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Attorneys for Plaintiffs and the proposed Class*

**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.

**CASE NOS. RGI2631895 (Lead Case)
RG12639791**

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

CLASS ACTION

**DECLARATION OF BRIAN DEVERY IN
SUPPORT OF JOINT MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTRY OF FINAL
JUDGMENT**

**Hearing Date: July 28, 2015
Time: 8:30 a.m.
Place: Dept. 21
Reference No. R-1643375**

Consolidated Complaint Filed: Nov. 12, 2013

1 4. On April 20, 2015, Angeion received from the Defendant an Excel spreadsheet
2 containing the Class Members. Angeion reviewed the Class List, updated the Class Member
3 information and removed any duplicate entries as was applicable resulting in a final Class
4 Member list containing 622 Class Members to which Notices would be mailed.
5

6 5. On May 7, 2015, Angeion updated the Class Member list, utilizing the National
7 Change of Address database (“NCOA”), which provides updated addresses for all individuals
8 who have moved during the previous four years and filed a change of address with the USPS.
9 The Class Member List was updated with these new addresses for all Class Members where a
10 new addresses was provided via the NCOA search.
11

12 6. On May 8, 2015, the Notices were mailed to Class Members who were contained
13 in the Class Member list via First Class Mail postage prepaid. The Notices mailed contained all
14 relevant information required and were in the same format as Exhibit A attached hereto.
15

16 7. During the period from May 8, 2015 through June 7, 2015, no Notices were
17 returned to Angeion by the USPS with a forwarding address.

18 8. During the period from May 8, 2015 through June 7, 2015, 54 Notices were
19 returned to Angeion by the USPS without forwarding addresses. Angeion conducted a skip trace
20 on these undeliverables in an effort to locate new addresses. Of the Class Members whose
21 returned mail was skip traced, new addresses were found for 24 of them. The Class List was
22 updated with these new addresses and Notices were remailed to these Class Members. During
23 the period from June 7, 2015 through the date of this declaration an additional, 3 Notices were
24 returned to Angeion by the USPS without a forwarding address. As of the date of this
25 declaration, 33 Notices remain undeliverable from the initial mailing including any notices
26 returned as undeliverable after the Exclusion deadline has passed.
27
28

Exhibit A

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT
FOR HAVING WORKED FOR ROYAL AMBULANCE, INC. IN CALIFORNIA,
AS A RESULT OF A CONSOLIDATED CLASS ACTION PENDING IN SUPERIOR COURT:**

Alexander Gurevich v. Royal Ambulance, Inc.,
Alameda County Superior Court Case No. RG12631895

and

Kevin Dickens, Patrick Oppido, Spencer Stecz, Chris Hern, and Philip Jones v. Royal Ambulance, Inc., Alameda
County Superior Court Case No. RG12639791,

**YOU ARE NOT BEING SUED, AND THIS LAWSUIT IS NOT AGAINST YOU.
ROYAL AMBULANCE, INC. HAS AGREED TO THIS SETTLEMENT.
YOUR RIGHTS MAY BE AFFECTED – PLEASE READ THIS NOTICE IMMEDIATELY!**

ATTENTION: A judge has granted Preliminary Approval to a settlement of the above-captioned consolidated class action lawsuits (“Action”) against Royal Ambulance, Inc. If you were employed by Royal Ambulance, Inc. (“Royal”) as an Emergency Medical Technician - Ambulance Driver between May 24, 2008, and April 10, 2015 then you are a “Class Member” and may be eligible to receive money from the Settlement of the Action.

PLEASE READ THIS NOTICE CAREFULLY. This Notice relates to the Settlement of the Action. If you are a Class Member, it contains important information affecting your rights to participate in the Settlement as further described below. This notice advises you of the terms of the Settlement and your rights and options under it.

A settlement has been reached in these Consolidated Class Actions.

These are the steps you may take in response, as explained in detail below:

You can exclude yourself from the Settlement: If you do not want a Settlement Award and do not want to be bound by the proposed Settlement’s terms, you may do so by making a timely written Request for Exclusion.

You can object to the Settlement: You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing

You can do nothing and receive a Settlement Award: If you do nothing, you will be bound by the proposed Settlement terms and you will receive a Settlement Award.

