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MARTINEZ, ERIC MCINTYRE, JEREMY CAPPS, and
TYLER IRISH, on behalf of themselves and all others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

JOEY STEPHENS, MANUEL MARTINEZ,
ERIC MCINTYRE, JEREMY CAPPS, AND
TYLER IRISH, on behalf of themselves and
all others similarly situated,

PLAINTIFFS,

v.

HALL AMBULANCE SERVICE, INC.; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. BCV-20-101643

[Case Assigned for All Purposes to Hon.
Thomas S. Clark in Dept. 17]

**SUPPLEMENTAL DECLARATION OF
KELSEY M. SZAMET IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: March 10, 2023
Time: 8:30a.m.
Dept.: 17

Complaint Filed: July 16, 2020
FAC Filed: August 7, 2020
Trial Date: October 29, 2020

1 **SUPPLEMENTAL DECLARATION OF KELSEY M. SZAMET**

2 I, Kelsey M. Szamet, state and declare as follows:

3 1. I am an attorney admitted before all courts of the State of California and a partner
4 in the law firm of Kingsley & Kingsley, APC, counsel of record for Plaintiff in this action. I am
5 completely familiar with the present litigation, including the pleadings, discovery, and filings
6 submitted in this matter. I make this supplemental Declaration from my own personal knowledge,
7 and, if called upon, I could and would competently testify to the following.

8 2. I graduated cum laude from the University of California, San Diego in 2004 with a
9 degree in Human Development. I graduated from the University of California, Los Angeles
10 School of Law in 2008. I am admitted to practice before the following Courts: United States
11 Supreme Court; United States District Court, Northern, Eastern, Southern and Central of
12 California; all California State Courts.

13 3. I make this Supplemental Declaration in support of Plaintiffs' Motion for
14 Preliminary Approval of the Class Action Settlement in the above-captioned case and in response
15 to the Court's finding and orders reflected in the January 26, 2023 Tentative ("Tentative") ordering
16 the Parties to address various points.

17 **CLASS DEFINITION**

18 4. In response to point No. 1 raised by the Court in the Tentative, I believe that the
19 inclusion of subsidiary entities in the Class Definition is appropriate. The Court expresses concern
20 about the inclusion of "subsidiary entities" as going beyond the scope of the operative Second
21 Amended Complaint. However, I believe it generally a customary practice to include additional
22 released entities that are subsidiaries of the parent Defendant. Indeed, in looking at the new
23 [Model] Class Action Settlement Agreement and Class Notice,¹ the definition in the form provides
24 the following: "'Released Parties' means: XYZ and each of its former and present directors,
25 officers, shareholders, owners, [members], attorneys, insurers, predecessors, successors, assigns
26 [subsidiaries] [affiliates]." I believe this language is customary in the class action context because

27 _____
28 ¹ The model class action settlement agreement is available online at
<https://www.lacourt.org/forms/pdf/LACIV297.pdf>

1 it is frequent that a Plaintiff sues a parent entity and there are other employees similarly situated
2 who work under the same corporate umbrella. Notwithstanding, the Parties have met and
3 conferred and agreed to remove the phrases “any of” and “including without limitation” from
4 paragraph 12 of the Amended Joint Stipulation of Class Action Settlement and Release of Claims
5 (see Ex. B) to satisfy the Court that other entities will not be included.

6 5. In addition, and also in response to point No. 2 raised by the Court, I note that the
7 Parties agreed that the class size is approximately 1203 individuals (see p. 3 of the Joint Stipulation
8 of Settlement). As such, the Parties agree that the Class is ascertainable from Defendant’s records
9 (paragraph 9 of the Joint Stipulation at p. 3) and the Parties contemplated that the defined Class
10 would also include individuals who worked for Hall Air Ambulance Service, Inc., Hall Critical
11 Care Transport Service, Inc., Delano Ambulance Service, Inc. The practical effect is that
12 Defendant cannot just include other individuals in the Class because the Joint Stipulation includes
13 an escalator clause that would be triggered. (See p. 10 of the Joint Stipulation.).

14 **PAGA PERIOD**

15 6. In response to point No. 3 raised by the Court, in the Settlement Agreement, the
16 PAGA Group is defined as: “all Class Members who performed work for Defendant during the
17 PAGA Period.” The “PAGA Group Member” shall mean an individual who is a member of the
18 PAGA Group.

19 7. In the Settlement Agreement, the PAGA Period is defined as August 7, 2019
20 through July 31, 2022. The reference to different dates in the in the moving memorandum and the
21 accompanying Szamet Declaration are typographical errors that do not correctly reflect the PAGA
22 Period as defined in the Settlement Agreement. The correct PAGA Period dates are included in
23 paragraph 1 of the Class Notice.

24 **PROPOSED CLASS NOTICE**

25 8. In response to points Nos. 4 and 5 raised by the Court, the information required in
26 the Settlement Agreement was omitted form the Class Notice in error. A corrected version of
27 the Class Notice is attached hereto in redline for the Court’s review as Exhibit “C”. A clean
28 version of the revised Class Notice is attached hereto for the Court’s review as Exhibit “D”.

9. As indicated on the Proof of Service, this supplemental declaration, including all concurrently filed supporting documents, was uploaded to the Labor and Workforce Development Agency's ("LWDA") website on the date these supplemental documents were filed. Proof of submission of this supplemental declaration, all related documents, and copy of the email from the LWDA confirming receipt is attached hereto as Exhibit "E."

10. Attached hereto as Exhibit “A” is a true and correct copy of the fully-executed Amended Joint Stipulation of Class Action Settlement and Release of Claims (“Settlement” or “Settlement Agreement”).

12. Attached hereto as Exhibit “C” is a true and correct copy of the clean revised Class Notice.

13. Attached hereto as Exhibit “D” is a true and correct copy of the redlined revised Class Notice for ease of the Court’s review

14. Attached hereto as Exhibit “E” is a true and correct copy of the proof of submission of this supplemental declaration, all related documents, and copy of the email from the LWDA confirming receipt.

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

This Declaration was executed this 6th day of March, 2023, in Altadena, California.

Kelsey M. Szamet

EXHIBIT "A"

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 TYLER IRISH, on behalf of themselves and all others
 similarly situated

[Additional counsel listed on next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF KERN**

JOEY STEPHENS, MANUEL MARTINEZ,
 ERIC MCINTYRE, JEREMY CAPPS, and
 TYLER IRISH, on behalf of themselves and all
 others similarly situated,

Plaintiffs,

v.

HALL AMBULANCE, INC.; and DOES 1 thru
 50, inclusive,

Defendants.

CASE NO. BCV-20-101643

[Case Assigned for All Purposes to Hon.
 Thomas S. Clark in Dept. 17]

**AMENDED JOINT STIPULATION OF
 CLASS ACTION SETTLEMENT AND
 RELEASE OF CLAIMS**

1 This Joint Stipulation of Class Action Settlement and Release of Claims is entered into
2 between Plaintiffs JOEY STEPHENS, MANUEL MARTINEZ, ERIC MCINTYRE, JEREMY
3 CAPPS, and TYLER IRISH (collectively “Plaintiffs”), on behalf of themselves and the Class
4 Members, and Defendant HALL AMBULANCE SERVICE, INC. (“Defendant”). Plaintiffs and
5 Defendant are collectively referred to herein as the “Parties.”

6 **I. RECITALS.**

7 1. On July 16, 2020, Plaintiff Joey Stevens filed the Class Action Complaint stating
8 causes of action for (1) Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194,
9 and 1199, (2) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512, (3)
10 Penalties Pursuant to Labor Code § 203, and (4) Violation of Business & Professions Code §
11 17200.

12 2. On August 7, 2020, a First Amended Class Action Complaint was filed, which
13 added Manuel Martinez, Eric McIntyre, Jeremy Capps, and Tyler Irish as Plaintiffs and alleged the
14 following causes of action: (1) Failure to Pay Wages and/or Overtime Under Labor Code §§ 510,
15 1194, and 1199; (2) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7, 512; (3)
16 Failure to Authorize and Permit Rest Periods, IWC Wage Order No. 9, § 12, Labor Code § 226.7;
17 (4) Failure to Pay Minimum Wage Under Labor Code §§ 1194, 1194.2, 1197, IWC Wage Order
18 No. 9, § 4; (5) Waiting Time Penalties, Labor Code § 203; and (6) Violations of Business &
19 Professions Code § 17200.

20 3. On July 16, 2020 and August 7, 2020, Plaintiffs provided written notice to the Labor
21 and Workforce Development Agency (“LWDA”) and Defendant regarding the specific provisions
22 of the Labor Code alleged to have been violated, including the facts and theories to support those
23 alleged violations.

24 4. On October 7, 2020, Defendant filed a Motion to Compel Arbitration and Stay
25 Action and argued that the claims asserted in the First Amended Complaint are covered by
26 arbitration agreements signed by the Plaintiffs, which contain mandatory arbitration provisions.
27 Thereafter, the parties entered into stipulations to continue the hearing date on the Motion to
28 Compel Arbitration and Stay Action. Said stay is in effect through November 30, 2022.

1 5. On October 29, 2020, Plaintiffs filed the operative Second Amended Class and
2 Representative Action Complaint alleging the following causes of action: (1) Failure to Pay Wages
3 and/or Overtime, Labor Code §§ 510, 1194, and 1199; (2) Failure to Provide Meal Periods, Labor
4 Code §§ 226.7, 512; (3) Failure to Authorize and Permit Rest Periods, IWC Wage Order No. 9, §
5 12, Labor Code § 226.7; (4) Failure to Pay Minimum Wage Under Labor Code §§ 1194, 1194.2,
6 1197, IWC Wage Order No. 9, § 4; (5) Waiting Time Penalties, Labor Code § 203; (6) Violations
7 of Business & Professions Code § 17200; and (7) Penalties Pursuant to Labor Code § 2699, *et seq.*

8 6. Defendant denies and continues to deny all of Plaintiffs' material allegations.
9 Specifically, Defendant contends (1) it did not fail to pay or improperly calculate Class wages
10 and/or overtime; (2) it provided the Class with all meal and rest periods in accordance with the
11 law; (3) it did not fail to pay the Class for time spent in mandatory trainings, education programs or
12 medical visits; (4) it did not fail to timely pay the Class wages due and owing upon separation; (4)
13 it did not violate Business & Professions Code Section 17200, *et seq.*; (5) the PAGA Group is not
14 entitled to penalties under PAGA; and (6) Defendant is not liable for damages, liquidated damages,
15 penalties, attorney's fees, or costs of litigation to the Class.

16 7. The Parties agreed to participate in an early mediation.

17 8. On March 17, 2021, the Parties participated in mediation with Francis "Tripper"
18 Ortman, III, Esq. Although the parties did not resolve the matter after a full day of negotiations
19 that day, they continued their settlement efforts in the following months and, in early December of
20 2021, reached a settlement, as provided herein, to settle Plaintiffs' claims on a class-wide basis.

21 9. For purposes of this settlement only, Plaintiffs contend and Defendant does not
22 dispute that there is sufficient evidence to support the requirements for Class certification for
23 settlement purposes, specifically:

24 a. There are approximately 1203 Class Members, which is so numerous as to
25 make it impractical to join all Class Members;

26 b. The Class is ascertainable from Defendant's records;

27 c. Common questions of law and fact exist;
28

1 d. Plaintiffs' claims are typical of the claims of the Class;

2 e. Plaintiffs and their counsel, Kingsley & Kingsley, APC and Leonard Carder,
3 LLP, are adequate to represent the Class and should be appointed as Class Representatives and
4 Class Counsel, respectively;

5 f. The prosecution of separate actions by individual members of the Class
6 would create the risk of inconsistent or varying adjudications, which could establish incompatible
7 standards of conduct; and

8 g. Questions of law and fact common to the members of the Class predominate
9 over questions affecting individual members of the Class and a class action is superior to other
10 available means for the fair and efficient adjudication of the controversy.

11
12 10. Plaintiffs and their counsel have fully investigated the historical pay practices of
13 Defendant and concluded that its overtime pay schedule is not and was not a subterfuge to avoid
14 the payment of overtime. Plaintiffs and their counsel agree that the regressive pay scale used by
15 Defendant (i.e., a lower hourly rate for longer shifts) is not unlawful.

16 11. By entering into this Settlement, Defendant admits no liability, and explicitly denies
17 liability or wrongdoing of any kind arising from the claims alleged in the Class Action. This
18 Settlement shall not constitute an admission by Defendant as to any interpretation of laws or as to
19 the merits, validity, or accuracy of any of the claims made against it in the Class Action, or that the
20 claims alleged are suitable for class-wide or collective treatment.

21 **II. DEFINITIONS.**

22 12. "Class", "Class Members", and "Settlement Class Members" means all non-exempt
23 field employees (including Emergency Medical Technicians, Paramedics, and Dispatchers) who
24 are employed or have been employed by HALL AMBULANCE SERVICE, INC., and its
25 subsidiary entities Hall Air Ambulance Service, Inc., Hall Critical Care Transport Service, Inc.,
26 Delano Ambulance Service, Inc., in the State of California during the Class Period. The term
27 "Class Members" shall not include any person who submits a timely and valid request for
28

1 exclusion.

2 13. “Class Action” refers to this class action lawsuit, *Joey Stephens et al. v. Hall*
3 *Ambulance Service, Inc.*, Kern County Superior Court, Case No. BCV-20-101643.

4 14. “Class Counsel” refers to Kingsley & Kingsley, APC and Leonard Carder, LLP, by
5 and through Lead Counsel Eric B. Kingsley, Kelsey M. Szamet, Aaron Kaufmann, and David
6 Pogrel.

7 15. “Class List” refers to the list of Class Member information to be provided to the
8 Settlement Administrator by Defendant.

9 16. “Class Notice” refers to the class notice, substantially in the form attached here to as
10 Exhibit A, as it may be modified by agreement of the Parties or upon order of the Court, which will
11 be sent to the Class Members.

12 17. “Class Period” shall be defined as the time frame of August 21, 2015 through July
13 31, 2022.

14 18. “Class Representatives” refers to Plaintiffs Joey Stephens, Manuel Martinez, Eric
15 McIntyre, Jeremy Capps, and Tyler Irish.

16 19. “Defendant” means Hall Ambulance Service, Inc. and its past, present, and future,
17 whether direct or indirect, officers, directors, members, managers, employees, agents,
18 representatives, attorneys, insurers, partners, investors, shareholders, administrators, including the
19 following subsidiary entities: Hall Air Ambulance Service, Inc., Hall Critical Care Transport
20 Service, Inc., Delano Ambulance Service, Inc.

21 20. “Defense Counsel” refers to R. Scott Brink and Patricia DeSantis Belton of Jeffer
22 Mangels Butler & Mitchell LLP.

23 21. “Effective Date” of the Settlement means the date on which the Court’s Final
24 Approval Order becomes final. The Final Approval Order becomes final upon the following
25 events: (i) upon the Court issuing the Final Approval Order granting approval of this Settlement
26 Agreement if no objections to the settlement are filed, or if an objection is filed but is withdrawn
27 prior to the Court’s Final Approval Hearing; or (ii) in the event there are written objections filed
28 prior to the final approval hearing which are not thereafter withdrawn prior to the hearing, the later

1 of the following events: (a) the day after the last day by which a notice of appeal of the order may
2 be timely filed with the California Court of Appeal, and none is filed; (b) if an appeal is filed and is
3 finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a
4 request for further review of the Court of Appeal's decision passes and no further review is
5 requested; (c) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or
6 otherwise by the Court of Appeal, and further review of the Court of Appeal's decision is
7 requested, the day after the request for review is denied with prejudice and/or no further review of
8 the order can be requested; or (d) if review is accepted, the day the Supreme Court of the State of
9 California, or such lower court to which the case is remanded, affirms the Settlement.

10
11 22. "Employee-side Taxes" shall mean each employee's respective share of any and all
12 applicable federal, state or local payroll taxes and withholdings including, but not limited to those
13 collected under authority of the Federal Insurance Contributions Act ("FICA"), FUTA and/or
14 SUTA on the portion of any Participating Class Member's Settlement Share that constitutes wages.
15 The Employee-side Taxes and Withholdings will be withheld from and paid out of the Maximum
16 Settlement Amount.

17 23. "Employer-side Taxes" shall mean and refer to Defendant's share of corporate
18 federal, state and/or local payroll taxes that is owed on the portion of any Participating Class
19 Member's Settlement Share that constitutes wages. The Employer-side Taxes will be paid out of
20 the Maximum Settlement Amount. If the Court does not approve payment of Employer-side Taxes
21 from the Maximum Settlement Amount, the Maximum Settlement Amount shall be reduced by the
22 amount of estimated Employer-side Taxes, calculated by the Settlement Administrator.

23 24. "Final Approval Hearing" means the hearing set by the Court for the purpose of
24 determining, *inter alia*, (1) the fairness, adequacy, and reasonableness of the Settlement, (2) the
25 Service Payments to Plaintiffs, and (3) the fees and costs of Class Counsel.

