

1 QUALLS & WORKMAN
Daniel H. Qualls (Bar #109036)
2 dan@qualls-workman.com
Robin G. Workman (Bar #145810)
3 robin@qualls-workman.com
Aviva N. Roller (Bar #245415)
4 aviva@qualls-workman.com
177 Post Street, Suite 900
5 San Francisco, CA 94108
Telephone: (415) 782-3660
6 Facsimile: (415) 788-1028

7 UNITED EMPLOYEES LAW GROUP
Walter Haines, Esq. (State Bar #71075)
8 whaines@uelglaw.com
5500 Bolsa Avenue, Suite 201
9 Huntington Beach, CA 92649
Telephone: (888) 474-7242
10 Facsimile: (562) 256-1006

11 *Attorneys for Plaintiffs Eric Cooper and*
Heidy Magana, on behalf of themselves
12 *and all others similarly situated*

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14 SUPERIOR COURT OF CALIFORNIA
15 COUNTY OF ORANGE
16 CIVIL COMPLEX CENTER

17
18 ERIC COOPER and HEIDY MAGANA, on
behalf of themselves and all others similarly
19 situated,

20 Plaintiffs,

21 vs.

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

25 Defendants.
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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

AUG 26 2013

ALAN CARLSON, Clerk of the Court
Alquach
BY N. QUACH

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 FINAL APPROVAL OF CLASS SETTLEMENT;**
- b) **APPROVING REQUEST FOR CLAIMS ADMINISTRATOR FEE;**
- c) **APPROVING REQUEST FOR ATTORNEYS' FEES AND COSTS; AND,**
- d) **APPROVING REQUEST FOR**

**INCENTIVE PAYMENTS TO
CLASS REPRESENTATIVES ERIC
COOPER AND HEIDY MAGANA**

DATE: August 23, 2013
TIME: 10:30 a.m.
DEPT: CX102
JUDGE: Steven L. Perk

On August 23, 2013, a hearing was held on the application of Plaintiffs Eric Cooper and Heidi Magana ("Plaintiffs") for final approval of the settlement and request for payment to the Claims Administrator, and Plaintiffs' requests to approve attorneys' fees and costs and to approve the incentive payments for the Class Representatives. Daniel H. Qualls of Qualls & Workman, LLP, appeared for Eric Cooper and Heidi 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:

1. The Court grants judicial notice of documents as requested by Plaintiffs.
2. The Court grants final approval of the terms of settlement and agreed upon procedures as set forth in the Settlement Agreement filed with the Motion for Preliminary Approval.
3. The Court finds that notice of this settlement was provided to the class in the manner specified in this Court's order granting preliminary approval to the settlement. That notice was the best notice practicable under the circumstances, satisfying the requirements of due process and all other applicable laws.
4. The Court finds that the settlement was fair, reasonable, and adequate in all respects. The Court finds the settlement was reached following meaningful discovery and investigation conducted by Class Counsel, and the settlement is a result of adversarial, arm's-length negotiation between the parties. The Court considered evidence presented regarding the strength of the Plaintiffs' case, the risk, expense and complexity of the claims presented, the likely duration of

1 further litigation, the amount offered in settlement, the extent of investigation and discovery
2 completed, and the experience and views of counsel. The Court further considered that there were
3 no objections to the proposed settlement by Settlement Class Members, and that only six
4 individuals out of a total of 468 Settlement Class Members requested exclusion from the settlement.

5 5. The Court certifies the Settlement Class, defined as follows, for settlement purposes
6 only:

7
8 all persons employed in California by Defendants as ambulance drivers and
attendants from March 8, 2008, through June 7, 2013.

9 In certifying the Settlement Class for settlement purposes only, the Court finds that: (1) the
10 Settlement Class is ascertainable and so numerous that joinder of all members is impracticable; (2)
11 there are questions of law and fact common to the Settlement Class, and that such questions
12 predominate over questions affecting only individual class members; (3) the claims advanced by
13 Plaintiffs are typical of the class in that they have no interests in conflict with or antagonistic to
14 those of the Settlement Class, and they have retained adequate counsel; and, (4) a class action is
15 superior to other available methods for resolving this controversy.

16 6. The Court finds that six (6) timely requests for exclusion were filed by the
17 individuals identified in Exhibit A to this Order. Accordingly, said individuals are excluded from
18 the Settlement Class and are not bound by the terms of the Settlement Agreement.

19 7. The Court appoints Qualls & Workman, L.L.P. as Class Counsel.

20 8. The Court awards Class Counsel attorneys' fees in the amount of \$108,000.00. The
21 fee award is reasonable and appropriate for the reasons that follow.