What is this proposed Settlement about?

The Action is a combination of two separate class action lawsuits which were filed separately against Royal, both of which have been consolidated by the Court for joint resolution. Alexander Gurevich filed the original Class Action Complaint on May 24, 2012. Kevin Dickens, Patrick Oppido, Spencer Stecz, Chris Hern, and Philip Jones filed the second Class Action Complaint on July 18, 2012. Together, Alexander Gurevich, Kevin Dickens, Patrick Oppido, Spencer Stecz, Chris Hern, and Philip Jones are designated as the “Class Representatives. The Court ordered them to file a single class action complaint in the Action, and they did so. That Consolidated Class Action Complaint alleges that the Royal failed properly to pay overtime, provide meal and rest periods, pay minimum wage, pay contractual straight time wages, pay wages in a timely manner to terminated employees, provide compliant wage statements, keep required payroll records, and in these ways engaged in unfair competition and also owe civil penalties to the extent that these other allegations also violated the Private Attorneys General Act of 2004 (“PAGA”) (“Claims”). The Action was brought as a putative class action and sought damages, penalties, and restitution, as well as interest, attorneys’ fees, and costs. The Action has been vigorously litigated since it was filed. Additionally, the parties participated in a

mediation conducted by a professional mediator. At the conclusion of the mediation, the parties reached an agreement to settle the Action.

Under the proposed Settlement, Royal agrees to make payments to Class Members who do not opt out of the settlement. These payments will be based on the pro rata compensation earned by each Settlement Class Member during the Class Period compared to the total compensation earned by all Settlement Class Members during the Class Period. Royal also agrees to pay the Settlement Administration Costs, an Enhancement payment to the Class Representatives, and Class Counsel's attorneys' fees and costs up to an amount described below, subject to court approval. Royal's maximum total obligation under the proposed Settlement is \$650,000, to be paid over a two year period in three separate installments of: (1) \$450,000; (2) \$100,000; and (3) \$100,000.

The proposed Settlement is not an admission of liability by Royal. Throughout this case, Royal has denied any liability or wrongdoing, or that any compensable injury arose out of any of the matters alleged in the Action. Royal contends that it has complied with all California and federal laws regarding those matters.

Class Counsel believes that the proposed Settlement is in the best interests of the Class Members. Further proceedings would be very expensive and take a long time. Moreover, no one can predict the precise outcome of the disputed issues in this case. Therefore, Class Counsel believes that the proposed Settlement is fair, reasonable, and adequate for the Class Members.

Summary of the proposed Settlement

Royal has agreed to pay \$650,000, to be paid over a two year period in three separate installments of: (1) \$450,000; (2) \$100,000; and (3) \$100,000 ("Gross Settlement Amount") to resolve all claims that were or could have been asserted in the Action and for your release of claims described below. The second installment will be delivered to the Claims Administrator for distribution not more than one year after the first installment is delivered, and the third installment will be delivered to the Claims Administrator for payment not more than two years after the first installment is delivered. If finally approved by the Court, the proposed Settlement will distribute money as follows:

Settlement Awards to Class Members: To all Class Members who do not exclude themselves from the settlement as described below ("Settlement Class Members"), Royal will make payments according to the following formula from the Net Settlement Amount, which is the amount of settlement funds remaining after other approved payments have been made from the Gross Settlement Amount:

The Net Settlement Amount will be calculated and distributed in three payments. The Net Settlement funds shall be allocated as follows: (a) 45% wages (Wage Fund); (b) 15% waiting time penalties (Waiting Time Penalty Fund); and (c) 40% other penalties and interest (Other Penalty and Interest Fund). The Claims Administrator shall make up to three separate distributions of Settlement Awards to the Settlement Class Members who do not opt out of the Settlement. The first distribution shall be made within thirty (30) days of the Effective Date of the Settlement, and shall be based on the amount of the Net Settlement Amount available for distribution at that time. The Claims Administrator will make a second, and if necessary, a third, distribution of Settlement Awards to the Settlement Class within fourteen (14) days of receiving each subsequent \$100,000 deposit from the Royal.