26 25. "Final Approval Order" or "Order of Final Approval" refers to the order of the
27 Court granting final approval of this Settlement and entering a judgment approving this Settlement
28 on substantially the same terms provided herein or as may be modified by subsequent agreement of

1 the Parties.

2 26. "Individual Pay Periods" shall mean the number of Pay Periods for an individual
3 PAGA Group Member.

4 27. "Individual Workweeks" shall mean the number of Workweeks for an individual
5 Class Member.

6 28. "Former Employee Sub-Class Member" means any Class Member whose
7 employment with Defendant ended at any point during the Class Period.

8 29. "LWDA Payment" shall mean the payment to the California Labor and Workforce
9 Development Agency ("LWDA") constituting seventy-five percent (75%) of the value assigned to
10 the claim for penalties under the California Labor Code Private Attorneys General Act, California
11 Labor Code Section 2698, *et seq.* ("PAGA"). Specifically, \$37,500.00, which shall constitute the
12 LWDA's 75% share of \$50,000.00 in civil penalties paid under this Settlement. The remaining
13 \$12,500.00 in civil penalties shall be distributed on a *pro rata* basis based upon the number of
14 Individual Pay Periods worked by each PAGA Group Member during the PAGA Period ("PAGA
15 Payment").

16 30. "Maximum Settlement Amount" refers to the maximum amount which Defendant is
17 obliged to pay under this Settlement Agreement, i.e., \$1,900,000.00.

18 31. "Net Settlement Amount" refers to the Maximum Settlement Amount, less (a) the
19 fees and costs of the Settlement Administrator, (b) the payment to the California Labor and
20 Workforce Development Agency ("LWDA"), (c) the Service Payments of Plaintiffs, (d) Class
21 Counsel's Fees and Costs, and (e) Employer-side Taxes and Employee-side Taxes.

22 32. "Order of Preliminary Approval" or "Preliminary Approval Order" refers to the
23 order of the Court granting preliminary approval of this Settlement.

24 33. The "PAGA Group" shall mean all Class Members who performed work for
25 Defendant during the PAGA Period. "PAGA Group Member" shall mean an individual who is a
26 member of the PAGA Group.

27 34. "PAGA Payment Share" shall mean the value of each PAGA Group Member's
28 share of the PAGA Payment as provided by this Settlement Agreement.

1 35. “PAGA Period” shall be defined as the time frame of August 7, 2019 through July
2 31, 2022.

3 36. “Participating Class Members” refers to all Class Members who choose to
4 participate in this Settlement and who do not timely and validly exclude themselves from the
5 Settlement in accordance with the procedures set forth herein.

6 37. “Participating Former Employee Sub-Class Members” refers to all Former
7 Employee Sub-Class Members who choose to participate in this Settlement and who do not timely
8 and validly exclude themselves from the Settlement in accordance with the procedures set forth
9 herein.

10 38. “Parties” refers to Plaintiffs and Defendant.

11 39. “Pay Period” shall mean any pay period in which a Class Member actually received
12 payment from Defendant as a non-exempt field employee during the Class Period (including
13 Emergency Medical Technician, Paramedic, and Dispatcher).

14 40. “Plaintiffs” refers to Plaintiffs Joey Stephens, Manuel Martinez, Eric McIntyre,
15 Jeremy Capps, and Tyler Irish.

16 41. “Qualified Settlement Fund” or “QSF” means an account that will qualify and be
17 characterized as a Qualified Settlement Fund under the provisions of the U.S. Treasury Regulations
18 1.486B-1 and 1.468B-5, to be set up as provided below, and into which the Maximum Settlement
19 Amount is to be deposited as agreed herein, to be administered in a manner consistent with law and
20 the terms of this Settlement.

21 42. “Released Claims” refers collectively to the claims released by Participating Class
22 Members, as appropriate, and as defined in Paragraph 72.

23 43. “Released Former Employee Sub-Class Claims” means the claims released by
24 Participating Former Employee Sub-Class Members as defined in Paragraph 72, subsection (i)-(ii).

25 44. “Released PAGA Claims” means the PAGA claims released by Plaintiffs on behalf
26 of themselves and the other allegedly aggrieved employees and the LWDA, described in detail in
27 Paragraph 73, as against Defendant.

28 45. “Released Parties” means Defendant and its past, present, and future, whether direct

1 or indirect, parents, subsidiaries, affiliates, officers, directors, members, managers, employees,
2 agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators,
3 customers, contractors, insurers, successors, assigns, predecessors, trustees, fiduciaries, subrogees,
4 executors, privies, including, but not limited to, Hall Air Ambulance Service, Inc., Hall Critical
5 Care Transport Service, Inc., Delano Ambulance Service, Inc.

6 46. "Response Deadline" or "Response Period" means the final date, sixty (60) days
7 after the Settlement Administrator mails the Class Notice, upon which Class Members may submit
8 a request for exclusion or objection to the Settlement.

9 47. "Settlement" or "Settlement Agreement" refer to this Joint Stipulation of
10 Settlement.

11 48. "Settlement Administrator" refers to ILYM, the third-party administrator whom the
12 Parties have selected to administer the Settlement in accordance with the terms set forth herein and
13 as approved by the Court.

14 49. "Settlement Share" refers to the value of the Net Settlement Amount which an
15 individual Class Member is entitled to receive pursuant to the Settlement.

16 50. "Workweek" shall mean any week in which a Class Member actually performed
17 paid work for Defendant during the Class Period as a non-exempt field employee (including
18 Emergency Medical Technician, Paramedic, and Dispatcher).

19 **III. APPLICATION FOR APPROVAL OF THE SETTLEMENT, CLASS**
20 **CERTIFICATION, DISSEMINATION OF NOTICE, AND SETTING OF FINAL**
APPROVAL HEARING.

21 51. Promptly upon the full execution of this Settlement Agreement, Plaintiffs shall
22 apply to the Court for approval of the Settlement, including an Order of Preliminary Approval that,
23 amongst other things, (a) preliminarily approves the Settlement under the legal standards relating to
24 the approval of class and collective action settlements; (b) preliminarily certifies the Settlement
25 Class for settlement purposes only; (c) approves the Class Notice and authorizes dissemination of
26 the same; (d) preliminarily approves Plaintiffs as Class Representatives; (e) preliminarily approves
27 Kingsley & Kingsley, APC and Leonard Carder, LLP as Class Counsel; (f) preliminarily approves
28 ILYM to serve as Settlement Administrator; and (g) sets a Final Approval Hearing and briefing

1 schedule. Should this Settlement not become effective for any reason, the fact that the Parties
2 stipulated to certification of a Class herein shall have no bearing on and shall not be admissible on
3 the question of whether a class/collective action should be certified in a non-settlement context.

4 **IV. CONSIDERATION FOR THE SETTLEMENT.**

5 52. Maximum Settlement Amount.

6 The Parties agree to settle this Class Action for the Maximum Settlement Amount of
7 \$1,900,000.00. The Maximum Settlement Amount is paid in full and final settlement of (a) the
8 Released Claims, (b) the PAGA Released Claims; (c) the fees and costs of the Settlement
9 Administrator, (d) the payment to the LWDA, (e) the Service Payments to Plaintiffs, (f) Class
10 Counsel's Fees and Costs, and (g) Employer-side Taxes and Employee-side Taxes. The Maximum
11 Settlement Amount shall be deposited into the QSF within seventy (70) calendar days of the
12 Effective Date.

13 53. Allocation of the Maximum Settlement Amount.

14 Subject to Court approval, the Maximum Settlement Amount of \$1,900,000.00 will be
15 credited or allocated as follows:

- 16 (i) \$17,132.80 for the fees and costs of the Settlement Administrator;
- 17 (ii) \$37,500 payment to LWDA under PAGA;
- 18 (iii) \$12,500 for payment to the PAGA Group Member Employees;
- 19 (iv) \$50,000 total Service Payments to Plaintiffs (\$10,000 each);
- 20 (v) \$30,000 payment to Class Counsel for declared Costs; and
- 21 (vi) \$633,333.33 payment to Class Counsel for attorneys' fees.

22 The remainder constitutes the Net Class Settlement Amount..

23 54. Escalator Clause.

24 Defendant represents that the Class Members have worked approximately 143,345
25 workweeks during the Class Period. Defendant further represents that there are approximately
26 1203 Class Members, including approximately 706 former employee Class Members during
27 the same period. Should the qualifying workweeks worked by Class Members or the total
28 number of Class Members increase beyond 15% (i.e., more than 164,847 workweeks worked

1 and more than 812 Class Members) during the Class Period, Defendant shall have the option
2 to increase the Maximum Settlement Amount on a pro-rata basis equal to the larger of the
3 percentage increase in the number of workweeks worked by the Class Members or the total
4 number of Class Members above ten percent (15%), meaning Defendant will have the option
5 to increase the Maximum Settlement Amount by the percentage amount above fifteen percent
6 (15%) . If Defendant declines to increase the Maximum Settlement Amount, Plaintiff will have
7 the option to terminate the settlement in its entirety and the Parties will be returned to their
8 respective positions as if no settlement had been contemplated.

9 55. Reasonable Fees and Costs of the Settlement Administrator.

10 All of the Settlement Administrator's fees and costs, which are estimated not to exceed
11 \$17,132.80 unless otherwise approved by the Court, will be paid out of the Maximum Settlement
12 Amount from the QSF.

13 56. Payment to the LWDA under the PAGA.

14 The Parties allocate \$50,000.00 to the PAGA claims. Of that amount, 75% – or \$37,500.00
15 – will be paid to the LWDA, and 25% – or \$12,500.00 – will be distributed on a *pro rata* basis
16 based upon the number of Individual Pay Periods worked by each PAGA Group Member during
17 the PAGA Period. The Parties believe such amount is reasonable and sufficient under the
18 circumstances and serves the punitive and deterrent purposes of the PAGA. The Settlement
19 Administrator shall make the payment to the LWDA within 10 calendar days after Defendant funds
20 the QSF or the Effective Date, whichever is later.

21 57. Service Payments to Plaintiffs.

22 Subject to Court approval, Plaintiffs will apply for Service Payments of not to exceed
23 \$10,000 each or 1% of the Maximum Settlement Amount, in consideration for their efforts on
24 behalf of the Class including, but not limited to, assisting in the investigation and consulting with
25 Class Counsel, providing critical information and documents to Class Counsel, and participating in
26 settlement negotiations, the Zoom mediation, and in the drafting of the Settlement Agreement.
27 Any Service Payment approved by the Court will be paid out of the Maximum Settlement Amount
28 and shall be in addition to Plaintiffs' Settlement Share under the terms of the Settlement. The

1 Settlement Administrator will issue an IRS Form 1099 for any Service Payments approved by the
2 Court. The Settlement Administrator shall transfer the Service Payments to Class Counsel within
3 10 calendar days after Defendant funds the QSF or the Effective Date, whichever is later.
4 Defendant will not oppose Plaintiffs' request for Service Payments of equal to or less than \$10,000
5 each, or \$50,000 total.

6 58. Reasonable Attorneys' Fees and Costs to Class Counsel.

7 Subject to Court approval, Class Counsel will apply to the Court for an award of attorneys'
8 fees and costs incurred in connection with the prosecution of this matter; all of the work remaining
9 to be performed including, but not limited to, documenting the Settlement; drafting the Class
10 Notice; soliciting bids from, negotiating with, and retaining the Settlement Administrator;
11 preparing all of the motions and documents necessary to secure Court approval of the Settlement
12 Agreement (including all related appellate work if necessary); carrying out their duties to see that
13 the Settlement Agreement is fairly administered and implemented; responding to questions from
14 Settlement Class Members; and obtaining judgment.

15 Class Counsel will apply to the Court for an award of attorneys' fees in an amount not to
16 exceed 33-1/3% percent of the Maximum Settlement Amount, or \$633,333.33, and declared costs
17 of up to \$30,000. Defendant will not oppose Class Counsel's request of equal to or less than the
18 amounts referenced above. The fees and costs awarded to Class Counsel by the Court shall be paid
19 out of the Maximum Settlement Amount from the QSF. The Settlement Administrator shall issue
20 an IRS Form 1099 to Class Counsel in connection with this payment. The Settlement
21 Administrator shall transfer the attorneys' fees and costs awarded to Class Counsel within 10
22 calendar days after Defendant funds the QSF or the Effective Date, whichever is later.

23 In the event that a lesser sum is awarded for the attorneys' fees and costs referenced above,
24 or for the Service Payments referenced in Paragraph 57, the approval by the Court of any such
25 lesser sum(s) shall not be grounds for Plaintiffs and/or Class Counsel to terminate the Settlement,
26 but such an order shall be appealable by them. In the event that such an appeal is filed, final
27 funding and administration of the portion of the attorneys' fees and/or costs award and/or Service
28 Payment in dispute will be segregated and stayed pending the exhaustion of appellate review. If,

1 after the exhaustion of any such appellate review, additional amounts are distributable to the
2 Participating Class Members, the cost of administration of the payments to them will be paid out of
3 such additional amounts and not by Defendant. Any amount not awarded in attorneys' fees, costs
4 and Service Payments shall be added to the Net Settlement Amount and distributed to the
5 Participating Class Members in accordance with the terms of the Settlement.

6 As of the date the QSF is funded or the Effective Date, whichever is later, and except as
7 otherwise provided by this Settlement, Class Counsel and any counsel associated with Class
8 Counsel waive any further claims to costs and attorney's fees and expenses against Defendant or
9 the Released Parties arising from or related to the Class Action, including but not limited to claims
10 based on the Labor Code, the Code of Civil Procedure, PAGA, the Fair Labor and Standards Act,
11 the Business and Professions Code, or any other contract, statute or law.

12 59. Tax Treatment of Settlement Shares.

13 For the purpose of taxes and required withholdings, the Parties agree that (i) supplemental
14 payments to Participating Former Employee Sub-Class Members (defined below as the "Former
15 Employee Sub-Class Member Supplemental Payments") shall be considered 100% penalties (for
16 which an IRS Form 1099 will be issued) (ii) Payments to Class Members shall be considered 15%
17 wages (for which an IRS Form W-2 shall be issued) and 85% interest and penalties (for which an
18 IRS Form 1099 shall be issued); and (iii) Payments to PAGA Group Members shall be considered
19 100% penalties (for which an IRS Form 1099 with be issued).

20 Prior to the mailing of the Class Notice and again prior to the distribution of Settlement
21 Shares, the Settlement Administrator shall calculate the total taxes and withholdings required as a
22 result of the wage portion of the Settlement Share and such actual amount will be deducted
23 therefrom. The Parties understand that Participating Class Members who receive Settlement
24 Shares under this Settlement shall be solely responsible for any and all individual tax obligations
25 on the non-wage portion of their Settlement Share, and will indemnify and hold harmless
26 Defendant for any taxes, interest or penalties that may be incurred by Defendant on the non-wage
27 portion of the Participating Class Member's Settlement Share if any taxing authority disputes the
28 allocation of the settlement payment.

1 60. No Effect on Employee Benefit Plans.

2 Neither this Settlement nor any amounts paid hereunder will modify any previously
3 credited hours, days, or weeks of service under any employee benefit plan, policy or bonus
4 program sponsored by Defendant.

5 61. Undistributed Funds.

6 In the event that any checks mailed to Participating Class Members remain uncashed after
7 the expiration of 180 days, or an envelope mailed to a Participating Class Member is returned and
8 no forwarding address can be located for the Participating Class Member after reasonable efforts
9 have been made (including but not limited to skip tracing), then any such funds shall be transmitted
10 to the State of California Office of the Controller Unclaimed Property Fund in the name of the
11 Participating Class Member who did not cash his/her Settlement check. The Parties agree to
12 coordinate their efforts to seek Court approval for such an escheatment process of uncashed funds.
13 If, for some reason, the Court does not approve the escheatment of uncashed funds, the Parties
14 agree to proceed pursuant to California Code of Civil Procedure section 384, and will meet and
15 confer to jointly select a cy pres recipient pursuant to Code of Civil Procedure section
16 384(b)(3)(C).

17 **V. ADMINISTRATION OF THE SETTLEMENT.**

18 62. Duties of the Settlement Administrator.

19 The Settlement Administrator shall perform the duties required by this Settlement by,
20 among other things, and without limitation, (i) receiving and updating through normal and
21 customary procedures the list of Class Members to be produced by Defendant, so that it is updated
22 prior to the mailing of the Class Notice, (ii) populating, printing and mailing the Court-approved
23 Class Notice, (iii) establishing and maintaining a settlement website in the manner described
24 below, (iv) responding to Class Member inquiries as appropriate, (v) performing necessary
25 additional skip traces on any notices and/or checks returned as undeliverable, (vi) calculating the
26 Settlement Shares of the Participating Class Members, (vii) resolving disputes during the
27 administration process in the manner described below, (viii) reporting to Class Counsel and
28 Defense Counsel regarding administration of the Settlement, (ix) establishing the QSF in the

1 manner described below, (x) preparing and mailing settlement checks to the Participating Class
2 Members, (xi) preparing and mailing the Court-approved payments to itself, the LWDA, the Class
3 Representatives, and Class Counsel, (xii) preparing all appropriate tax forms required in connection
4 with the payments called for by this Settlement and remitting those forms and all required
5 payments to the appropriate governmental agencies, (xiii) preparing a final report and declaration
6 summarizing the administration of the Settlement, and (xiv) generally performing all normal and
7 customary duties associated with the administration of such settlements.