22 9. In evaluating the reasonableness of Class Counsel's lodestar and hourly rate, the
23 Court has considered a variety of factors, including: the experience, background, and reputation of
24 counsel; the prevailing hourly rates in the community for similar services charged by attorneys of
25 similar skill and experience; the time, effort, and skill of counsel both in terms of what occurred
26 during the litigation and what was reasonably required; the efficiency of counsel in performing the
27 work; the amount at stake in the litigation; the desirability or undesirability of the case; and the
28 character and quality of the documentation offered in support of the application of fees. Total hours

1 claimed by Class Counsel are approved based on evidence presented of the work performed and the
2 results achieved. In so finding, the Court considered evidence presented of skill exercised by Class
3 Counsel when addressing difficult factual and legal questions arising from the class claims
4 presented, the contingent risk assumed by Class Counsel, the preclusion of Class Counsel from
5 other employment, and the favorable results achieved for Class Members.

6 10. The Court awards Class Counsel costs in the amount of \$15,388.53. Those costs
7 were reasonable and necessary based on the evidence presented and in light of the results achieved.

8 11. The Court appoints Plaintiffs Eric Cooper and Heidi Magana as the Class
9 Representatives, and awards them \$2,000.00 each as set forth in the Settlement Agreement, in
10 consideration both of the general releases executed by Mr. Cooper and Ms. Magana and based on
11 evidence presented of time and effort spent by Plaintiffs assisting Class Counsel in this matter.

12 12. The Court approves payment in the amount of \$14,988.00 to Heffler Claims Group.
13 (“Heffler”) for services rendered by it as Claims Administrator. The Court finds that amount fair
14 and reasonable compensation based on evidence presented of the time and effort spent by Heffler in
15 administering the claims.

16 13. The Parties are directed to comply with the terms of the Settlement Agreement.

17 14. Without affecting the finality of this Order and Judgment in any respect, and
18 pursuant to Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of
19 Court, the Court retains jurisdiction over this action, the class representatives, Settlement Class
20 Members, and Defendants for the purposes of: (a) the implementation and enforcement of the
21 Settlement Agreement until each and every act agreed to be performed by the parties to the
22 Settlement Agreement shall have been performed; (b) any other action necessary to conclude this
23 settlement and to implement the Settlement Agreement; and (c) the construction and interpretation
24 of the Settlement Agreement.

25 15. With respect to the distribution of funds pursuant to the Settlement Agreement, the
26 Claims Administrator, upon the completion of the process of such distribution, shall prepare, and
27 cause to be filed with this Court, a declaration regarding the distribution.


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16. Per the terms of the Settlement Agreement, Defendants shall deposit 50% of the gross settlement fund, \$180,000, with the Claims Administrator by September 2, 2013 (10 days within the date of this Order). Defendants shall deposit the remaining 50% of the gross settlement fund, \$180,000, with the Claims Administrator within 30 days of making the first deposit, by October 2, 2013.

17. Without affecting in any way the finality of this Order, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Order and the Settlement.

18. The Court sets a final report hearing for November 25, 2013 at 8:30 a.m., at which time the parties and the Claims Administrator will provide a final accounting of the distribution of the settlement funds.

Date: August 26, 2013



Hon. Steven L. Perk
Judge of the Superior Court

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PROOF OF SERVICE

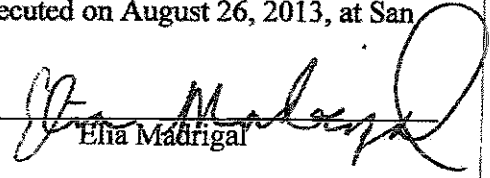
I, Elia Madrigal, hereby declare:

I am employed in the City and County of San Francisco, California in the office of a member of the bar of this court at whose direction the following service was made. I am over the age of eighteen years and not a party to the within action. My business address is Qualls & Workman, L.L.P., 177 Post Street, Suite 900, San Francisco, California.

On August 26, 2013, I served the **(PROPOSED) ORDER: a) GRANTING FINAL APPROVAL OF CLASS SETTLEMENT; b) APPROVING REQUEST FOR CLAIMS ADMINISTRATOR FEE; c) APPROVING REQUEST FOR ATTORNEYS' FEES AND COSTS; AND, d) APPROVING REQUEST FOR INCENTIVE PAYMENTS TO CLASS REPRESENTATIVES ERIC COOPER AND HEIDY MAGANA** on the interested parties in this action via e-mail at the below e-mail address:

Mark W. Huston
Steven A. Silverstein
silverstein@silversteinhuston.com
Silverstein & Huston
701 South Parker Street, Suite 5500
Orange, CA 92868

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on August 26, 2013, at San Francisco, California.


Elia Madrigal