The Claims Administrator will calculate an award for each Settlement Class Member for each distribution phase as follows:

The Claims Administrator shall determine the total gross amount of earnings during the Class Period for each Class Member. The Claims Administrator will then determine the amount of aggregate gross earnings during the Class Period for Settlement Class Members no longer employed and all Settlement Class Members still employed.

First, the Claims Administrator will divide the amount of gross earnings earned by each Settlement Class Member no longer employed during the Class Period by the aggregate amount of gross earnings for all Class members no longer employed during the Class Period, and multiply that number by the Waiting Time Penalty Fund available for distribution. The resulting amounts shall be paid to each of the Settlement Class Members no longer employed only

and shall not be subject to payroll withholding taxes. Second, the Claims Administrator will divide the amount of gross earnings earned by each Settlement Class Member during the Class Period by the aggregate amount of gross earnings for all Settlement Class members during the Class Period, and multiply that number by the Other Penalty and Interest Fund available for distribution. The resulting amounts shall be paid to each of the Settlement Class Members and shall not be subject to payroll withholding taxes. Third, the Claims Administrator will divide the amount of gross earnings earned by each Settlement Class Member during the Class Period by the aggregate amount of gross earnings for all Settlement Class members during the Class Period, and multiply that number by the Wage Fund available for distribution. The resulting amounts shall be paid to each of the Settlement Class Members and shall be subject to payroll withholding taxes.

Settlement Awards shall be subject to applicable withholding taxes, but Royal's share of any applicable payroll taxes and any applicable employer payroll contributions shall be paid by Royal separately from the Gross Settlement Amount. "Net Settlement Amount" means the Gross Settlement Amount less the following amounts: (i) Enhancement payments to the Representative Plaintiffs; (ii) the payment of attorneys' fees to Class counsel, not to exceed one third (33.33%) of the Gross Settlement Amount; (iii) Class Counsel's litigation expenses estimated at \$25,000; (iv) up to \$10,000 for the costs of the settlement administration, including the Claims Administrator's cost; and (v) the payment of \$7,500 (representing the state of California's share of \$10,000 to settle claims pursuant to the California Private Attorney General's Act (Cal. Labor Code § 2698 et seq.) to the California Labor Workforce Development Agency. (The remaining \$2,500 of this \$10,000 is the Settlement Class Members' share and will be included in the Net Settlement Amount.)

Royal shall also pay separately from the Gross Settlement Amount any reasonable amount of settlement administration fees beyond the \$10,000 to be paid from the Gross Settlement Amount, except that, to the extent that the Claims Administrator incurs any additional administration costs due to any dispute between Class Counsel regarding the distribution of Class Counsel's attorneys' fees, Class Counsel shall pay for such administrative costs, which Class Counsel will pay directly to the Claims Administrator and not from the Gross Settlement Amount or the Net Settlement Amount.

Fee and Expense Award to Class Counsel: Upon approval by the Court, Royal will pay attorneys' fees and out-of-pocket costs/expenses to Class Counsel (Gerson H. Smoger and Steven M. Bronson of Smoger & Associates, David M. Arbogast of Arbogast Law, A Professional Corporation, Arthur R. Siegel, and Robert S. Jaret and Phillip A. Jaret of Jaret & Jaret). The proposed Settlement permits Class Counsel to request up to 33.33% of the Gross Settlement Amount (\$216,666.67) as their fees for prosecuting this case and expenses estimated at \$25,000 for reimbursement of their out-of-pocket costs/expenses incurred in the Action. You are not personally responsible for any of Class Counsel's attorneys' fees or costs/expenses.

Other Costs: The Settlement provides for \$32,000 total in Enhancement payments to the Class Representatives, including \$10,000 each for Alexander Gurevich and Kevin Dickens, and \$3,000 each for Patrick Oppido, Spencer Stecz, Chris Hern, and Philip Jones. The proposed Settlement further provides for payment estimated to be \$10,000 to the Settlement Administrator, Angeion Group, for its services in mailing the Class Notice and processing Settlement Awards. The Settlement also provides for a payment of \$7,500 (representing the state of California's share of \$10,000 to settle claims pursuant to the California Private Attorney General's Act (Cal. Labor Code § 2698 et seq.) to the California Labor Workforce Development Agency. (The remaining \$2,500 of this \$10,000 is the Settlement Class Members' share and will be included in the Net Settlement Amount.)