8 63. Dispute Resolution.

9 The Settlement Administrator shall have the initial responsibility for resolving any disputes
10 that arise during the administration of the Settlement including, without limitation, disputes
11 regarding whether a Class Member is entitled to a Settlement Share and, if so, the amount thereof.
12 In resolving such disputes, Defendant's employment records shall be presumed accurate and
13 correct, and shall be final and binding unless the information submitted by the individual (e.g., time
14 records, wage statements, employment records, etc.) proves otherwise. In the event that the
15 Settlement Administrator cannot resolve a dispute based upon a review of Defendant's records, the
16 Settlement Administrator will schedule a call with Class Counsel and Defense Counsel to discuss
17 and resolve the dispute. After such call, the Settlement Administrator will resolve the dispute and
18 such resolution will be final and binding on the Class Member.

19 64. Establishing the Qualified Settlement Fund.

20 The Parties understand and agree that: (1) the Maximum Settlement Amount will qualify
21 and be characterized as a Qualified Settlement Fund ("QSF") under the provisions of Treasury
22 Regulation Sections 1.468B-1 and 1.468B-5 with the purpose of resolving and/or satisfying the
23 claims raised in this Settlement Agreement, (2) the QSF will be taxed as a separate entity for
24 purposes of all federal, state, and local taxes, (3) the Parties shall treat the QSF on a basis
25 consistent therewith for all tax purposes (and, for the avoidance of doubt, this Settlement
26 Agreement shall be interpreted consistently therewith), (4) the QSF will be characterized as the
27 employer of all Participating Class Members for purposes of determining all tax obligations
28 (including withholding obligations such as Unemployment Insurance, Employment Training Tax,

1 and State Disability Insurance), if any, associated with any and all payments under this Settlement,
2 and (5) the QSF will bear full and sole responsibility (including the preparation and submission of
3 necessary tax forms) for all withholding taxes associated with the QSF and settlement funds under
4 this Settlement Agreement, in addition to any income taxes with respect to the earnings within the
5 QSF and tax requirements relating to payments from the QSF. Any interest accrued by the QSF
6 shall inure to the benefit of the Settlement Class. All taxes (if any, including any interest and
7 penalties) arising with respect to income earned by the QSF shall be paid from the QSF. All
8 expenses and costs incurred in connection with the operation and implementation of this section
9 (including without limitation, expenses of attorneys and/or accountants and mailing and
10 distribution of expenses related to filing (or failing to file) any necessary tax returns) shall be paid
11 from the QSF. For the avoidance of doubt, Defendant shall have no obligations with respect to the
12 administration of the QSF, except as expressly provided under this Paragraph 64.

13 The Settlement Administrator shall be responsible for establishing the QSF upon the
14 Court's approval to do so, which approval the Parties will jointly seek. The Maximum Settlement
15 Amount shall be deposited into the QSF within 70 calendar days of the Effective Date. Defendant
16 may, at its discretion, deposit the Maximum Settlement Amount at an earlier date.

17 **VI. CLASS LIST, NOTICE TO SETTLEMENT CLASS MEMBERS, PARTICIPATION**
18 **IN THE SETTLEMENT, AND SETTLEMENT SHARES.**

19 65. Provision of the Class List.

20 Within 15 business days after the Motion for Preliminary Approval is granted, Defendant
21 will provide to the Settlement Administrator the "PAGA Group" and "Class Members' Data,"
22 which shall consist of an electronic database containing (i) each Class Member's first and last
23 name, (ii) last known mailing address, (iii) the Class Member's Social Security number or Tax ID,
24 (iv) the Class Member's employee identification number, if applicable, based on Defendant's
25 payroll records, (v) the Class Member's total number of Individual Workweeks, and (vi) PAGA
26 Group Members' total number of Individual Pay Periods. If any or all of the Class Members' Data
27 are unavailable to Defendant, Defendant will so inform Class Counsel prior to the date on which
28 Defendant is required to submit the Class Members' Data to the Settlement Administrator and the

Parties will make their best efforts to reconstruct or otherwise agree upon the Class Members' Data prior to when it must be submitted to the Settlement Administrator. If the Parties are unable to agree, the dispute will be resolved by the Settlement Administrator as provided in Paragraph 63. This information will otherwise remain confidential and will not be disclosed to anyone, including counsel for Plaintiffs, except as required to applicable taxing authorities, and except as required to carry out the reasonable efforts to identify Class Member information as described in this Paragraph 65, pursuant to Defendant's express written authorization, or by order of the Superior Court.

66. Notice to Settlement Class Members.

Promptly upon receipt of the Class List, the Settlement Administrator shall access the National Change of Address Database ("NCOA") and update the addresses provided by Defendant. The Settlement Administrator shall also determine the number of Pay Periods worked, as appropriate, for each Class Member, determine whether the Class Member is a member of the Former Employee Sub-Class, and populate the Class Notice accordingly. Within 10 calendar days after receipt of the Class List, the Settlement Administrator shall mail the Class Notice to each Class Member via first-class mail. For each Class Notice that is returned as undeliverable before the Response Deadline, the Settlement Administrator shall promptly attempt to determine a correct address using its best efforts and shall resend the notice to any new address determined thereby.

67. Participation in the Settlement and Calculation of Settlement Shares.

Class Members are not required to file claims in order to be eligible to participate in this Settlement and receive their Settlement Share. In accordance with the formulas set forth herein, 70 percent of the Net Settlement Amount shall be paid to Participating Class Members. 30 percent of the Net Settlement Amount shall be distributed to all Participating Class Members who qualify as Participating Former Employee Sub-Class Members. As referenced above, \$12,500.00 of the Maximum Settlement Amount shall be distributed to PAGA Group Members. The amount of each Participating Class Member, Participating Former Employee Sub-Class Member, and PAGA Group Member Settlement Share shall be determined by the Settlement Administrator as follows:

(i) Class Members.

1 The Workweeks worked during the Class Period by each Participating Class
2 Member will be divided by the total Workweeks worked by all Participating
3 Class Members during the Class Period, resulting in a payment ratio for each
4 Participating Class Member. Each Participating Class Member's payment
5 ratio is then multiplied by the portion of the Net Settlement Amount
6 allocated to the Class to determine his or her individual Participating Class
7 Member Settlement Share.

8 (ii) Participating Former Employee Sub-Class Members.

9 Participating Former Employee Sub-Class Members shall each receive an
10 equal share of the portion of the 30% of the Net Settlement Amount set aside
11 for them (the "Former Employee Sub-Class Member Supplemental
12 Payment") in addition to their Participating Class Member payment.

13 (iii) PAGA Group Members .

14 The Pay Periods worked during the PAGA Period by each PAGA Group
15 Member will be divided by the total Pay Periods worked by all PAGA
16 Group Members during the PAGA Period, resulting in a payment ratio for
17 each PAGA Group Member. Each PAGA Group Member's payment ratio is
18 then multiplied by the \$12,500 allocated to the PAGA Group Members to
19 determine his or her individual payment (the "PAGA Payment Share").
20 Each PAGA Group Member's PAGA Payment Share shall be paid in
21 addition to any Participating Class Member payment and, if applicable,
22 Former Employee Sub-Class Member Supplemental Payment, to which the
23 PAGA Group Member may be entitled.

24 The Settlement Administrator shall pay to each Participating Class Member his or her
25 Settlement Share and to each PAGA Group Member his or her PAGA Payment Share from the
26 QSF. The Settlement Administrator shall pay each Settlement Share by sending a check in the
27 appropriate amount after withholdings to the Participating Class Member at the address indicated
28 in the Class Member's Data. The Settlement Administrator shall pay each PAGA Payment Share

1 by sending a check in the appropriate amount to the PAGA Group Member at the address indicated
2 in the PAGA Group Member's Data. Such payment shall be sent by the Settlement Administrator
3 via U.S. Mail within fourteen (14) calendar days of its receipt of the Maximum Settlement Amount
4 from Defendant, or within fourteen (14) calendar days of the Effective Date, whichever is later.

5 68. Procedures for Challenges.

6 A Class Member may, before the Response Deadline, dispute the amount of his or her
7 Settlement Share, and the data used to calculate it, by timely sending a written notice to the
8 Settlement Administrator informing the Settlement Administrator of the nature of the dispute and
9 providing any records or documentation supporting their position. In response to such a challenge,
10 Defendant will first verify the accuracy of the information contained in its records. Next, Class
11 Counsel and Defense Counsel will make a good faith effort to resolve the dispute informally. If
12 Class Counsel and Defense Counsel are unable to agree, the dispute shall be resolved by the
13 Settlement Administrator after examination of the records provided by the Settlement Class
14 Member and Defendant. The Settlement Administrator's determination will be final and binding.

15 If, before the Response Deadline, an individual not previously identified in the Class List
16 asserts his or her membership in the Settlement Class and seeks recovery under the Settlement, the
17 Settlement Administrator shall provide Class Counsel and Defense Counsel with the evidence
18 submitted by the individual. To be eligible for recovery under this Settlement, individuals must
19 provide sufficient proof to the Settlement Administrator supporting his or her request for inclusion,
20 including specific evidence establishing that he or she qualifies as a Settlement Class Member as
21 defined herein. If Class Counsel and Defense Counsel agree an individual is not a Settlement Class
22 Member, the Settlement Administrator will inform the individual that their request for inclusion
23 has been rejected. If Class Counsel and Defense Counsel are unable to agree, the dispute shall be
24 resolved by the Settlement Administrator after examination of the records provided by the
25 Settlement Class Member and Defendant. The Settlement Administrator's determination will be
26 final and binding.

27 **VII. EXCLUSIONS, OBJECTIONS AND BINDING EFFECT OF SETTLEMENT.**

28 69. Right of Class Members to Opt-Out of Settlement.

1 The Class Notice will advise each Class Member of their right exclude themselves or opt-
2 out of the Settlement. To be effective, requests for exclusion must (a) be submitted in writing to
3 the Settlement Administrator, postmarked before the Response Deadline (i.e., no later than 45
4 calendar days from the date of mailing of the Class Notice), (b) contain the individual's first and
5 last name, current home (or mailing address), and the last four digits of his or her social security
6 number, and (c) include written affirmation of his or her desire to exclude themselves containing
7 the following or substantially similar language:

8 *"I elect to opt-out of the Joey Stephens et al. v. Hall Ambulance Service, Inc.*
9 *class action settlement. I understand that by doing so, I will not be able to*
10 *participate in the settlement, and will not receive a share of the settlement."*

11 The Settlement Administrator shall email copies of any Opt-Outs received to all counsel
12 within 48 hours of its receipt of same. The Class Notice shall include the specific address to which
13 requests for exclusion must be mailed as well as a summary of the foregoing. Any Class Member
14 who timely requests exclusion from this Settlement shall not have any rights under the Settlement,
15 shall not be entitled to receive a Settlement Share, shall not be bound by the Settlement or the
16 Order of Final Approval, and shall not have the right to file an objection to the Settlement. A Class
17 Member who timely submits a valid request for exclusion will not participate in, or be bound by,
18 the Settlement or the Judgment and will not receive any payment pursuant to the Settlement except
19 for a payment from the portion of the PAGA Payment to the PAGA Group if the Class Member is
20 a PAGA Group Member, and will not be bound by the terms of the Settlement, except for the
21 release of the Released PAGA Claims if the Class Member is a PAGA Group Member, and will
22 not have any right to object, appeal, or comment thereon.

23 70. Right of Class Members to Object to Settlement.

24 The Class Notice will advise each Class Member of their right to object to the Settlement.
25 To be effective, objections must (a) be mailed to the Settlement Administrator, postmarked before
26 the Response Deadline (i.e., no later than 45 calendar days from the date of mailing of the Class
27 Notice), (b) clearly identify the case name and number, (c) contain the objector's full name,
28 current home (or mailing address), and the last four digits of his or her social security number, (d)

1 clearly and concisely state all grounds for the objection, (e) indicate whether the objector is
2 represented by counsel and, if so, identify such counsel, (f) indicate whether the objector and/or his
3 or her counsel intend to appear at the Final Approval Hearing, and (g) be signed by the objector or
4 his or her counsel.

5 The Notice will include the specific address to which objections must be mailed as well as a
6 summary of the foregoing. Absent good cause found by the Court, no Class Member may be heard
7 at the Final Approval Hearing unless he or she has complied with these requirements, and any
8 Class Member who fails to comply with these requirements shall be deemed to have waived his or
9 her right to object to the Settlement. Any Class Member whose objection is overruled will be
10 deemed to be a Participating Class Member and subject to the terms of this Settlement and the
11 Court's Order of Final Approval.

12 71. Binding Effect on Participating Class Members.

13 All Participating Class Members will bound by the terms and conditions of this Settlement,
14 the Court's Order of Final Approval, and the releases set forth herein.

15 **VIII. RELEASES**

16 72. Released Claims.

17 As of the date the QSF is funded or the Effective Date, whichever is later, each
18 Participating Class Member, and without the need to manually sign a release document, in
19 exchange for the consideration recited in this Settlement Agreement, on behalf of himself or herself
20 and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys,
21 agents, and assigns, shall and does hereby fully and finally release the Released Parties from any
22 and all claims, demands, rights, liabilities, and causes of action that were or could have been
23 brought against the Released Parties in the Class Action based on the facts and allegations set forth
24 in the Class Action (the "Released Claims"). Released Claims for Class Members who worked for
25 Defendant during the Class Period shall have their claims released during the Class Period. The
26 Released Claims release all causes of action and claims that were alleged in the Class Action or
27 reasonably could have been alleged based on the facts and legal theories contained in the operative
28 complaint, including, but not limited to, all of the following claims for relief:

- (i) All causes of action and claims that were alleged in the Class Action or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint, including, but not limited to, all of the following claims for relief: Failure to Pay Wages and/or Overtime (Labor Code §§ 510, 1194, 1199), Failure to Provide Meal Periods (Labor Code §§ 226.7, 512), Failure to Authorize and Permit Rest Periods (IWC Wage Order No. 9, § 12, Labor Code § 226.7), Failure to Pay Minimum Wage (Labor Code §§ 1194, 1194.2, 1197, IWC Wage Order No. 9, § 4), Waiting Time Penalties (Labor Code § 203), Violations of Business & Professions Code § 17200, Penalties Pursuant to Labor Code § 2699 *et seq.*, claims for restitution and other equitable relief, liquidated damages, civil penalties, statutory penalties, punitive damages, waiting time penalties, interest, as well as all similar provisions under the Federal Fair Labor Standards Act, including 29 U.S.C. sections 206, 207, and 216, and the National Labor Relations Act.
- (ii) Participating Class Members who are employed by Defendant and who participate in the Settlement and receive a payment thereunder shall, by virtue of the same, release any Labor Code section 203 claims for failure to pay wages due and owing at the end of employment based upon the claims set forth above in Paragraph 72(i).

73. Released PAGA Claims.

As of the date the QSF is funded or the Effective Date, whichever is later, each PAGA Group Member, and without the need to manually sign a release document, in exchange for the consideration recited in this Settlement Agreement, on behalf of himself or herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and finally release Released Parties from any and all claims, demands, rights, liabilities, and causes of action that were or could have been brought against the Released Parties in the Class Action for civil penalties pursuant to the PAGA that were alleged or could have

1 been alleged under the Labor Code, state or local wage and hour laws and Wage Orders, whether
2 known or unknown, based on the facts and legal theories contained in the Class Action, including
3 but not limited to (a) failure to properly calculate and pay all minimum wages and/or overtime
4 wages; (b) failure to provide meal periods or compensation in lieu thereof; (c) failure to provide
5 rest periods or compensation in lieu thereof; (d) failure to pay wages timely at time of termination
6 or resignation; (e) failure to timely pay all wages that could have been premised on the claims,
7 causes of action or legal theories of relief described above or any of the claims, causes of action or
8 legal theories of relief pleaded in the operative complaint (the "PAGA Released Claims").

9 Following the Effective Date and Defendant funding the settlement, all PAGA Group Members
10 will release the Released Parties from the PAGA Released Claims that accrued during the PAGA
11 Period. PAGA Group Members cannot opt out of or object to the foregoing PAGA Release.

12 74. Plaintiffs' General Release

13 As of the date the QSF is funded or the Effective Date, whichever is later, in exchange for
14 the consideration set forth in this Settlement Agreement, Plaintiffs shall release all claims against
15 Defendant related to their employment, including all claims alleged in the Class Action, and be
16 bound by a Civil Code Section 1542 release and waiver of all claims known and unknown, without
17 exception, except as may be prohibited by law. This specifically excludes claims for
18 unemployment insurance, disability, social security, and workers' compensation (except for claims
19 pursuant to California Labor Code Sections 132a and 4553). Section 1542 of the Civil Code
20 provides:

21 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
22 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
23 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
24 RELEASE THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

25 Plaintiffs hereby acknowledge that they may hereafter discover claims or facts in addition
26 to or different from those which they now know or believe to exist with respect to the subject
27 matter of this General Release and which, if known or suspected at the time of executing this
28 General Release, may have materially affected this Settlement. Nonetheless, Plaintiffs hereby

1 waive any right, claim or cause of action that might arise as a result of such different or additional
2 claims or facts. Plaintiffs acknowledge that they understand the significance and consequence of
3 such release and such specific waiver of Section 1542.

