, affiliates, insurers, legal representatives and all of their successors (including persons or
5 entities who may acquire it in the future), assigns, (representatives, heirs, executors and
6 administrators and all other persons acting by, through, under or in concert with them (collectively,
7 the "Released Parties"), from any and all applicable California wage and hour claims, rights,
8 demands, liabilities and causes of action for actual damages, penalties, liquidated damages, punitive
9 damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief that were or could
10 have been pleaded based on the facts alleged in the Complaint, Amended Complaint or the Second
11 Amended Complaint filed in the Action. The released claims are: (a) any and all claims based on
12 alleged failure to properly pay overtime wages pursuant to California Labor Code §§ 510 and 1194;
13 (b) any and all claims based on the alleged failure to provide rest and meal periods pursuant to
14 California Labor Code §§ 512 and 226.7; and applicable Industrial Welfare Commissions orders;
15 (c) any and all claims based on the alleged failure to timely pay all wages due and owing at the time
16 of an employee's termination as required by California Labor Code §§ 201-203; and applicable
17 Industrial Welfare Commission Orders; (d) any and all claims for the failure to pay minimum wages
18 pursuant to California Labor Code § 1197 and applicable Industrial Welfare Commission Orders;
19 (e) Any and all claims for failure to provide accurate wage statements pursuant to California Labor
20 Code § 226; (f) any and all claims for statutory penalties under the California Private Attorneys
21 General Act, California Labor Code § 2698 et seq., that were or could have been pleaded based on
22 the facts alleged in the Complaint or in the First Amended Complaint filed in the Action; (g) any
23 and all claims for unfair business practices pursuant to California Business and Professions Code §
24 17200 that were or could have been pleaded based on the facts alleged in the Complaint or in the
25 Second Amended Complaint filed in the Action; and, (h) any additional claims for statutory
26 penalties, interest, attorneys' fees or costs based on the factual allegations set forth in the Complaint
27 or the First Amended Complaint filed in the Action. Plaintiffs and all Settlement Class Members
28 further agree not to sue or otherwise make a claim against any Released Party that in any way

1 relates to, arises out of, or is connected with the Released Claims.

2 **h. Class Representative Payment:** In addition to their settlement shares,
3 Plaintiffs will seek approval from the Court for payment of \$5,000 to each Class Representative for
4 their service as Class Representatives. This payment will be made out of the Settlement.

5 **i. Class Counsel Fees Payment and Class Counsel Litigation Expenses**
6 **Payment:** The Court has appointed Qualls & Workman, LLP, as Class Counsel. Defendants agree
7 not to oppose an attorney fee request by Class Counsel of \$108,000 and a cost request of \$20,000 of
8 the Gross Settlement Fund, which amount shall compensate Class Counsel for attorneys' fees. No
9 other attorneys are requesting or are entitled to a payment for attorneys' fees. In addition, Class
10 Counsel shall be entitled to recover from the Gross Settlement Fund compensation to cover actual
11 litigation expenses incurred by Class Counsel, in an amount to be determined by the Court.

12 **j. Costs of Administration:** The Settlement Administrator's reasonable fees
13 and expenses incurred in administering the Settlement will be paid out of the Gross Settlement Fund
14 estimated to be \$20,000.

15 **4. PLAINTIFFS ERIC COOPER, HEIDY MAGANA AND CLASS COUNSEL'S**
16 **SUPPORT OF THE SETTLEMENT**

17 Plaintiffs Eric Cooper and Heidi Magana, as Class Representative, and Class Counsel
18 support the Settlement. Their reasons include the risk of an unsuccessful outcome on the merits of
19 Plaintiffs' claims, and the inherent delays and uncertainties associated with litigation. Based on
20 their experience litigating similar cases, Class Counsel believes that further proceedings in this case,
21 including a trial and probable appeals, would be very expensive and protracted. No one can
22 confidently predict how the various legal questions at issue, including the amount of damages,
23 would ultimately be resolved. Therefore, on careful consideration of all of the facts and
24 circumstances of this case, Class Counsel believes that the Settlement is fair, reasonable, and
25 adequate.

26 **5. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?**

27 **a. Claiming Your Portion of the Settlement.** In order to receive a Settlement
28 payment, you must fully complete and timely mail the Claim Form (which is enclosed with this

1 Notice) to the Claims Administrator at the address below. Your Claim Form must be postmarked
2 no later than August 5, 2013, (within 45 days of the date of mailing of this Notice). Late or
3 incomplete Claim Forms will not be honored.