Unclaimed Portion of Net Settlement Amount: Any remaining unclaimed portion of the Net Settlement Amount after administration of the Settlement has been completed shall be paid to the Legal Aid Society-Employment Law Center and Public Justice as a charitable donation, or cy pres award.

What are my rights and options?

1. **You can exclude yourself from the Settlement:** If you do not want a Settlement Award and do not want to be bound by any of the proposed Settlement's terms, you must make a timely written Request for Exclusion.

Your Request for Exclusion must contain your name, address, telephone number and last four digits of your Social Security Number; must be signed and dated by you, and must state the following:

I wish to be excluded from the Settlement in the consolidated cases of *Alexander Gurevich v. Royal Ambulance, Inc.*, Alameda County Superior Court Case No. RG12631895, and *Kevin Dickens, Patrick Oppido, Spencer Stecz, Chris Hern, and Philip Jones v. Royal Ambulance, Inc.*, Alameda County Superior Court Case No. RG12639791.

Your Request for Exclusion must be mailed to the Settlement Administrator at the following address and must be postmarked by June 7, 2015. You should not request exclusion if you wish to receive money from the Settlement.

Settlement Administrator Address:
Royal Ambulance Settlement - EXCLUSION
c/o Angeion Group
1801 Market Street, Suite 660
Philadelphia, PA 19103

2. You can object to the Settlement:

You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense, provided you notify the Court of your intent to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the consolidated case names and numbers: *Alexander Gurevich v. Royal Ambulance, Inc.*, Alameda County Superior Court Case No. RG12631895 and *Kevin Dickens, Patrick Oppido, Spencer Stecz, Chris Hern, and Philip Jones v. Royal Ambulance, Inc.*, Alameda County Superior Court Case No. RG12639791, (b) be submitted to the Court either by mailing the to: Clerk of Court, Superior Court of California, County of Alameda, Rene C. Davidson Alameda County Courthouse, 1225 Fallon Street, Oakland, California 94612, or by filing in person at any location of the Superior Court, County of Alameda that includes a facility for civil filings, (c) also be served on the law firms identified below by personal delivery, facsimile transmission, or mail, and (d) be filed or postmarked on or before June 26, 2015.

You must serve copies of your written objection to the following attorneys:

<p>ATTORNEYS FOR PLAINTIFF ALEXANDER GUREVICH AND THE CLASS MEMBERS</p> <p>GERSON H. SMOGER STEVEN M. BRONSON SMOGER & ASSOCIATES 350 Tenth Avenue, 10th Floor San Diego, CA 92101 Telephone: 619-344-2580 Facsimile: 619-568-3365</p> <p>DAVID M. ARBOGAST ARBOGAST LAW PC 8117 W Manchester Ave., Ste. 530 Playa Del Rey, CA 90293 Telephone.: (310) 477-7200 Facsimile: (310) 943-0416</p>	<p>ATTORNEYS FOR KEVIN DICKENS, PATRICK OPPIDO, SPENCER STECZ, CHRIS HERN, PHILLIP JONES AND THE CLASS MEMBERS</p> <p>ARTHUR R. SIEGEL 351 California Street, 7th Floor San Francisco, CA 94104 Telephone: (415) 395-9335 Facsimile: (415) 434-0513</p> <p>ROBERT S. JARET PHILLIP A. JARET JARET & JARET 1016 Lincoln Avenue San Rafael, CA 94901 Telephone: (415) 455-1010 Facsimile: (415) 455-1050</p>	<p>ATTORNEYS FOR DEFENDANT ROYAL AMBULANCE, INC.</p> <p>JAMES S. BROWN DENISE TRANI-MORRIS MARC A. KOONIN SEDGWICK LLP 333 Bush Street, 30th Floor San Francisco, CA 94104-2834 Telephone: (415) 781-7900 Facsimile: (415) 781-2635</p>
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Your objection and notice of intention to appear at the Final Approval Hearing must be postmarked or filed with the Court and mailed to or otherwise served on the above Counsel no later than nine court days before the final approval hearing. You may object to the Settlement only if you do NOT submit a Request for Exclusion.

3. **You can do nothing:** You can do nothing. If you do nothing, you will be bound by the proposed Settlement terms and you will receive a Settlement Award.