4 75. No Publicity.

5 Plaintiffs and Class Counsel agree not to initiate any publicity or respond to any media or
6 other inquiries about the terms of this Settlement or the Class Action. Plaintiffs and Class Counsel
7 further agree to keep the terms of the Settlement confidential prior to filing the Motion for
8 Preliminary Approval.

9 76. No Admission of Liability.

10 Defendant denies that it has engaged in any unlawful activity, has failed to comply with the
11 law in any respect, or has any liability to anyone under the claims asserted in the Class Action.
12 This Settlement is entered into solely for the purpose of compromising highly disputed claims.
13 Nothing in this Settlement is intended or will be construed as an admission of liability or
14 wrongdoing by Defendant, an admission by Plaintiffs that any of their claims were non-
15 meritorious, or any defense asserted by Defendant was meritorious. The fact that Plaintiffs and
16 Defendant were willing to settle the Class Action will have no bearing on, and will not be
17 admissible in connection with, any litigation (other than solely in connection with the Settlement).

18 77. Tax Liability and Medicare.

19 The Parties make no representations as to the tax treatment or legal effect of the payments
20 called for hereunder, and Settlement Class Members are not relying on any statement or
21 representation by the Parties in this regard. Participating Class Members understand and agree that
22 they will be responsible for the payment of taxes and penalties assessed on the payments described
23 herein and will hold the Parties free and harmless from and against any claims resulting from
24 treatment of such payments as non-taxable damages, including the treatment of such payment as
25 not subject to withholding or deduction for payroll and employment taxes. Moreover, this
26 Settlement Agreement is based upon a good faith determination of the Parties to resolve a disputed
27 claim. The Parties have not shifted responsibility of medical treatment to Medicare in
28 contravention of 42 U.S.C. Sec. 1395y(b), especially since this is strictly a wage and hour case.

1 The Parties resolved this matter in compliance with both state and federal law. The Parties made
2 every effort to adequately protect Medicare's interest and incorporate such into the settlement
3 terms. Plaintiffs warrant that they are not a Medicare beneficiary as of the date of this Settlement
4 Agreement. Because Plaintiffs are not a Medicare recipient as of the date of this Settlement
5 Agreement, no conditional payments have been made by Medicare.

6 78. Circular 230 Disclaimer.

7 Each Party to this Settlement Agreement (for purposes of this section, the "acknowledging
8 party" and each Party to this Settlement Agreement other than the acknowledging party, an "other
9 party") acknowledges and agrees that (1) no provision of this Settlement Agreement, and no
10 written communication or disclosure between or among the Parties or their attorneys and other
11 advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be
12 construed or be relied upon as, tax advice within the meaning of United States Treasury
13 Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied
14 exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax
15 advice) in connection with this Settlement Agreement, (b) has not entered into this Settlement
16 Agreement based upon the recommendation of any other party or any attorney or advisor to any
17 other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or
18 adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging
19 party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the
20 confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such
21 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or
22 tax structure of any transaction, including any transaction contemplated by this Settlement
23 Agreement. The Parties agree that Class Members and PAGA Group Members will assume any
24 such tax obligations or consequences that may arise from this Settlement Agreement, and that
25 Class Members and PAGA Group Members shall not seek any indemnification from the Parties or
26 any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body
27 determines that additional taxes are due from any Class Member or PAGA Group Member, such
28 Class Member or PAGA Group Member assumes all responsibility for the payment of such taxes

1 and shall hold Defendant and the Released Parties harmless. Class Members and PAGA Group
2 Members will be specifically informed that neither Defendant nor Class Counsel make any
3 representations regarding the tax implications of any amounts paid under this Settlement
4 Agreement and that if any Class Member or PAGA Group Member has any questions regarding
5 those implications, they can and should consult a tax expert.

6 **IX. FINAL SETTLEMENT APPROVAL.**

7 79. A Final Approval Hearing shall be held for the purpose of considering, *inter alia*,
8 (a) the fairness, adequacy, and reasonableness of the Settlement, (b) the Service Payments to
9 Plaintiffs, (c) the fees and costs of Class Counsel, and (d) the propriety of any timely objections as
10 well as Class Counsel and Defense Counsel's response thereto. The date of the Final Approval
11 Hearing shall be set by the Court and notice of such shall be provided to Class Members in the
12 Class Notice. Although the Court may continue the Final Approval Hearing without further notice
13 to the Settlement Class Members, the Settlement Administrator's website will be updated to
14 provide this information.

15 Upon final approval of the Settlement, the Parties will respectfully request the Court enter
16 an Order of Final Approval:

- 17 (i) Approving the Settlement, adjudging the terms thereof to be fair, reasonable,
18 and adequate, and directing consummation of its terms and provisions;
19 (ii) Approving payment to the Settlement Administrator;
20 (iii) Approving the Service Payments to the Plaintiffs for their service as Class
21 Representatives;
22 (iv) Approving Class Counsel's application for fees and costs;
23 (v) Permanently enjoining and restraining Participating Class Members from
24 and against initiating or pursuing against Defendant any individual,
25 representative, or class claims released by this Settlement;
26 (vi) Entering judgment in this Class Action consistent with the terms of this
27 Settlement ("Judgment"); and
28 (vii) Retaining jurisdiction to the extent necessary over the subject matter of the

1 Class Action and over the Parties and Settlement Class Members to enforce
2 the terms of the Settlement.

3 80. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.

4 If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other
5 motion, petition, writ, or application, the reviewing court vacates, reverses, or modifies the
6 Judgment such that there is a material modification to the Settlement, and that court's decision is
7 not completely reversed and the Judgment is not fully affirmed on review by a higher court, then
8 either Party will have the right to void the Settlement, which the Party must do by giving written
9 notice to the other Parties, the reviewing court, and the Superior Court, not later than fourteen (14)
10 days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment
11 becomes final. For the purposes of this paragraph, a "material change" is a change to the
12 Maximum Settlement Amount, Released Parties, the Released Claims, Released PAGA Claims,
13 Plaintiffs' General Release, Settlement Class, PAGA Group, Class Period, and the PAGA Period
14 terms defined herein. A vacation, reversal, or modification of the Superior Court's award of the
15 Service Payments, or the Class Counsel's Attorney's Fees and Costs will not constitute a vacation,
16 reversal, or material modification of the Judgment within the meaning of this paragraph.

17 **X. TERMINATION OF THE SETTLEMENT.**

18 81. Grounds for Termination of the Settlement.

19 If the Superior Court ultimately does not grant final approval of the Settlement or grants
20 final approval conditioned on any material change to the Settlement that is not agreed to by one of
21 the Parties, then either Party will have the right to void the Settlement. If the Settlement is voided
22 in this manner, the Parties will have no further obligations under the Settlement, including any
23 obligation by Defendant to pay any amounts that otherwise would have been payable under this
24 Settlement, except that the voiding Party will pay the Settlement Administrator's reasonable fees
25 and expenses incurred as of the date that the Party exercises the right to void the Settlement under
26 this paragraph. For the purposes of this paragraph, a "material change" is a change to the terms
27 outlined in the executed Memorandum of Understanding, a copy of which is attached hereto as
28 **Exhibit B.** However, an award by the Superior Court of a lesser amount than that sought by

1 Plaintiffs and Class Counsel for the Service Payments and/or Class Counsel's Attorney's Fees and
2 Costs will not constitute a material change to the Settlement within the meaning of this paragraph.

3 82. Defendant's Right to Terminate the Settlement.

4 Notwithstanding any other provision in this Settlement, if 5% or more of the Class
5 Members opt-out of the Settlement, Defendant shall have the right, in its sole discretion, to rescind,
6 nullify, and terminate the Settlement within 15 calendar days after the expiration of the Response
7 Period. The Settlement Administrator shall notify Defense Counsel and Class Counsel via email
8 immediately, and no later than three (3) calendar days after expiration of the Response Period, if
9 the 5% threshold for opt-outs is exceeded. If Defendant exercises this right, however, it shall be
10 responsible for the reasonable fees and costs of the Settlement Administrator to that point.

11 **XI. MISCELLANEOUS TERMS.**

12 83. Mutual Cooperation.

13 The Parties agree to fully cooperate with each other to accomplish the terms of this
14 Settlement Agreement, including but not limited to, executing and amending such documents and
15 taking such other actions as may reasonably be necessary to implement the terms of this Settlement
16 Agreement. The Parties shall use their best efforts, including all efforts contemplated by this
17 Settlement Agreement and any other efforts that may become necessary by order of the Court, or
18 otherwise, to effectuate this Settlement Agreement and the terms set forth herein. Neither party,
19 nor their counsel, employees, or agents, shall solicit or encourage any Settlement Class Member to
20 exclude themselves from the Settlement, object to the Settlement, or decline to opt into the
21 Settlement.

22 84. Modification.

23 This Settlement Agreement may not be changed, altered, or modified, except in writing and
24 signed by counsel for the Parties, and approved by the Court, provided however that changes solely
25 to the timing and deadlines herein may be made for administrative convenience by written
26 agreement of counsel for all Parties without Court approval. This Settlement Agreement may not
27 be discharged except by performance in accordance with its terms or by a writing signed by the
28 Parties hereto and approved by the Court.

85. Integration Clause.

This Settlement Agreement contains the entire agreement between the Parties relating to the settlement of the Class Action and the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. In entering into this Settlement Agreement, none of the Parties has relied on any representation or promise not expressly set forth in this Settlement Agreement. No rights hereunder may be waived except in writing.

86. Class Counsel Signatories.

It is agreed that because of the anticipated large number of Participating Class Members, it will be impossible or impractical to have each Participating Class Member execute this Settlement Agreement. As such, Class Counsel is signing on behalf of the Participating Class Members. In addition, the Class Notice will advise Settlement Class Members of the binding nature of the Settlement, and their right to Opt-Out and/or object, and shall have the same force and effect as if it were executed individually by each Participating Class Member.

87. Interim Stay of Proceedings.

Pending the completion of the approval process, the Parties agree to a stay of all proceedings in the Class Action except those necessary to implement the Settlement itself.

88. Notices.

Any notices, requests, demands, or other communications required or necessitated by this Settlement Agreement shall be in writing and, except as provided elsewhere in this Settlement Agreement, shall be delivered as follows:

<u>If to Plaintiffs or Class Counsel, then to:</u>	<u>If to Defendant or Defense Counsel, then to:</u>
Eric B. Kingsley Kelsey M. Szamet Kingsley & Kingsley APC 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 Email: eric@kingsleykingsley.com Email: kelsey@kingsleykingsley.com	R. Scott Brink Patricia DeSantis Belton Jeffer Mangels Butler & Mitchell LLP 1900 Avenue of the Stars, 7 th Floor Los Angeles, CA 90067-4308 Email: rsb@jmbm.com Email: pbelton@jmbm.com

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or

Aaron Kaufmann
David Pogrel
Leonard Carder, LLP
1999 Harrison Street, Suite 2700
Oakland, CA 94612
Email: akaufmann@leonardcarder.com
Email: dpogrel@leonardcarder.com

89. Resolution of Disputes Arising from Preparation of Settlement Agreement.

Should the Parties be unable to resolve disputes regarding the preparation of this Settlement Agreement informally, the Parties agree to seek the guidance of their mediator, France “Tripper” Ortman, III, Esq.

90. Retention of Jurisdiction by the Court.

Following approval of the Settlement and the Court’s entry of the Order of Final Approval, the Court shall retain jurisdiction for the purpose of addressing any issues which may arise with respect to the administration of the Settlement or the enforcement of the Settlement’s terms.

91. Choice of Law.

This Settlement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California.

92. Construction.

This Settlement Agreement is entered into freely and voluntarily without duress or undue pressure or influence of any kind or nature whatsoever and neither Party has relied on any promises, representations or warranties regarding the subject matter hereof other than as set forth in this Settlement Agreement. Each Party has been represented by counsel in the settlement negotiations leading up to, and in connection with the preparation and execution of, this Settlement Agreement. The Parties acknowledge and agree that all Parties had an equal hand in drafting this Settlement Agreement so that it shall not be deemed to have been prepared or drafted by one Party or another. All Parties waive the provisions of California Civil Code section 1654 (and any other equivalent state, federal, or local provision), which provides, in part, that “the language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.”

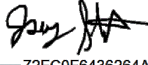
93. Execution in Counterparts.

This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any signature to this Settlement Agreement transmitted by facsimile or electronic mail and any copies of any signatures are valid and binding.

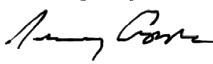
94. Authority.

The individuals signing this Settlement Agreement represent and warrant that they are authorized to do so. Those individuals likewise represent and warrant that they have the authority to executed this Settlement Agreement and to take all appropriate action required and permitted to be taken by this Settlement Agreement, except such action that is the prerogative of the Court.

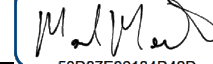
DATED: 3/6/2023

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By _____
Joey Stephens

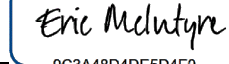
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Jeremy Capps

DATED: 3/6/2023

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By _____
Manuel Martinez

DATED: 3/6/2023

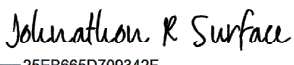
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Eric McIntyre

DATED: 3/6/2023

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By _____
Tyler Irish

DATED: 3/6/2023

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By _____
Defendant Hall Ambulance Service, Inc.

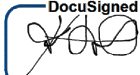
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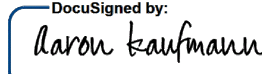
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APPROVED AS TO FORM AND CONTENT:**KINGSLEY & KINGSLEY APC****DATED:** 3/6/2023

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By _____
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Eric B. Kingsley
Kelsey M. Szamet
Attorneys for Plaintiffs JOEY STEPHENS,
MANUEL MARTINEZ, ERIC MCINTYRE,
JEREMY CAPPS, and TYLER IRISH and the
Proposed Class

LEONARD CARDER, LLP**DATED:** 3/6/2023

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By _____
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Aaron Kaufmann
David Pogrel
Attorneys for Plaintiffs JOEY STEPHENS,
MANUEL MARTINEZ, ERIC MCINTYRE,
JEREMY CAPPS, and TYLER IRISH and the
Proposed Class

JEFFER MANGLES BUTLER & MITCHEL LLP**DATED:** 3/6/2023

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By _____
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R. SCOTT BRINK
PATRICIA DESANTIS BELTON
Attorneys for Defendant Hall Ambulance Service,
Inc.

EXHIBIT "B"

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Attorneys for Plaintiffs JOEY STEPHENS, MANUEL
MARTINEZ, ERIC MCINTYRE, JEREMY CAPPS, and
TYLER IRISH, on behalf of themselves and all others
similarly situated

[Additional counsel listed on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

JOEY STEPHENS, MANUEL MARTINEZ,
ERIC MCINTYRE, JEREMY CAPPS, and
TYLER IRISH, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

HALL AMBULANCE, INC.; and DOES 1 thru
50, inclusive,

Defendants.

CASE NO. BCV-20-101643

[Case Assigned for All Purposes to Hon.
Thomas S. Clark in Dept. 17]

**AMENDED JOINT STIPULATION OF
CLASS ACTION SETTLEMENT AND
RELEASE OF CLAIMS**

1 This Joint Stipulation of Class Action Settlement and Release of Claims is entered into
2 between Plaintiffs JOEY STEPHENS, MANUEL MARTINEZ, ERIC MCINTYRE, JEREMY
3 CAPPS, and TYLER IRISH (collectively “Plaintiffs”), on behalf of themselves and the Class
4 Members, and Defendant HALL AMBULANCE SERVICE, INC. (“Defendant”). Plaintiffs and
5 Defendant are collectively referred to herein as the “Parties.”

6 **I. RECITALS.**

7 1. On July 16, 2020, Plaintiff Joey Stevens filed the Class Action Complaint stating
8 causes of action for (1) Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194,
9 and 1199, (2) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512, (3)
10 Penalties Pursuant to Labor Code § 203, and (4) Violation of Business & Professions Code §
11 17200.

12 2. On August 7, 2020, a First Amended Class Action Complaint was filed, which
13 added Manuel Martinez, Eric McIntyre, Jeremy Capps, and Tyler Irish as Plaintiffs and alleged the
14 following causes of action: (1) Failure to Pay Wages and/or Overtime Under Labor Code §§ 510,
15 1194, and 1199; (2) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7, 512; (3)
16 Failure to Authorize and Permit Rest Periods, IWC Wage Order No. 9, § 12, Labor Code § 226.7;
17 (4) Failure to Pay Minimum Wage Under Labor Code §§ 1194, 1194.2, 1197, IWC Wage Order
18 No. 9, § 4; (5) Waiting Time Penalties, Labor Code § 203; and (6) Violations of Business &
19 Professions Code § 17200.