4 Return your Claims Form by U.S. mail, facsimile, or professional or personal delivery to the
5 Settlement Administrator at:

6
7 Cooper, et al. v. Eastwestproto, Inc., et al.
8 Class Action Claims Administrator
9 c/o Heffler Claims, Inc.

10
11 Telephone: () - -
12 Facsimile: () - -

13 **b. Objecting to the Settlement.** If you believe the Settlement is unfair or
14 inadequate in any respect, you may object to the Settlement, personally or through an attorney, by
15 filing a written objection with the Court, along with a Notice of Intention to Appear, and mailing a
16 copy of your objection to Class Counsel. All objections must be signed and set forth your address,
17 telephone number, and the name of the case (Cooper, et al. v. Eastwestproto, Inc., et al., Case No.
18 No. 30-2012-00552236-CU-OE-CXC). Persons who object to the settlement will be bound by the
19 settlement if the settlement is approved by the Court.

20 **c. All Objections Must Be Served and Filed No Later Than August 5, 2013.**
21 If you submit an objection, you may appear, personally or through an attorney, at your own
22 expense, at the final approval hearing (discussed below). Your objection should clearly explain
23 why you object to the Settlement and must state whether you (or someone on your behalf) intend to
24 appear at the Final Approval Hearing. Only those who do not timely request an exclusion per
25 paragraph (d) below may object. If the Court rejects your objection, you will still be bound by the
26 terms of the Settlement.

27 Any member of the Class who does not object in the manner provided above shall be
28 deemed to have waived any objections, and shall be forever foreclosed from objecting to the
29 fairness or adequacy of the proposed Settlement, the payment of attorneys' fees and litigation costs,
30 the claims process, the enhancement awards, and all other aspects of the Settlement. If the

1 Settlement is not approved, the lawsuit will continue to be prepared for trial or other judicial
2 resolution.

3 Regardless of whether you file an objection, you must timely submit a Claim Form in order
4 to receive any proceeds under the Settlement.

5 Contact information for Class Counsel and Defendants' Counsel is as follows:

6
7 **CLASS COUNSEL**

8 Daniel H. Qualls
9 Robin G. Workman
10 Aviva N. Roller
11 Qualls & Workman, LLP
12 177 Post Street, Suite 900
13 San Francisco, California 94108
Telephone: (415) 782-3660
Facsimile: (415) 788-1028
e-mail: dan@qualls-workman.com
e-mail: robin@qualls-workman.com
e-mail: aviva@qualls-workman.com

DEFENDANTS' COUNSEL

Mark W. Huston
Silverstein & Huston
701 South Parker Street, Suite 5500
Orange, CA 92868
Telephone: (714) 547-2511
Facsimile: (714) 547-0230
email: silverstein@silversteinhuston.com

14 d. **Electing to opt out of the Class and not participate in the Settlement.** If
15 you do not want to participate in the Settlement, you must complete and mail a Request for
16 Exclusion." (attached to this Notice) to the Claims Administrator at the address listed on this
17 Notice. In order to be valid, your Request for Exclusion must be postmarked no later than August
18 5, 2013.

19 If you sign and return a written Request for Exclusion, you will not be eligible to receive
20 any of the benefits under the Settlement. However, you will retain whatever rights you may have
21 against Defendants for claims under section 3g, Participating Class Members, of this Notice.

22 e. **If You Do Nothing.** If you do nothing in response to this Notice, you will
23 not receive any benefits under the Settlement, but you will be deemed to release all released claims
24 under section 3g above against Defendants and the Releases.

25 **6. FINAL SETTLEMENT APPROVAL HEARING**

26 The Final Approval Hearing on the fairness and adequacy of the proposed Settlement, the
27 plan of distribution, and Class Counsel's request for Attorneys' Fees and Litigation Costs, and
28 Plaintiffs' Enhancement Awards will be held on August 23, 2013, at 10:30 a.m., in Dept. CX102 of

1 the Orange County Superior Court, Civil Complex Center, located at 751 W. Santa Ana Blvd.,
2 Santa Ana, CA 92701. The Final Approval Hearing may be continued without further notice.