What claims am I releasing by participating in the Settlement?

In exchange for the consideration and covenants undertaken by Royal as a result of the proposed Settlement, the Settlement Class Members will expressly release, waive and discharge, and are deemed to have released, waived and discharged, all Settled Claims against all Released Parties.

“Settled Claims” means any and all liabilities, demands, claims, causes of action, complaints and obligations of whatever kind or nature that were or reasonably could have been asserted or alleged, and/or any cause of action for (or attempt to recover) statutory or civil penalties that was or could reasonably have been alleged, and/or which derive from the allegations contained in or that reasonably could have arisen out of the same facts asserted or alleged by or on behalf of Representative Plaintiffs and the Settlement Class Members based on the allegations contained in the Action against the Released Parties by or on behalf of such Settlement Class Members or successors or assigns of any of them (whether directly, indirectly, representatively, derivatively or in any other capacity), accruing any time prior to [date of entry of the Preliminary Approval Order] **to the fullest extent permitted by law**. The Settled Claims include but are not limited claims seeking unpaid wages (including but not limited to overtime, minimum wages, and wages at an agreed rate under the Fair Labor Standards Act and/or California law), premiums, penalties for missed meal and rest periods, waiting time penalties, claims related to wage statements and record-keeping violations, civil penalties, injunctive relief forbidding destruction of records pertaining to the class period, civil penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”), other injunctive and equitable relief, and reasonable attorneys’ fees, costs, and interest, based on a breach of contract and/or violation of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1182, 1182.12, 1194, 1197, and 2699, and/or Business and Professions Code sections 17200 et seq., and Industrial Welfare Commission (“IWC”) Wage Order No. 9-2001(Cal. Code Regs., tit. 8, § 11090), as amended, as alleged in the Action.

“Released Parties” means (i) Royal Ambulance, Inc.; (ii) past or present subsidiaries, divisions, parents, predecessors, successors, affiliates or assigns of Royal Ambulance, Inc.; and (iii) any past or present members, shareholders, officers, agents, employees, advisors, insurers, re-insurers, attorneys, or representatives of Royal Ambulance, Inc., including but not limited to Steve Grau, Eve Grau, and Leon Botoshansky.

All Settlement Class Members intend and are deemed to intend that this Settlement shall be effective as a bar to any and all Released Claims.

When is the next Court hearing?

A Final Approval Hearing will be held before the Honorable Wynne Carvill in Department 21 of the Superior Court of the State of California for the County of Alameda, located at 1221 Oak Street, Oakland, California 94612, on July 10, 2015 at 8:30 a.m. to determine whether the Settlement is fair, reasonable and adequate. Judge Carvill will be asked to approve the plan for distributing the Settlement Awards, Class Counsel’s Fee and Expense Award, the Enhancement payments for the Class Representatives, and payment to the Settlement Administrator. A motion for final approval of these items should be on file with the Court no later than June 26, 2015 and will be available for review after that date. This hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing for your objections, if you have timely made them, to be considered.

What if I need more information?

For the precise terms and conditions of the Settlement, you should consult the detailed Agreement and the Preliminary Approval Order, which is also on file with the Court. Capitalized terms in this Notice have the same meaning they are given in the Joint Stipulation and Settlement Agreement (“Agreement”) on file with the Court in the Action. If you have any questions, you can contact the Settlement Administrator at (888) 868 – 4936. You can also contact Class Counsel listed above.

The pleadings and other records in this litigation, including the Settlement Agreement, may be examined online on the Alameda County Superior Court’s website, known as ‘DomainWeb,’ at

<https://publicrecords.alameda.courts.ca.gov/PRS/Case/CaseDetails/RG12631895?DeptListCase=Civil>

After arriving at the website, click the ‘Search By Case Number ‘ link, then enter RG12631895 as the case number and click ‘SEARCH.’ Images of every document filed in the case may be viewed through the ‘Register of Actions’ at a minimal charge.

You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT’S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS!

Additional information and key documents relating to the Action and the Settlement can also be accessed free of charge at the following Internet site maintained by plaintiff’s counsel:

www.sanfranciscolitigators.com/royalambulanceclassaction.html

**BY ORDER OF THE SUPERIOR COURT
OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**