20 3. On July 16, 2020 and August 7, 2020, Plaintiffs provided written notice to the Labor
21 and Workforce Development Agency (“LWDA”) and Defendant regarding the specific provisions
22 of the Labor Code alleged to have been violated, including the facts and theories to support those
23 alleged violations.

24 4. On October 7, 2020, Defendant filed a Motion to Compel Arbitration and Stay
25 Action and argued that the claims asserted in the First Amended Complaint are covered by
26 arbitration agreements signed by the Plaintiffs, which contain mandatory arbitration provisions.
27 Thereafter, the parties entered into stipulations to continue the hearing date on the Motion to
28 Compel Arbitration and Stay Action. Said stay is in effect through November 30, 2022.

1 5. On October 29, 2020, Plaintiffs filed the operative Second Amended Class and
2 Representative Action Complaint alleging the following causes of action: (1) Failure to Pay Wages
3 and/or Overtime, Labor Code §§ 510, 1194, and 1199; (2) Failure to Provide Meal Periods, Labor
4 Code §§ 226.7, 512; (3) Failure to Authorize and Permit Rest Periods, IWC Wage Order No. 9, §
5 12, Labor Code § 226.7; (4) Failure to Pay Minimum Wage Under Labor Code §§ 1194, 1194.2,
6 1197, IWC Wage Order No. 9, § 4; (5) Waiting Time Penalties, Labor Code § 203; (6) Violations
7 of Business & Professions Code § 17200; and (7) Penalties Pursuant to Labor Code § 2699, et seq.

8 6. Defendant denies and continues to deny all of Plaintiffs' material allegations.
9 Specifically, Defendant contends (1) it did not fail to pay or improperly calculate Class wages
10 and/or overtime; (2) it provided the Class with all meal and rest periods in accordance with the
11 law; (3) it did not fail to pay the Class for time spent in mandatory trainings, education programs or
12 medical visits; (4) it did not fail to timely pay the Class wages due and owing upon separation; (4)
13 it did not violate Business & Professions Code Section 17200, *et seq.*; (5) the PAGA Group is not
14 entitled to penalties under PAGA; and (6) Defendant is not liable for damages, liquidated damages,
15 penalties, attorney's fees, or costs of litigation to the Class.

16 7. The Parties agreed to participate in an early mediation.

17 8. On March 17, 2021, the Parties participated in mediation with Francis "Tripper"
18 Ortman, III, Esq. Although the parties did not resolve the matter after a full day of negotiations
19 that day, they continued their settlement efforts in the following months and, in early December of
20 2021, reached a settlement, as provided herein, to settle Plaintiffs' claims on a class-wide basis.

21 9. For purposes of this settlement only, Plaintiffs contend and Defendant does not
22 dispute that there is sufficient evidence to support the requirements for Class certification for
23 settlement purposes, specifically:

24 a. There are approximately 1203 Class Members, which is so numerous as to
25 make it impractical to join all Class Members;

26 b. The Class is ascertainable from Defendant's records;

27 c. Common questions of law and fact exist;
28

1 d. Plaintiffs' claims are typical of the claims of the Class;

2 e. Plaintiffs and their counsel, Kingsley & Kingsley, APC and Leonard Carder,
3 LLP, are adequate to represent the Class and should be appointed as Class Representatives and
4 Class Counsel, respectively;

5 f. The prosecution of separate actions by individual members of the Class
6 would create the risk of inconsistent or varying adjudications, which could establish incompatible
7 standards of conduct; and

8 g. Questions of law and fact common to the members of the Class predominate
9 over questions affecting individual members of the Class and a class action is superior to other
10 available means for the fair and efficient adjudication of the controversy.

11
12 10. Plaintiffs and their counsel have fully investigated the historical pay practices of
13 Defendant and concluded that its overtime pay schedule is not and was not a subterfuge to avoid
14 the payment of overtime. Plaintiffs and their counsel agree that the regressive pay scale used by
15 Defendant (i.e., a lower hourly rate for longer shifts) is not unlawful.

16 11. By entering into this Settlement, Defendant admits no liability, and explicitly denies
17 liability or wrongdoing of any kind arising from the claims alleged in the Class Action. This
18 Settlement shall not constitute an admission by Defendant as to any interpretation of laws or as to
19 the merits, validity, or accuracy of any of the claims made against it in the Class Action, or that the
20 claims alleged are suitable for class-wide or collective treatment.

21 **II. DEFINITIONS.**

22 12. "Class", "Class Members", and "Settlement Class Members" means all non-exempt
23 field employees (including Emergency Medical Technicians, Paramedics, and Dispatchers) who
24 are employed or have been employed by HALL AMBULANCE SERVICE, INC., and ~~any of its~~
25 subsidiary entities ~~, including without limitation,~~ Hall Air Ambulance Service, Inc., Hall Critical
26 Care Transport Service, Inc., Delano Ambulance Service, Inc., in the State of California during the
27 Class Period. The term "Class Members" shall not include any person who submits a timely and
28

valid request for exclusion.

13. “Class Action” refers to this class action lawsuit, *Joey Stephens et al. v. Hall Ambulance Service, Inc.*, Kern County Superior Court, Case No. BCV-20-101643.

14. “Class Counsel” refers to Kingsley & Kingsley, APC and Leonard Carder, LLP, by and through Lead Counsel Eric B. Kingsley, Kelsey M. Szamet, Aaron Kaufmann, and David Pogrel.

15. “Class List” refers to the list of Class Member information to be provided to the Settlement Administrator by Defendant.

16. “Class Notice” refers to the class notice, substantially in the form attached here to as Exhibit A, as it may be modified by agreement of the Parties or upon order of the Court, which will be sent to the Class Members.

17. “Class Period” shall be defined as the time frame of August 21, 2015 through July 31, 2022.

18. “Class Representatives” refers to Plaintiffs Joey Stephens, Manuel Martinez, Eric McIntyre, Jeremy Capps, and Tyler Irish.

19. “Defendant” means Hall Ambulance Service, Inc. and its past, present, and future, whether direct or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, including ~~without limitation~~ the following subsidiary entities: Hall Air Ambulance Service, Inc., Hall Critical Care Transport Service, Inc., Delano Ambulance Service, Inc.

20. “Defense Counsel” refers to R. Scott Brink and Patricia DeSantis Belton of Jeffer Mangels Butler & Mitchell LLP.

21. “Effective Date” of the Settlement means the date on which the Court’s Final Approval Order becomes final. The Final Approval Order becomes final upon the following events: (i) upon the Court issuing the Final Approval Order granting approval of this Settlement Agreement if no objections to the settlement are filed, or if an objection is filed but is withdrawn prior to the Court’s Final Approval Hearing; or (ii) in the event there are written objections filed prior to the final approval hearing which are not thereafter withdrawn prior to the hearing, the later

1 of the following events: (a) the day after the last day by which a notice of appeal of the order may
2 be timely filed with the California Court of Appeal, and none is filed; (b) if an appeal is filed and is
3 finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a
4 request for further review of the Court of Appeal's decision passes and no further review is
5 requested; (c) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or
6 otherwise by the Court of Appeal, and further review of the Court of Appeal's decision is
7 requested, the day after the request for review is denied with prejudice and/or no further review of
8 the order can be requested; or (d) if review is accepted, the day the Supreme Court of the State of
9 California, or such lower court to which the case is remanded, affirms the Settlement.

10
11 22. "Employee-side Taxes" shall mean each employee's respective share of any and all
12 applicable federal, state or local payroll taxes and withholdings including, but not limited to those
13 collected under authority of the Federal Insurance Contributions Act ("FICA"), FUTA and/or
14 SUTA on the portion of any Participating Class Member's Settlement Share that constitutes wages.
15 The Employee-side Taxes and Withholdings will be withheld from and paid out of the Maximum
16 Settlement Amount.

17 23. "Employer-side Taxes" shall mean and refer to Defendant's share of corporate
18 federal, state and/or local payroll taxes that is owed on the portion of any Participating Class
19 Member's Settlement Share that constitutes wages. The Employer-side Taxes will be paid out of
20 the Maximum Settlement Amount. If the Court does not approve payment of Employer-side Taxes
21 from the Maximum Settlement Amount, the Maximum Settlement Amount shall be reduced by the
22 amount of estimated Employer-side Taxes, calculated by the Settlement Administrator.

23 24. "Final Approval Hearing" means the hearing set by the Court for the purpose of
24 determining, *inter alia*, (1) the fairness, adequacy, and reasonableness of the Settlement, (2) the
25 Service Payments to Plaintiffs, and (3) the fees and costs of Class Counsel.

26 25. "Final Approval Order" or "Order of Final Approval" refers to the order of the
27 Court granting final approval of this Settlement and entering a judgment approving this Settlement
28 on substantially the same terms provided herein or as may be modified by subsequent agreement of

1 the Parties.

2 26. "Individual Pay Periods" shall mean the number of Pay Periods for an individual
3 PAGA Group Member.

4 27. "Individual Workweeks" shall mean the number of Workweeks for an individual
5 Class Member.

6 28. "Former Employee Sub-Class Member" means any Class Member whose
7 employment with Defendant ended at any point during the Class Period.

8 29. "LWDA Payment" shall mean the payment to the California Labor and Workforce
9 Development Agency ("LWDA") constituting seventy-five percent (75%) of the value assigned to
10 the claim for penalties under the California Labor Code Private Attorneys General Act, California
11 Labor Code Section 2698, *et seq.* ("PAGA"). Specifically, \$37,500.00, which shall constitute the
12 LWDA's 75% share of \$50,000.00 in civil penalties paid under this Settlement. The remaining
13 \$12,500.00 in civil penalties shall be distributed on a *pro rata* basis based upon the number of
14 Individual Pay Periods worked by each PAGA Group Member during the PAGA Period ("PAGA
15 Payment").

16 30. "Maximum Settlement Amount" refers to the maximum amount which Defendant is
17 obliged to pay under this Settlement Agreement, i.e., \$1,900,000.00.

18 31. "Net Settlement Amount" refers to the Maximum Settlement Amount, less (a) the
19 fees and costs of the Settlement Administrator, (b) the payment to the California Labor and
20 Workforce Development Agency ("LWDA"), (c) the Service Payments of Plaintiffs, (d) Class
21 Counsel's Fees and Costs, and (e) Employer-side Taxes and Employee-side Taxes.

22 32. "Order of Preliminary Approval" or "Preliminary Approval Order" refers to the
23 order of the Court granting preliminary approval of this Settlement.

24 33. The "PAGA Group" shall mean all Class Members who performed work for
25 Defendant during the PAGA Period. "PAGA Group Member" shall mean an individual who is a
26 member of the PAGA Group.

27 34. "PAGA Payment Share" shall mean the value of each PAGA Group Member's
28 share of the PAGA Payment as provided by this Settlement Agreement.

35. "PAGA Period" shall be defined as the time frame of August 7, 2019 through July 31, 2022.

36. "Participating Class Members" refers to all Class Members who choose to participate in this Settlement and who do not timely and validly exclude themselves from the Settlement in accordance with the procedures set forth herein.

37. "Participating Former Employee Sub-Class Members" refers to all Former Employee Sub-Class Members who choose to participate in this Settlement and who do not timely and validly exclude themselves from the Settlement in accordance with the procedures set forth herein.

38. "Parties" refers to Plaintiffs and Defendant.

39. "Pay Period" shall mean any pay period in which a Class Member actually received payment from Defendant as a non-exempt field employee during the Class Period (including Emergency Medical Technician, Paramedic, and Dispatcher).

40. "Plaintiffs" refers to Plaintiffs Joey Stephens, Manuel Martinez, Eric McIntyre, Jeremy Capps, and Tyler Irish.

41. "Qualified Settlement Fund" or "QSF" means an account that will qualify and be characterized as a Qualified Settlement Fund under the provisions of the U.S. Treasury Regulations 1.486B-1 and 1.468B-5, to be set up as provided below, and into which the Maximum Settlement Amount is to be deposited as agreed herein, to be administered in a manner consistent with law and the terms of this Settlement.

42. "Released Claims" refers collectively to the claims released by Participating Class Members, as appropriate, and as defined in Paragraph 72.

43. "Released Former Employee Sub-Class Claims" means the claims released by Participating Former Employee Sub-Class Members as defined in Paragraph 72, subsection (i)-(ii).

44. "Released PAGA Claims" means the PAGA claims released by Plaintiffs on behalf of themselves and the other allegedly aggrieved employees and the LWDA, described in detail in Paragraph 73, as against Defendant.

45. "Released Parties" means Defendant and its past, present, and future, whether direct

1 or indirect, parents, subsidiaries, affiliates, officers, directors, members, managers, employees,
2 agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators,
3 customers, contractors, insurers, successors, assigns, predecessors, trustees, fiduciaries, subrogees,
4 executors, privies, including, but not limited to, Hall Air Ambulance Service, Inc., Hall Critical
5 Care Transport Service, Inc., Delano Ambulance Service, Inc.

6 46. "Response Deadline" or "Response Period" means the final date, sixty (60) days
7 after the Settlement Administrator mails the Class Notice, upon which Class Members may submit
8 a request for exclusion or objection to the Settlement.

9 47. "Settlement" or "Settlement Agreement" refer to this Joint Stipulation of
10 Settlement.

11 48. "Settlement Administrator" refers to ILYM, the third-party administrator whom the
12 Parties have selected to administer the Settlement in accordance with the terms set forth herein and
13 as approved by the Court.

14 49. "Settlement Share" refers to the value of the Net Settlement Amount which an
15 individual Class Member is entitled to receive pursuant to the Settlement.

16 50. "Workweek" shall mean any week in which a Class Member actually performed
17 paid work for Defendant during the Class Period as a non-exempt field employee (including
18 Emergency Medical Technician, Paramedic, and Dispatcher).

19 **III. APPLICATION FOR APPROVAL OF THE SETTLEMENT, CLASS**
20 **CERTIFICATION, DISSEMINATION OF NOTICE, AND SETTING OF FINAL**
21 **APPROVAL HEARING.**

22 51. Promptly upon the full execution of this Settlement Agreement, Plaintiffs shall
23 apply to the Court for approval of the Settlement, including an Order of Preliminary Approval that,
24 amongst other things, (a) preliminarily approves the Settlement under the legal standards relating to
25 the approval of class and collective action settlements; (b) preliminarily certifies the Settlement
26 Class for settlement purposes only; (c) approves the Class Notice and authorizes dissemination of
27 the same; (d) preliminarily approves Plaintiffs as Class Representatives; (e) preliminarily approves
28 Kingsley & Kingsley, APC and Leonard Carder, LLP as Class Counsel; (f) preliminarily approves
ILYM to serve as Settlement Administrator; and (g) sets a Final Approval Hearing and briefing

1 schedule. Should this Settlement not become effective for any reason, the fact that the Parties
2 stipulated to certification of a Class herein shall have no bearing on and shall not be admissible on
3 the question of whether a class/collective action should be certified in a non-settlement context.

4 **IV. CONSIDERATION FOR THE SETTLEMENT.**

5 52. Maximum Settlement Amount.

6 The Parties agree to settle this Class Action for the Maximum Settlement Amount of
7 \$1,900,000.00. The Maximum Settlement Amount is paid in full and final settlement of (a) the
8 Released Claims, (b) the PAGA Released Claims; (c) the fees and costs of the Settlement
9 Administrator, (d) the payment to the LWDA, (e) the Service Payments to Plaintiffs, (f) Class
10 Counsel's Fees and Costs, and (g) Employer-side Taxes and Employee-side Taxes. The Maximum
11 Settlement Amount shall be deposited into the QSF within seventy (70) calendar days of the
12 Effective Date.

13 53. Allocation of the Maximum Settlement Amount.

14 Subject to Court approval, the Maximum Settlement Amount of \$1,900,000.00 will be
15 credited or allocated as follows:

- 16 (i) \$17,132.80 for the fees and costs of the Settlement Administrator;
- 17 (ii) \$37,500 payment to LWDA under PAGA;
- 18 (iii) \$12,500 for payment to the PAGA Group Member Employees;
- 19 (iv) \$50,000 total Service Payments to Plaintiffs (\$10,000 each);
- 20 (v) \$30,000 payment to Class Counsel for declared Costs; and
- 21 (vi) \$633,333.33 payment to Class Counsel for attorneys' fees.

22 The remainder constitutes the Net Class Settlement Amount..

23 54. Escalator Clause.

24 Defendant represents that the Class Members have worked approximately 143,345
25 workweeks during the Class Period. Defendant further represents that there are approximately
26 ~~1150-1203~~ Class Members, including approximately 706 former employee Class Members
27 during the same period. Should the qualifying workweeks worked by Class Members or the
28 total number of Class Members increase beyond 15% (i.e., more than 164,847 workweeks

1 worked and more than 812 Class Members) during the Class Period, Defendant shall have the
2 option to increase the Maximum Settlement Amount on a pro-rata basis equal to the larger of
3 the percentage increase in the number of workweeks worked by the Class Members or the
4 total number of Class Members above ten percent (15%), meaning Defendant will have the
5 option to increase the Maximum Settlement Amount by the percentage amount above fifteen
6 percent (15%) . If Defendant declines to increase the Maximum Settlement Amount, Plaintiff will
7 have the option to terminate the settlement in its entirety and the Parties will be returned to their
8 respective positions as if no settlement had been contemplated.