3 **7. GETTING MORE INFORMATION**

4 The above is a summary of the basic terms of the Settlement. The complete Settlement
5 Agreement is on file with the Clerk of the Court. You may examine the pleadings and other records
6 in this litigation, including the Settlement Agreement (i) online at [http://www.occourts.org/online-](http://www.occourts.org/online-services/case-access)
7 [services/case-access](http://www.occourts.org/online-services/case-access), (ii) in person at the Office of the Clerk at the Superior Court of California,
8 County of Orange, Civil Complex Center, 751 W. Santa Ana Blvd., Santa Ana, CA 92701 between
9 the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays, or (iii) by
10 contacting Class Counsel or the Settlement Administrator. **PLEASE DO NOT TELEPHONE**
11 **THE COURT OR DEFENDANTS' COUNSEL FOR INFORMATION REGARDING THE**
12 **SETTLEMENT.**

13 **BY ORDER OF THE COURT.**
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**[COMPLETE THIS FORM ONLY IF YOU CHOOSE TO
NOT PARTICIPATE IN THIS SETTLEMENT]**

REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT

In The Matter of:
Cooper, et al. v. Eastwestproto, Inc., et al.
Superior Court Of The State Of California, County of Orange, Case No. 30-2012-00552236-CU-OE-CXC

INSTRUCTIONS: TO OPT OUT OF THE SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE _____, 2013, ADDRESSED AS FOLLOWS:

Cooper, et al. v. Eastwestproto, Inc., et al. Class Action Claims Administrator
c/o Heffler Claims, Inc.
[enter address]

Please fill in all of the following information (type or print):

NAME (First, Middle, Last): _____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
FORMER NAMES (if any): _____
TELEPHONE NUMBERS: Home: _____ Work: _____

**IT IS STRONGLY RECOMMENDED THAT YOU RETAIN PROOF OF MAILING THIS FORM
POST-MARKED ON OR BEFORE _____, 2013.**

I [insert your name] _____ wish to be excluded from the settlement class in the case of Cooper, et al. v. Eastwestproto, Inc., et al., Superior Court Of The State Of California, County Of Orange, Case No. 30-2012-00552236-CU-OE-CXC. I understand I will not receive money from the class settlement.

I further verify that the following is true: My name, address and other contact information are accurately set forth above. I received and had the opportunity to read the Notice of Class Action and Proposed Settlement of Class Action that was sent to me along with this form. I understand that by signing this form, I voluntarily choose to "opt out" of the proposed Settlement of this Class Action. I understand that by opting out, I may not accept any money allocated for me in the proposed Settlement. On the other hand, I also understand that if I wish to assert any claims related to those set forth in this lawsuit, I must do so separately. I understand that any such claims are subject to strict time limits, known as statutes of limitations, that restrict the time within which I may file any such action. I understand that I am free to consult with an attorney if I wish to obtain advice regarding my rights with respect to this Settlement or my choice to opt out of the Settlement. I have not been coerced by anyone to opt out of this Class Action, and I choose to opt out of my own free will.

I declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct.

Signed: _____ * Date: _____

Print Name: _____ * Last four digits of Social Security Number _____ *

(* Required Information)

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ATTACHMENT B

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

ERIC COOPER and HEIDY MAGANA, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

vs.

EASTWESTPROTO, INC., LIFELINE
AMBULANCE, GENADY GORIN, and Does 1
through 100, inclusive,

Defendants.

No. 30-2012-00552236-CU-OE-CXC

Unlimited Civil Case

The Amount Demanded Exceeds \$25,000

ASSIGNED FOR ALL PURPOSES TO:
JUDGE STEVEN L. PERK
DEPT: CX102

CLAIM FORM

CLAIM FORM

3209\MOTIONS\PRELIMAPPCLAIMFORM.DOC

1 IF YOU WANT TO CLAIM YOUR SETTLEMENT SHARE,
2 YOU MUST COMPLETE THIS CLAIM FORM AND MAIL IT TO THE SETTLEMENT ADMINISTRATOR
3 AT THE
4 ADDRESS SHOWN BELOW, POSTMARKED NOT LATER THAN
5 _____, 2013.

6 IF ANY OF THE INFORMATION APPEARING ON THIS CLAIM FORM IS INCORRECT, PLEASE
7 ENTER YOUR CORRECTIONS ON THE FORM AND (AS APPLICABLE) ATTACH SUPPORTING
8 DOCUMENTATION BEFORE RETURNING IT TO THE SETTLEMENT ADMINISTRATOR

9 THE COMPLETED DOCUMENT MUST BE SENT TO:
10 *Cooper, et al. v. Eastwestproto, Inc., et al. Class Action Claims Administrator*
11 *Heffler Claims, Inc.*

12 _____
13 Telephone: () ____ - ____

14 Facsimile: () ____ - ____

15 **RELEASE**

16 By signing and returning this Claim Form and accepting the benefits under the Settlement,
17 you (on behalf of yourself and each of your successors, assigns, heirs, executors, trustees, and
18 administrators) are releasing Defendants for the following known and unknown claims:

19 As of the Effective Date, Plaintiffs and all Settlement Class Members (on behalf of each
20 of them and each of their heirs, executors, administrators and assigns) irrevocably and
21 unconditionally fully release and forever discharge Defendants, its direct and indirect past,
22 present and future parents, subsidiaries, divisions and affiliates and their respective past,
23 present and future officers, directors, employees, partners, shareholders, owners, agents,
24 vendors, affiliates, insurers, legal representatives and all of their successors (including persons
25 or entities who may acquire it in the future), assigns, (representatives, heirs, executors and
26 administrators and all other persons acting by, through, under or in concert with them
27 (collectively, the "Released Parties"), from any and all applicable California wage and hour
28 claims, rights, demands, liabilities and causes of action for actual damages, penalties,
liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or
equitable relief that were or could have been pleaded based on the facts alleged in the
Complaint, Amended Complaint or the Second Amended Complaint filed in the Action. The
released claims are: (a) any and all claims based on alleged failure to properly pay overtime
wages pursuant to California Labor Code §§ 510 and 1194; (b) any and all claims based on
the alleged failure to provide rest and meal periods pursuant to California Labor Code §§ 512
and 226.7; and applicable Industrial Welfare Commissions orders; (c) any and all claims
based on the alleged failure to timely pay all wages due and owing at the time of an
employee's termination as required by California Labor Code §§ 201-203; and applicable
Industrial Welfare Commission Orders; (d) any and all claims for the failure to pay minimum
wages pursuant to California Labor Code § 1197 and applicable Industrial Welfare
Commission Orders; (e) Any and all claims for failure to provide accurate wage statements
pursuant to California Labor Code § 226; (f) any and all claims for statutory penalties under

1 the California Private Attorneys General Act, California Labor Code § 2698 et seq., that were
2 or could have been pleaded based on the facts alleged in the Complaint or in the First
3 Amended Complaint filed in the Action; (g) any and all claims for unfair business practices
4 pursuant to California Business and Professions Code § 17200 that were or could have been
5 pleaded based on the facts alleged in the Complaint or in the Second Amended Complaint
6 filed in the Action; and, (h) any additional claims for statutory penalties, interest, attorneys'
fees or costs based on the factual allegations set forth in the Complaint or the First Amended
Complaint filed in the Action. Plaintiffs and all Settlement Class Members further agree not
to sue or otherwise make a claim against any Released Party that in any way relates to, arises
out of, or is connected with the Released Claims.

7 **Corrected Information (if applicable)**

8 Corrected Name

10 Corrected Mailing Address (include
11 telephone number, starting with area code)

13 Corrected last four digits of Social Security
14 number (you are not required to provide your
15 entire Social Security number)

16 Corrected Employee Identification number

17 Corrected Period of Employment

19
20 **I have received notice of the proposed class settlement in this action and wish to claim**
21 **my Settlement Share.**

22 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct
23 and was executed on _____, 2013, at _____ [city],
24 _____ [state].

26 _____
27 (Signature)
28

PROOF OF SERVICE

I, Elia Madrigal, am employed in the City and County of San Francisco. I am over the age of eighteen years and not a party to the within action. My business address is Qualls & Workman, 177 Post Street, Suite 900, San Francisco, California, my email address is elia@qualls-workman.com.

I hereby certify that on June 7, 2013 at 9:22 AM or shortly thereafter, I electronically filed the **(PROPOSED) ORDER: a) GRANTING PRELIMINARY APPROVAL OF CLASS SETTLEMENT AND PROVISIONALLY CERTIFYING THE SETTLEMENT CLASS; b) APPROVING THE FORM AND MANNER OF NOTICE TO PROVIDE TO THE PROPOSED SETTLEMENT CLASS AND DIRECTING THAT A NEUTRAL THIRD PARTY GIVE SUCH NOTICE TO THE PROPOSED SETTLEMENT CLASS; c) APPROVING HEFFLER CLAIMS, INC., A NEUTRAL THIRD PARTY, AS CLAIMS ADMINISTRATOR; d) SETTING A HEARING FOR FINAL APPROVAL OF THE PROPOSED SETTLEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS TO CLASS COUNSEL AND ENHANCEMENT TO CLASS REPRESENTATIVE; e) APPOINTING QUALLS & WORKMAN, LLP AS CLASS COUNSEL; AND, f) APPOINTING NAMED PLAINTIFFS ERIC COOPER AND HEIDY MAGANA AS CLASS REPRESENTATIVE** with the Clerk of the Orange County Superior Court, which e-filing system will automatically electronically serve the following attorneys of record who have consented to receive electronic service of documents in this matter:

Attorneys for Defendants, EASTWESTPROTO, INC., and GENADY GORIN

Steven A. Silverstein/Mark W. Huston

silverstein@silversteinhuston.com

By: 