9 55. Reasonable Fees and Costs of the Settlement Administrator.

10 All of the Settlement Administrator's fees and costs, which are estimated not to exceed
11 \$17,132.80 unless otherwise approved by the Court, will be paid out of the Maximum Settlement
12 Amount from the QSF.

13 56. Payment to the LWDA under the PAGA.

14 The Parties allocate \$50,000.00 to the PAGA claims. Of that amount, 75% – or \$37,500.00
15 – will be paid to the LWDA, and 25% – or \$12,500.00 – will be distributed on a *pro rata* basis
16 based upon the number of Individual Pay Periods worked by each PAGA Group Member during
17 the PAGA Period. The Parties believe such amount is reasonable and sufficient under the
18 circumstances and serves the punitive and deterrent purposes of the PAGA. The Settlement
19 Administrator shall make the payment to the LWDA within 10 calendar days after Defendant funds
20 the QSF or the Effective Date, whichever is later.

21 57. Service Payments to Plaintiffs.

22 Subject to Court approval, Plaintiffs will apply for Service Payments of not to exceed
23 \$10,000 each or 1% of the Maximum Settlement Amount, in consideration for their efforts on
24 behalf of the Class including, but not limited to, assisting in the investigation and consulting with
25 Class Counsel, providing critical information and documents to Class Counsel, and participating in
26 settlement negotiations, the Zoom mediation, and in the drafting of the Settlement Agreement.
27 Any Service Payment approved by the Court will be paid out of the Maximum Settlement Amount
28 and shall be in addition to Plaintiffs' Settlement Share under the terms of the Settlement. The

1 Settlement Administrator will issue an IRS Form 1099 for any Service Payments approved by the
2 Court. The Settlement Administrator shall transfer the Service Payments to Class Counsel within
3 10 calendar days after Defendant funds the QSF or the Effective Date, whichever is later.
4 Defendant will not oppose Plaintiffs' request for Service Payments of equal to or less than \$10,000
5 each, or \$50,000 total.

6 58. Reasonable Attorneys' Fees and Costs to Class Counsel.

7 Subject to Court approval, Class Counsel will apply to the Court for an award of attorneys'
8 fees and costs incurred in connection with the prosecution of this matter; all of the work remaining
9 to be performed including, but not limited to, documenting the Settlement; drafting the Class
10 Notice; soliciting bids from, negotiating with, and retaining the Settlement Administrator;
11 preparing all of the motions and documents necessary to secure Court approval of the Settlement
12 Agreement (including all related appellate work if necessary); carrying out their duties to see that
13 the Settlement Agreement is fairly administered and implemented; responding to questions from
14 Settlement Class Members; and obtaining judgment.

15 Class Counsel will apply to the Court for an award of attorneys' fees in an amount not to
16 exceed 33-1/3% percent of the Maximum Settlement Amount, or \$633,333.33, and declared costs
17 of up to \$30,000. Defendant will not oppose Class Counsel's request of equal to or less than the
18 amounts referenced above. The fees and costs awarded to Class Counsel by the Court shall be paid
19 out of the Maximum Settlement Amount from the QSF. The Settlement Administrator shall issue
20 an IRS Form 1099 to Class Counsel in connection with this payment. The Settlement
21 Administrator shall transfer the attorneys' fees and costs awarded to Class Counsel within 10
22 calendar days after Defendant funds the QSF or the Effective Date, whichever is later.

23 In the event that a lesser sum is awarded for the attorneys' fees and costs referenced above,
24 or for the Service Payments referenced in Paragraph 57, the approval by the Court of any such
25 lesser sum(s) shall not be grounds for Plaintiffs and/or Class Counsel to terminate the Settlement,
26 but such an order shall be appealable by them. In the event that such an appeal is filed, final
27 funding and administration of the portion of the attorneys' fees and/or costs award and/or Service
28 Payment in dispute will be segregated and stayed pending the exhaustion of appellate review. If,

1 after the exhaustion of any such appellate review, additional amounts are distributable to the
2 Participating Class Members, the cost of administration of the payments to them will be paid out of
3 such additional amounts and not by Defendant. Any amount not awarded in attorneys' fees, costs
4 and Service Payments shall be added to the Net Settlement Amount and distributed to the
5 Participating Class Members in accordance with the terms of the Settlement.

6 As of the date the QSF is funded or the Effective Date, whichever is later, and except as
7 otherwise provided by this Settlement, Class Counsel and any counsel associated with Class
8 Counsel waive any further claims to costs and attorney's fees and expenses against Defendant or
9 the Released Parties arising from or related to the Class Action, including but not limited to claims
10 based on the Labor Code, the Code of Civil Procedure, PAGA, the Fair Labor and Standards Act,
11 the Business and Professions Code, or any other contract, statute or law.

12 59. Tax Treatment of Settlement Shares.

13 For the purpose of taxes and required withholdings, the Parties agree that (i) supplemental
14 payments to Participating Former Employee Sub-Class Members (defined below as the "Former
15 Employee Sub-Class Member Supplemental Payments") shall be considered 100% penalties (for
16 which an IRS Form 1099 will be issued) (ii) Payments to Class Members shall be considered 15%
17 wages (for which an IRS Form W-2 shall be issued) and 85% interest and penalties (for which an
18 IRS Form 1099 shall be issued); and (iii) Payments to PAGA Group Members shall be considered
19 100% penalties (for which an IRS Form 1099 will be issued).

20 Prior to the mailing of the Class Notice and again prior to the distribution of Settlement
21 Shares, the Settlement Administrator shall calculate the total taxes and withholdings required as a
22 result of the wage portion of the Settlement Share and such actual amount will be deducted
23 therefrom. The Parties understand that Participating Class Members who receive Settlement
24 Shares under this Settlement shall be solely responsible for any and all individual tax obligations
25 on the non-wage portion of their Settlement Share, and will indemnify and hold harmless
26 Defendant for any taxes, interest or penalties that may be incurred by Defendant on the non-wage
27 portion of the Participating Class Member's Settlement Share if any taxing authority disputes the
28 allocation of the settlement payment.

1 60. No Effect on Employee Benefit Plans.

2 Neither this Settlement nor any amounts paid hereunder will modify any previously
3 credited hours, days, or weeks of service under any employee benefit plan, policy or bonus
4 program sponsored by Defendant.

5 61. Undistributed Funds.

6 In the event that any checks mailed to Participating Class Members remain uncashed after
7 the expiration of 180 days, or an envelope mailed to a Participating Class Member is returned and
8 no forwarding address can be located for the Participating Class Member after reasonable efforts
9 have been made (including but not limited to skip tracing), then any such funds shall be transmitted
10 to the State of California Office of the Controller Unclaimed Property Fund in the name of the
11 Participating Class Member who did not cash his/her Settlement check. The Parties agree to
12 coordinate their efforts to seek Court approval for such an escheatment process of uncashed funds.
13 If, for some reason, the Court does not approve the escheatment of uncashed funds, the Parties
14 agree to proceed pursuant to California Code of Civil Procedure section 384, and will meet and
15 confer to jointly select a cy pres recipient pursuant to Code of Civil Procedure section
16 384(b)(3)(C).

17 **V. ADMINISTRATION OF THE SETTLEMENT.**

18 62. Duties of the Settlement Administrator.

19 The Settlement Administrator shall perform the duties required by this Settlement by,
20 among other things, and without limitation, (i) receiving and updating through normal and
21 customary procedures the list of Class Members to be produced by Defendant, so that it is updated
22 prior to the mailing of the Class Notice, (ii) populating, printing and mailing the Court-approved
23 Class Notice, (iii) establishing and maintaining a settlement website in the manner described
24 below, (iv) responding to Class Member inquiries as appropriate, (v) performing necessary
25 additional skip traces on any notices and/or checks returned as undeliverable, (vi) calculating the
26 Settlement Shares of the Participating Class Members, (vii) resolving disputes during the
27 administration process in the manner described below, (viii) reporting to Class Counsel and
28 Defense Counsel regarding administration of the Settlement, (ix) establishing the QSF in the

manner described below, (x) preparing and mailing settlement checks to the Participating Class Members, (xi) preparing and mailing the Court-approved payments to itself, the LWDA, the Class Representatives, and Class Counsel, (xii) preparing all appropriate tax forms required in connection with the payments called for by this Settlement and remitting those forms and all required payments to the appropriate governmental agencies, (xiii) preparing a final report and declaration summarizing the administration of the Settlement, and (xiv) generally performing all normal and customary duties associated with the administration of such settlements.

63. Dispute Resolution.

The Settlement Administrator shall have the initial responsibility for resolving any disputes that arise during the administration of the Settlement including, without limitation, disputes regarding whether a Class Member is entitled to a Settlement Share and, if so, the amount thereof. In resolving such disputes, Defendant's employment records shall be presumed accurate and correct, and shall be final and binding unless the information submitted by the individual (e.g., time records, wage statements, employment records, etc.) proves otherwise. In the event that the Settlement Administrator cannot resolve a dispute based upon a review of Defendant's records, the Settlement Administrator will schedule a call with Class Counsel and Defense Counsel to discuss and resolve the dispute. After such call, the Settlement Administrator will resolve the dispute and such resolution will be final and binding on the Class Member.

64. Establishing the Qualified Settlement Fund.

The Parties understand and agree that: (1) the Maximum Settlement Amount will qualify and be characterized as a Qualified Settlement Fund ("QSF") under the provisions of Treasury Regulation Sections 1.468B-1 and 1.468B-5 with the purpose of resolving and/or satisfying the claims raised in this Settlement Agreement, (2) the QSF will be taxed as a separate entity for purposes of all federal, state, and local taxes, (3) the Parties shall treat the QSF on a basis consistent therewith for all tax purposes (and, for the avoidance of doubt, this Settlement Agreement shall be interpreted consistently therewith), (4) the QSF will be characterized as the employer of all Participating Class Members for purposes of determining all tax obligations (including withholding obligations such as Unemployment Insurance, Employment Training Tax,

1 and State Disability Insurance), if any, associated with any and all payments under this Settlement,
2 and (5) the QSF will bear full and sole responsibility (including the preparation and submission of
3 necessary tax forms) for all withholding taxes associated with the QSF and settlement funds under
4 this Settlement Agreement, in addition to any income taxes with respect to the earnings within the
5 QSF and tax requirements relating to payments from the QSF. Any interest accrued by the QSF
6 shall inure to the benefit of the Settlement Class. All taxes (if any, including any interest and
7 penalties) arising with respect to income earned by the QSF shall be paid from the QSF. All
8 expenses and costs incurred in connection with the operation and implementation of this section
9 (including without limitation, expenses of attorneys and/or accountants and mailing and
10 distribution of expenses related to filing (or failing to file) any necessary tax returns) shall be paid
11 from the QSF. For the avoidance of doubt, Defendant shall have no obligations with respect to the
12 administration of the QSF, except as expressly provided under this Paragraph 64.

13 The Settlement Administrator shall be responsible for establishing the QSF upon the
14 Court's approval to do so, which approval the Parties will jointly seek. The Maximum Settlement
15 Amount shall be deposited into the QSF within 70 calendar days of the Effective Date. Defendant
16 may, at its discretion, deposit the Maximum Settlement Amount at an earlier date.

17 **VI. CLASS LIST, NOTICE TO SETTLEMENT CLASS MEMBERS, PARTICIPATION**
18 **IN THE SETTLEMENT, AND SETTLEMENT SHARES.**

19 65. Provision of the Class List.

20 Within 15 business days after the Motion for Preliminary Approval is granted, Defendant
21 will provide to the Settlement Administrator the "PAGA Group" and "Class Members' Data,"
22 which shall consist of an electronic database containing (i) each Class Member's first and last
23 name, (ii) last known mailing address, (iii) the Class Member's Social Security number or Tax ID,
24 (iv) the Class Member's employee identification number, if applicable, based on Defendant's
25 payroll records, (v) the Class Member's total number of Individual Workweeks, and (vi) PAGA
26 Group Members' total number of Individual Pay Periods. If any or all of the Class Members' Data
27 are unavailable to Defendant, Defendant will so inform Class Counsel prior to the date on which
28 Defendant is required to submit the Class Members' Data to the Settlement Administrator and the

1 Parties will make their best efforts to reconstruct or otherwise agree upon the Class Members' Data
2 prior to when it must be submitted to the Settlement Administrator. If the Parties are unable to
3 agree, the dispute will be resolved by the Settlement Administrator as provided in Paragraph 63.
4 This information will otherwise remain confidential and will not be disclosed to anyone, including
5 counsel for Plaintiffs, except as required to applicable taxing authorities, and except as required to
6 carry out the reasonable efforts to identify Class Member information as described in this
7 Paragraph 65, pursuant to Defendant's express written authorization, or by order of the Superior
8 Court.

9 66. Notice to Settlement Class Members.

10 Promptly upon receipt of the Class List, the Settlement Administrator shall access the
11 National Change of Address Database ("NCOA") and update the addresses provided by Defendant.
12 The Settlement Administrator shall also determine the number of Pay Periods worked, as
13 appropriate, for each Class Member, determine whether the Class Member is a member of the
14 Former Employee Sub-Class, and populate the Class Notice accordingly. Within 10 calendar days
15 after receipt of the Class List, the Settlement Administrator shall mail the Class Notice to each
16 Class Member via first-class mail. For each Class Notice that is returned as undeliverable before
17 the Response Deadline, the Settlement Administrator shall promptly attempt to determine a correct
18 address using its best efforts and shall resend the notice to any new address determined thereby.

19 67. Participation in the Settlement and Calculation of Settlement Shares.

20 Class Members are not required to file claims in order to be eligible to participate in this
21 Settlement and receive their Settlement Share. In accordance with the formulas set forth herein, 70
22 percent of the Net Settlement Amount shall be paid to Participating Class Members. 30 percent of
23 the Net Settlement Amount shall be distributed to all Participating Class Members who qualify as
24 Participating Former Employee Sub-Class Members. As referenced above, \$12,500.00 of the
25 Maximum Settlement Amount shall be distributed to PAGA Group Members. The amount of each
26 Participating Class Member, Participating Former Employee Sub-Class Member, and PAGA
27 Group Member Settlement Share shall be determined by the Settlement Administrator as follows:

28 (i) Class Members.

1 The Workweeks worked during the Class Period by each Participating Class
2 Member will be divided by the total Workweeks worked by all Participating
3 Class Members during the Class Period, resulting in a payment ratio for each
4 Participating Class Member. Each Participating Class Member's payment
5 ratio is then multiplied by the portion of the Net Settlement Amount
6 allocated to the Class to determine his or her individual Participating Class
7 Member Settlement Share.

8 (ii) Participating Former Employee Sub-Class Members.

9 Participating Former Employee Sub-Class Members shall each receive an
10 equal share of the portion of the 30% of the Net Settlement Amount set aside
11 for them (the "Former Employee Sub-Class Member Supplemental
12 Payment") in addition to their Participating Class Member payment.

13 (iii) PAGA Group Members .

14 The Pay Periods worked during the PAGA Period by each PAGA Group
15 Member will be divided by the total Pay Periods worked by all PAGA
16 Group Members during the PAGA Period, resulting in a payment ratio for
17 each PAGA Group Member. Each PAGA Group Member's payment ratio is
18 then multiplied by the \$12,500 allocated to the PAGA Group Members to
19 determine his or her individual payment (the "PAGA Payment Share").
20 Each PAGA Group Member's PAGA Payment Share shall be paid in
21 addition to any Participating Class Member payment and, if applicable,
22 Former Employee Sub-Class Member Supplemental Payment, to which the
23 PAGA Group Member may be entitled.

24 The Settlement Administrator shall pay to each Participating Class Member his or her
25 Settlement Share and to each PAGA Group Member his or her PAGA Payment Share from the
26 QSF. The Settlement Administrator shall pay each Settlement Share by sending a check in the
27 appropriate amount after withholdings to the Participating Class Member at the address indicated
28 in the Class Member's Data. The Settlement Administrator shall pay each PAGA Payment Share

1 by sending a check in the appropriate amount to the PAGA Group Member at the address indicated
2 in the PAGA Group Member's Data. Such payment shall be sent by the Settlement Administrator
3 via U.S. Mail within fourteen (14) calendar days of its receipt of the Maximum Settlement Amount
4 from Defendant, or within fourteen (14) calendar days of the Effective Date, whichever is later.

5 68. Procedures for Challenges.

6 A Class Member may, before the Response Deadline, dispute the amount of his or her
7 Settlement Share, and the data used to calculate it, by timely sending a written notice to the
8 Settlement Administrator informing the Settlement Administrator of the nature of the dispute and
9 providing any records or documentation supporting their position. In response to such a challenge,
10 Defendant will first verify the accuracy of the information contained in its records. Next, Class
11 Counsel and Defense Counsel will make a good faith effort to resolve the dispute informally. If
12 Class Counsel and Defense Counsel are unable to agree, the dispute shall be resolved by the
13 Settlement Administrator after examination of the records provided by the Settlement Class
14 Member and Defendant. The Settlement Administrator's determination will be final and binding.

15 If, before the Response Deadline, an individual not previously identified in the Class List
16 asserts his or her membership in the Settlement Class and seeks recovery under the Settlement, the
17 Settlement Administrator shall provide Class Counsel and Defense Counsel with the evidence
18 submitted by the individual. To be eligible for recovery under this Settlement, individuals must
19 provide sufficient proof to the Settlement Administrator supporting his or her request for inclusion,
20 including specific evidence establishing that he or she qualifies as a Settlement Class Member as
21 defined herein. If Class Counsel and Defense Counsel agree an individual is not a Settlement Class
22 Member, the Settlement Administrator will inform the individual that their request for inclusion
23 has been rejected. If Class Counsel and Defense Counsel are unable to agree, the dispute shall be
24 resolved by the Settlement Administrator after examination of the records provided by the
25 Settlement Class Member and Defendant. The Settlement Administrator's determination will be
26 final and binding.

27 **VII. EXCLUSIONS, OBJECTIONS AND BINDING EFFECT OF SETTLEMENT.**

28 69. Right of Class Members to Opt-Out of Settlement.

1 The Class Notice will advise each Class Member of their right exclude themselves or opt-
2 out of the Settlement. To be effective, requests for exclusion must (a) be submitted in writing to
3 the Settlement Administrator, postmarked before the Response Deadline (i.e., no later than 45
4 calendar days from the date of mailing of the Class Notice), (b) contain the individual's first and
5 last name, current home (or mailing address), and the last four digits of his or her social security
6 number, and (c) include written affirmation of his or her desire to exclude themselves containing
7 the following or substantially similar language:

8 *"I elect to opt-out of the Joey Stephens et al. v. Hall Ambulance Service, Inc.*
9 *class action settlement. I understand that by doing so, I will not be able to*
10 *participate in the settlement, and will not receive a share of the settlement."*

11 The Settlement Administrator shall email copies of any Opt-Outs received to all counsel
12 within 48 hours of its receipt of same. The Class Notice shall include the specific address to which
13 requests for exclusion must be mailed as well as a summary of the foregoing. Any Class Member
14 who timely requests exclusion from this Settlement shall not have any rights under the Settlement,
15 shall not be entitled to receive a Settlement Share, shall not be bound by the Settlement or the
16 Order of Final Approval, and shall not have the right to file an objection to the Settlement. A Class
17 Member who timely submits a valid request for exclusion will not participate in, or be bound by,
18 the Settlement or the Judgment and will not receive any payment pursuant to the Settlement except
19 for a payment from the portion of the PAGA Payment to the PAGA Group if the Class Member is
20 a PAGA Group Member, and will not be bound by the terms of the Settlement, except for the
21 release of the Released PAGA Claims if the Class Member is a PAGA Group Member, and will
22 not have any right to object, appeal, or comment thereon.

23 70. Right of Class Members to Object to Settlement.

24 The Class Notice will advise each Class Member of their right to object to the Settlement.
25 To be effective, objections must (a) be mailed to the Settlement Administrator, postmarked before
26 the Response Deadline (i.e., no later than 45 calendar days from the date of mailing of the Class
27 Notice), (b) clearly identify the case name and number, (c) contain the objector's full name,
28 current home (or mailing address), and the last four digits of his or her social security number, (d)

1 clearly and concisely state all grounds for the objection, (e) indicate whether the objector is
2 represented by counsel and, if so, identify such counsel, (f) indicate whether the objector and/or his
3 or her counsel intend to appear at the Final Approval Hearing, and (g) be signed by the objector or
4 his or her counsel.

5 The Notice will include the specific address to which objections must be mailed as well as a
6 summary of the foregoing. Absent good cause found by the Court, no Class Member may be heard
7 at the Final Approval Hearing unless he or she has complied with these requirements, and any
8 Class Member who fails to comply with these requirements shall be deemed to have waived his or
9 her right to object to the Settlement. Any Class Member whose objection is overruled will be
10 deemed to be a Participating Class Member and subject to the terms of this Settlement and the
11 Court's Order of Final Approval.

12 71. Binding Effect on Participating Class Members.

13 All Participating Class Members will bound by the terms and conditions of this Settlement,
14 the Court's Order of Final Approval, and the releases set forth herein.

15 **VIII. RELEASES**

16 72. Released Claims.

17 As of the date the QSF is funded or the Effective Date, whichever is later, each
18 Participating Class Member, and without the need to manually sign a release document, in
19 exchange for the consideration recited in this Settlement Agreement, on behalf of himself or herself
20 and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys,
21 agents, and assigns, shall and does hereby fully and finally release the Released Parties from any
22 and all claims, demands, rights, liabilities, and causes of action that were or could have been
23 brought against the Released Parties in the Class Action based on the facts and allegations set forth
24 in the Class Action (the "Released Claims"). Released Claims for Class Members who worked for
25 Defendant during the Class Period shall have their claims released during the Class Period. The
26 Released Claims release all causes of action and claims that were alleged in the Class Action or
27 reasonably could have been alleged based on the facts and legal theories contained in the operative
28 complaint, including, but not limited to, all of the following claims for relief:

- (i) All causes of action and claims that were alleged in the Class Action or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint, including, but not limited to, all of the following claims for relief: Failure to Pay Wages and/or Overtime (Labor Code §§ 510, 1194, 1199), Failure to Provide Meal Periods (Labor Code §§ 226.7, 512), Failure to Authorize and Permit Rest Periods (IWC Wage Order No. 9, § 12, Labor Code § 226.7), Failure to Pay Minimum Wage (Labor Code §§ 1194, 1194.2, 1197, IWC Wage Order No. 9, § 4), Waiting Time Penalties (Labor Code § 203), Violations of Business & Professions Code § 17200, Penalties Pursuant to Labor Code § 2699 *et seq.*, claims for restitution and other equitable relief, liquidated damages, civil penalties, statutory penalties, punitive damages, waiting time penalties, interest, as well as all similar provisions under the Federal Fair Labor Standards Act, including 29 U.S.C. sections 206, 207, and 216, and the National Labor Relations Act.
- (ii) Participating Class Members who are employed by Defendant and who participate in the Settlement and receive a payment thereunder shall, by virtue of the same, release any Labor Code section 203 claims for failure to pay wages due and owing at the end of employment based upon the claims set forth above in Paragraph 72(i).

73. Released PAGA Claims.

As of the date the QSF is funded or the Effective Date, whichever is later, each PAGA Group Member, and without the need to manually sign a release document, in exchange for the consideration recited in this Settlement Agreement, on behalf of himself or herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and finally release Released Parties from any and all claims, demands, rights, liabilities, and causes of action that were or could have been brought against the Released Parties in the Class Action for civil penalties pursuant to the PAGA that were alleged or could have

1 been alleged under the Labor Code, state or local wage and hour laws and Wage Orders, whether
2 known or unknown, based on the facts and legal theories contained in the Class Action, including
3 but not limited to (a) failure to properly calculate and pay all minimum wages and/or overtime
4 wages; (b) failure to provide meal periods or compensation in lieu thereof; (c) failure to provide
5 rest periods or compensation in lieu thereof; (d) failure to pay wages timely at time of termination
6 or resignation; (e) failure to timely pay all wages that could have been premised on the claims,
7 causes of action or legal theories of relief described above or any of the claims, causes of action or
8 legal theories of relief pleaded in the operative complaint (the "PAGA Released Claims").
9 Following the Effective Date and Defendant funding the settlement, all PAGA Group Members
10 will release the Released Parties from the PAGA Released Claims that accrued during the PAGA
11 Period. PAGA Group Members cannot opt out of or object to the foregoing PAGA Release.

12 **74. Plaintiffs' General Release**

13 As of the date the QSF is funded or the Effective Date, whichever is later, in exchange for
14 the consideration set forth in this Settlement Agreement, Plaintiffs shall release all claims against
15 Defendant related to their employment, including all claims alleged in the Class Action, and be
16 bound by a Civil Code Section 1542 release and waiver of all claims known and unknown, without
17 exception, except as may be prohibited by law. This specifically excludes claims for
18 unemployment insurance, disability, social security, and workers' compensation (except for claims
19 pursuant to California Labor Code Sections 132a and 4553). Section 1542 of the Civil Code
20 provides:

21 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
22 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
23 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
24 RELEASE THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

25 Plaintiffs hereby acknowledge that they may hereafter discover claims or facts in addition
26 to or different from those which they now know or believe to exist with respect to the subject
27 matter of this General Release and which, if known or suspected at the time of executing this
28 General Release, may have materially affected this Settlement. Nonetheless, Plaintiffs hereby

1 waive any right, claim or cause of action that might arise as a result of such different or additional
2 claims or facts. Plaintiffs acknowledge that they understand the significance and consequence of
3 such release and such specific waiver of Section 1542.

4 75. No Publicity.

5 Plaintiffs and Class Counsel agree not to initiate any publicity or respond to any media or
6 other inquiries about the terms of this Settlement or the Class Action. Plaintiffs and Class Counsel
7 further agree to keep the terms of the Settlement confidential prior to filing the Motion for
8 Preliminary Approval.

9 76. No Admission of Liability.

10 Defendant denies that it has engaged in any unlawful activity, has failed to comply with the
11 law in any respect, or has any liability to anyone under the claims asserted in the Class Action.
12 This Settlement is entered into solely for the purpose of compromising highly disputed claims.
13 Nothing in this Settlement is intended or will be construed as an admission of liability or
14 wrongdoing by Defendant, an admission by Plaintiffs that any of their claims were non-
15 meritorious, or any defense asserted by Defendant was meritorious. The fact that Plaintiffs and
16 Defendant were willing to settle the Class Action will have no bearing on, and will not be
17 admissible in connection with, any litigation (other than solely in connection with the Settlement).

18 77. Tax Liability and Medicare.

19 The Parties make no representations as to the tax treatment or legal effect of the payments
20 called for hereunder, and Settlement Class Members are not relying on any statement or
21 representation by the Parties in this regard. Participating Class Members understand and agree that
22 they will be responsible for the payment of taxes and penalties assessed on the payments described
23 herein and will hold the Parties free and harmless from and against any claims resulting from
24 treatment of such payments as non-taxable damages, including the treatment of such payment as
25 not subject to withholding or deduction for payroll and employment taxes. Moreover, this
26 Settlement Agreement is based upon a good faith determination of the Parties to resolve a disputed
27 claim. The Parties have not shifted responsibility of medical treatment to Medicare in
28 contravention of 42 U.S.C. Sec. 1395y(b), especially since this is strictly a wage and hour case.

1 The Parties resolved this matter in compliance with both state and federal law. The Parties made
2 every effort to adequately protect Medicare’s interest and incorporate such into the settlement
3 terms. Plaintiffs warrant that they are not a Medicare beneficiary as of the date of this Settlement
4 Agreement. Because Plaintiffs are not a Medicare recipient as of the date of this Settlement
5 Agreement, no conditional payments have been made by Medicare.

6 78. Circular 230 Disclaimer.

7 Each Party to this Settlement Agreement (for purposes of this section, the “acknowledging
8 party” and each Party to this Settlement Agreement other than the acknowledging party, an “other
9 party”) acknowledges and agrees that (1) no provision of this Settlement Agreement, and no
10 written communication or disclosure between or among the Parties or their attorneys and other
11 advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be
12 construed or be relied upon as, tax advice within the meaning of United States Treasury
13 Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied
14 exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax
15 advice) in connection with this Settlement Agreement, (b) has not entered into this Settlement
16 Agreement based upon the recommendation of any other party or any attorney or advisor to any
17 other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or
18 adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging
19 party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the
20 confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such
21 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or
22 tax structure of any transaction, including any transaction contemplated by this Settlement
23 Agreement. The Parties agree that Class Members and PAGA Group Members will assume any
24 such tax obligations or consequences that may arise from this Settlement Agreement, and that
25 Class Members and PAGA Group Members shall not seek any indemnification from the Parties or
26 any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body
27 determines that additional taxes are due from any Class Member or PAGA Group Member, such
28 Class Member or PAGA Group Member assumes all responsibility for the payment of such taxes

1 and shall hold Defendant and the Released Parties harmless. Class Members and PAGA Group
2 Members will be specifically informed that neither Defendant nor Class Counsel make any
3 representations regarding the tax implications of any amounts paid under this Settlement
4 Agreement and that if any Class Member or PAGA Group Member has any questions regarding
5 those implications, they can and should consult a tax expert.

6 **IX. FINAL SETTLEMENT APPROVAL.**

7 79. A Final Approval Hearing shall be held for the purpose of considering, *inter alia*,
8 (a) the fairness, adequacy, and reasonableness of the Settlement, (b) the Service Payments to
9 Plaintiffs, (c) the fees and costs of Class Counsel, and (d) the propriety of any timely objections as
10 well as Class Counsel and Defense Counsel's response thereto. The date of the Final Approval
11 Hearing shall be set by the Court and notice of such shall be provided to Class Members in the
12 Class Notice. Although the Court may continue the Final Approval Hearing without further notice
13 to the Settlement Class Members, the Settlement Administrator's website will be updated to
14 provide this information.

15 Upon final approval of the Settlement, the Parties will respectfully request the Court enter
16 an Order of Final Approval:

- 17 (i) Approving the Settlement, adjudging the terms thereof to be fair, reasonable,
18 and adequate, and directing consummation of its terms and provisions;
- 19 (ii) Approving payment to the Settlement Administrator;
- 20 (iii) Approving the Service Payments to the Plaintiffs for their service as Class
21 Representatives;
- 22 (iv) Approving Class Counsel's application for fees and costs;
- 23 (v) Permanently enjoining and restraining Participating Class Members from
24 and against initiating or pursuing against Defendant any individual,
25 representative, or class claims released by this Settlement;
- 26 (vi) Entering judgment in this Class Action consistent with the terms of this
27 Settlement ("Judgment"); and
- 28 (vii) Retaining jurisdiction to the extent necessary over the subject matter of the

Class Action and over the Parties and Settlement Class Members to enforce the terms of the Settlement.

80. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.

If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, writ, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Party will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Superior Court, not later than fourteen (14) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes final. For the purposes of this paragraph, a "material change" is a change to the Maximum Settlement Amount, Released Parties, the Released Claims, Released PAGA Claims, Plaintiffs' General Release, Settlement Class, PAGA Group, Class Period, and the PAGA Period terms defined herein. A vacation, reversal, or modification of the Superior Court's award of the Service Payments, or the Class Counsel's Attorney's Fees and Costs will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph.

X. TERMINATION OF THE SETTLEMENT.

81. Grounds for Termination of the Settlement.

If the Superior Court ultimately does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement that is not agreed to by one of the Parties, then either Party will have the right to void the Settlement. If the Settlement is voided in this manner, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay any amounts that otherwise would have been payable under this Settlement, except that the voiding Party will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Party exercises the right to void the Settlement under this paragraph. For the purposes of this paragraph, a "material change" is a change to the terms outlined in the executed Memorandum of Understanding, a copy of which is attached hereto as **Exhibit B**. However, an award by the Superior Court of a lesser amount than that sought by

1 Plaintiffs and Class Counsel for the Service Payments and/or Class Counsel's Attorney's Fees and
2 Costs will not constitute a material change to the Settlement within the meaning of this paragraph.

3 82. Defendant's Right to Terminate the Settlement.

4 Notwithstanding any other provision in this Settlement, if 5% or more of the Class
5 Members opt-out of the Settlement, Defendant shall have the right, in its sole discretion, to rescind,
6 nullify, and terminate the Settlement within 15 calendar days after the expiration of the Response
7 Period. The Settlement Administrator shall notify Defense Counsel and Class Counsel via email
8 immediately, and no later than three (3) calendar days after expiration of the Response Period, if
9 the 5% threshold for opt-outs is exceeded. If Defendant exercises this right, however, it shall be
10 responsible for the reasonable fees and costs of the Settlement Administrator to that point.

11 **XI. MISCELLANEOUS TERMS.**

12 83. Mutual Cooperation.

13 The Parties agree to fully cooperate with each other to accomplish the terms of this
14 Settlement Agreement, including but not limited to, executing and amending such documents and
15 taking such other actions as may reasonably be necessary to implement the terms of this Settlement
16 Agreement. The Parties shall use their best efforts, including all efforts contemplated by this
17 Settlement Agreement and any other efforts that may become necessary by order of the Court, or
18 otherwise, to effectuate this Settlement Agreement and the terms set forth herein. Neither party,
19 nor their counsel, employees, or agents, shall solicit or encourage any Settlement Class Member to
20 exclude themselves from the Settlement, object to the Settlement, or decline to opt into the
21 Settlement.

22 84. Modification.

23 This Settlement Agreement may not be changed, altered, or modified, except in writing and
24 signed by counsel for the Parties, and approved by the Court, provided however that changes solely
25 to the timing and deadlines herein may be made for administrative convenience by written
26 agreement of counsel for all Parties without Court approval. This Settlement Agreement may not
27 be discharged except by performance in accordance with its terms or by a writing signed by the
28 Parties hereto and approved by the Court.

85. Integration Clause.

This Settlement Agreement contains the entire agreement between the Parties relating to the settlement of the Class Action and the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. In entering into this Settlement Agreement, none of the Parties has relied on any representation or promise not expressly set forth in this Settlement Agreement. No rights hereunder may be waived except in writing.

86. Class Counsel Signatories.

It is agreed that because of the anticipated large number of Participating Class Members, it will be impossible or impractical to have each Participating Class Member execute this Settlement Agreement. As such, Class Counsel is signing on behalf of the Participating Class Members. In addition, the Class Notice will advise Settlement Class Members of the binding nature of the Settlement, and their right to Opt-Out and/or object, and shall have the same force and effect as if it were executed individually by each Participating Class Member.

87. Interim Stay of Proceedings.

Pending the completion of the approval process, the Parties agree to a stay of all proceedings in the Class Action except those necessary to implement the Settlement itself.

88. Notices.

Any notices, requests, demands, or other communications required or necessitated by this Settlement Agreement shall be in writing and, except as provided elsewhere in this Settlement Agreement, shall be delivered as follows:

<u>If to Plaintiffs or Class Counsel, then to:</u>	<u>If to Defendant or Defense Counsel, then to:</u>
Eric B. Kingsley Kelsey M. Szamet Kingsley & Kingsley APC 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 Email: eric@kingsleykingsley.com Email: kelsey@kingsleykingsley.com	R. Scott Brink Patricia DeSantis Belton Jeffer Mangels Butler & Mitchell LLP 1900 Avenue of the Stars, 7 th Floor Los Angeles, CA 90067-4308 Email: rsb@jmbm.com Email: pbelton@jmbm.com

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or

Aaron Kaufmann
David Pogrel
Leonard Carder, LLP
1999 Harrison Street, Suite 2700
Oakland, CA 94612
Email: akaufmann@leonardcarder.com
Email: dpogrel@leonardcarder.com

89. Resolution of Disputes Arising from Preparation of Settlement Agreement.

Should the Parties be unable to resolve disputes regarding the preparation of this Settlement Agreement informally, the Parties agree to seek the guidance of their mediator, France “Tripper” Ortman, III, Esq.

90. Retention of Jurisdiction by the Court.

Following approval of the Settlement and the Court’s entry of the Order of Final Approval, the Court shall retain jurisdiction for the purpose of addressing any issues which may arise with respect to the administration of the Settlement or the enforcement of the Settlement’s terms.

91. Choice of Law.

This Settlement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California.

92. Construction.

This Settlement Agreement is entered into freely and voluntarily without duress or undue pressure or influence of any kind or nature whatsoever and neither Party has relied on any promises, representations or warranties regarding the subject matter hereof other than as set forth in this Settlement Agreement. Each Party has been represented by counsel in the settlement negotiations leading up to, and in connection with the preparation and execution of, this Settlement Agreement. The Parties acknowledge and agree that all Parties had an equal hand in drafting this Settlement Agreement so that it shall not be deemed to have been prepared or drafted by one Party or another. All Parties waive the provisions of California Civil Code section 1654 (and any other equivalent state, federal, or local provision), which provides, in part, that “the language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.”

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Attorneys for Plaintiffs JOEY STEPHENS,
MANUEL MARTINEZ, ERIC MCINTYRE,
JEREMY CAPPS, and TYLER IRISH and the
Proposed Class

LEONARD CARDER, LLP

DATED: _____

By _____

Aaron Kaufmann
David Pogrel
Attorneys for Plaintiffs JOEY STEPHENS,
MANUEL MARTINEZ, ERIC MCINTYRE,
JEREMY CAPPS, and TYLER IRISH and the
Proposed Class

JEFFER MANGLES BUTLER & MITCHEL LLP

DATED: _____

By _____

R. SCOTT BRINK
PATRICIA DESANTIS BELTON
Attorneys for Defendant Hall Ambulance Service,
Inc.

EXHIBIT "C"

1 [CLASS MEMBER NAME]

2 **JOEY STEPHENS v. HALL AMBULANCE SERVICE, INC.**

3 **Superior Court of the State of California, County of Kern**
4 **Case No.: BCV-20-101643**

5 If you are a current or former employee for HALL AMBULANCE SERVICE, INC. (“Hall
6 Ambulance” or “Defendant”), a class action lawsuit may affect your rights and you may be entitled
7 to benefits under the settlement.

8 You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

9 **PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT**
10 **INFORMATION ABOUT YOUR RIGHTS.**

- 11 • This lawsuit involves a Settlement Class defined as:

12 All non-exempt field employees (including Emergency Medical Technicians, Paramedics,
13 and
14 Dispatchers) who are employed or have been employed by HALL AMBULANCE
15 SERVICE, INC., and ~~any of its subsidiary entities, including without limitation,~~ Hall Air
16 Ambulance Service, Inc., Hall Critical Care Transport Service, Inc., Delano Ambulance
17 Service, Inc., in the State of California during the period August 21, 2015 to July 31,
18 2022.

- 19 • You are receiving this Notice because the records reflect that you may be a member of the
20 Settlement Class.
- 21 • Plaintiffs in this class action allege that Defendant failed to pay all wages and/or overtime,
22 failed to provide lawful meal periods, failed to authorize and permit rest periods, failed to
23 pay minimum wage, failed to pay lawful wages upon termination or resignation, engaged
24 in unfair business practices, and is liable for penalties under California’s Private Attorneys
25 General Act or “PAGA.” Hall Ambulance denies Plaintiffs’ claims and asserts that it has
26 complied with all of its legal obligations to its employees.
- 27 • There has been a settlement that affects your rights. Although the Court has authorized the
28 Parties to provide this notice of the proposed settlement, the Court has expressed no opinion
on the merits of Plaintiffs’ claims or Hall Ambulance’s defenses.
- You will not be penalized or retaliated against by Hall Ambulance for participating in this
class action settlement.
- You have several options available to you:

27 DO NOTHING	By doing nothing, you will receive a share of the settlement 28 proceeds, and be bound by the terms of the settlement and you will
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	give up any rights to sue for claims pled or arising out of or reasonably related to the transactions and occurrences pled in the Complaint, which are or could be the basis of claims that Defendants failed to pay all wages and/or overtime, failed to provide lawful meal periods, failed to authorize and permit rest periods, failed to pay minimum wage, failed to pay lawful wages upon termination or resignation, engaged unfair business practices, or is subject to PAGA penalties during the Covered Period.
ASK TO BE EXCLUDED (OPT OUT)	Exclude yourself from this lawsuit. You will not be bound by the Settlement, except as to Released PAGA Claims, and will not be eligible to receive a payment from the Net Class Settlement Amount.
OBJECT	Object to the terms of this Settlement.

**Your options are explained in this notice.
To opt out or object, you must act by XXXX.**

1. Why did I get this notice?

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of Hall Ambulance's employees. You have received this notice because Hall Ambulance's records indicate that you are a member of this Settlement Class. The Settlement Class includes two subgroups: (1) "Former Employee Sub-Class Member" means any Class Member whose employment with Defendant ended at any point during the Class Period and (2) "PAGA Group" shall mean all Settlement Class Members who performed work for Defendant during the PAGA Period of August 7, 2019 through July 31, 2022.

2. What is this lawsuit about?

This lawsuit was filed on July 16, 2020 on behalf of all Settlement Class Members. The operative complaint alleges class-wide causes of action against Hall Ambulance for failure to pay wages and/or overtime pursuant to Labor Code §§ 510, 1194, and 1199, failure to provide meal periods pursuant to §§ 226.7, 512, failure to authorize and permit rest periods pursuant to IWC Wage Order No. 9, § 12, Labor Code § 226.7, failure to pay minimum wage under labor code §§ 1194, 1194.2, 1197, IWC Wage Order No. 9, § 4, waiting time penalties pursuant to Labor Code § 203, violations of the Business and Professions Code § 17200, and penalties pursuant to Labor Code § 2699, et seq.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiffs' allegations or Defendant's defenses.

4. Why did this case settle?

The Parties reached a settlement in order to avoid the risk, inconvenience and expense of further litigation. Plaintiffs and their attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some of the claims presented. Defendant disputes Plaintiffs' claims and asserts that it has complied with all of its legal obligations toward its employees, but has also concluded that further litigation would be protracted, expensive, and would divert management and employee time.

5. What are the terms of the settlement and how much will I receive?

The Maximum Settlement Amount is \$1,900,000.00. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Attorneys' fees: \$633,333.33
- Litigation Costs: \$30,000.00
- Claims Administration Costs: \$17,132.80
- Service Awards to Named Plaintiffs: \$50,000 (*\$10,000 to each Named Plaintiff*)
- Penalties to the Labor & Workforce Development Agency: \$50,000.00
- Employer's share of payroll taxes due on any wage portion of the settlement payments made to Class Members

The Net Settlement Amount that results from taking these deductions from the Maximum Settlement Amount will be available for payment to the Participating Settlement Class Members receiving this notice ("""). 70% of the Net Settlement Amount will be distributed to all Participating Settlement Class Members and PAGA Group Members. Participating Settlement Class Members who are no longer employed by Defendant are also part of a sub-class of Participating Former Employees; the Labor Code § 203 claim for waiting time penalties claim referenced above is only on behalf of those former employees. 30% of the Net Settlement Amount will be paid as Supplemental Payments to the Former Employees sub-class. \$12,500 of the New Settlement Amount will be paid to the PAGA Group Members as their PAGA Payment Share.

Each Participating Class Member and PAGA Group Member's Individual Settlement Payment shall be determined on a pro rata basis based upon the number of workweeks during which the employee worked in proportion to the aggregate number of workweeks by all Settlement Class Members and PAGA Group Members. Participating Former Employees sub-class members shall receive an equal share of the 30% of the Net Settlement Amount set aside for waiting time penalty claims. Settlement Class Members who opt out but are PAGA Group Members will still receive their PAGA Payment Share and release their PAGA claims. The amount of each Participating Class Member, Participating Former Employee Sub-Class Member, and PAGA Group Member Settlement Share shall be determined by the Settlement Administrator as follows:

(i) Class Members.

The Workweeks worked during the Class Period by each Participating Class Member will be divided by the total Workweeks worked by all Participating Class Members during the Class

Period, resulting in a payment ratio for each Participating Class Member. Each Participating Class Member's payment ratio is then multiplied by the portion of the Net Settlement Amount allocated to the Class to determine his or her individual Participating Class Member Settlement Share.

(ii) Participating Former Employee Sub-Class Members.

Participating Former Employee Sub-Class Members shall each receive an equal share of the portion of the \$_____ set aside for them (the "Former Employee Sub-Class Member Supplemental Payment") in addition to their Participating Class Member payment.

(iii) PAGA Group Members-

The Pay Periods worked during the PAGA Period by each PAGA Group Member will be divided by the total Pay Periods worked by all PAGA Group Members during the PAGA Period, resulting in a payment ratio for each PAGA Group Member. Each PAGA Group Member's payment ratio is then multiplied by the \$12,500 allocated to the PAGA Group Members to determine his or her individual payment (the "PAGA Payment Share"). Each PAGA Group Member's PAGA Payment Share shall be paid in addition to any Participating Class Member payment and, if applicable, Former Employee Sub-Class Member Supplemental Payment, to which the PAGA Group Member may be entitled.

According to 's records, the total number of pay periods that you worked as an employee *during the relevant time period* is _____. If you disagree with this information and would like someone to look into the matter, please follow the procedure below. Based on these pay periods, your estimated settlement amount is _____.

6. What if I disagree with the number of pay periods shown above?

If you believe the information in the notice is incorrect regarding the number of pay periods, you will need to write a letter setting forth the number of pay periods that you believe are correct. You may attach any relevant documentation in support thereof. You must mail your letter to:

Settlement Administrator
c/o ILYM

You must submit such information by **XXXX**. Class Counsel, Defense Counsel, and the Settlement Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. In the event they are unable to resolve any dispute under this Section, the Settlement Administrator shall review all information, material and documents and make a final decision regarding the dispute.

7. What do I have to do to receive a share of the settlement?

If you wish to receive an award under the terms of this settlement, you do not have to do anything. However, it is advisable to confirm your current mailing address with the Settlement Administrator in order to ensure you receive your settlement share. You will be covered by the release summarized in Section 8, below.

8. What rights am I giving up?

Participating Settlement Class Members will release and discharge Defendant, and any of its former and present parents, subsidiaries, and affiliates, and its officers, directors, employees, partners, shareholders, attorneys, and agents, and any other successors, assigns, or legal representatives, from all causes of action and claims that were alleged in the Class Action or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint

(~~Third~~ Second Amended Complaint) including, but not limited to: Failure to Pay Wages and/or Overtime (Labor Code §§ 510, 1194, 1199), Failure to Provide Meal Periods (Labor Code §§ 226.7, 512), Failure to Authorize and Permit Rest Periods (IWC Wage Order No. 9, § 12, Labor Code § 226.7), Failure to Pay Minimum Wage (Labor Code §§ 1194, 1194.2, 1197, IWC Wage Order No. 9, § 4), Waiting Time Penalties (Labor Code § 203), Violations of Business & Professions Code § 17200), Penalties Pursuant to Labor Code § 2699 et seq.), claims for restitution and other equitable relief, liquidated damages, civil penalties, statutory penalties, punitive damages, waiting time penalties, interest, as well as all similar provisions under the Federal Fair Labor Standards Act, including 29 U.S.C. sections 206, 207, and 216, and the National Labor Relations Act. —Participating Class Members who are employed by Defendant and who participate in the Settlement and receive a payment thereunder shall, by virtue of the same, release any Labor Code section 203 claims for failure to pay wages due and owing at the end of employment based upon the claims set forth above in Paragraph 72(i).

Each PAGA Group Member, and without the need to manually sign a release document, in exchange for the consideration recited in this Settlement Agreement, on behalf of himself or herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and finally release Released Parties from any and all claims, demands, rights, liabilities, and causes of action that were or could have been brought against the Released Parties in the Class Action for civil penalties pursuant to the PAGA that were alleged or could have been alleged under the Labor Code, state or local wage and hour laws and Wage Orders, whether known or unknown, based on the facts and legal theories contained in the Class Action, including but not limited to (a) failure to properly calculate and pay all minimum wages and/or overtime wages; (b) failure to provide meal periods or compensation in lieu thereof; (c) failure to provide rest periods or compensation in lieu thereof; (d) failure to pay wages timely at time of termination or resignation; (e) failure to timely pay all wages that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint (the “PAGA Released Claims”). Following the Effective Date and Defendant funding the settlement, all PAGA Group Members will release the Released Parties from the PAGA Released Claims that accrued during the PAGA Period. PAGA Group Members cannot opt out of or object to the foregoing PAGA Release.

9. What if I do not wish to be involved?

Anyone not wishing to participate in the settlement may exclude himself or herself (“opt out”) by completing, signing, and mailing a letter indicating that they do not want to participate in the settlement. To be effective, requests for exclusion must (a) be submitted in writing to the Settlement Administrator, postmarked before the Response Deadline of XXXX (i.e., no later than 45 calendar days from the date of mailing of the Class Notice), (b) contain the individual’s first

1 and last name, current home (or mailing address), and the last four digits of his or her social
2 security number, and (c) include written affirmation of his or her desire to exclude themselves
3 containing the following or substantially similar language: (e.g. "I elect to opt-out of the Joey

4 Stephens et al. v. Hall Ambulance Service, Inc. class action settlement. I understand that by doing

5 so, I will not be able to participate in the settlement, and will not receive a share of the settlement.")

6 to the Settlement Administrator, ILYM, by XXXX.

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Settlement Administrator
c/o ILYM

If your Request for Exclusion is postmarked after XXXX, it will be rejected, and you will be a Participating Class Member and be bound by the settlement terms and release. Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Participating Class Member and will not receive any payment as part of this settlement. Such persons will keep any rights to sue Hall Ambulance separately about the claims made in this lawsuit with the exception of PAGA Released claims.

10. What if I have an objection?

A class member may object to the settlement in writing ~~or in person~~. Written objections and all supporting briefs or other materials must be submitted to the Settlement Administrator no later than XXXX.

Settlement Administrator
c/o ILYM

To be effective, objections must (a) be mailed to the Settlement Administrator, postmarked before the Response Deadline of XXXX (i.e., no later than 45 calendar days from the date of mailing of the Class Notice), (b) clearly identify the case name and number, (c) contain the objector's full name, current home (or mailing address), and the last four digits of his or her social security number, (d) clearly and concisely state all grounds for the objection, (e) indicate whether the objector is represented by counsel and, if so, identify such counsel, (f) indicate whether the objector and/or his or her counsel intend to appear at the Final Approval Hearing, and (g) be signed by the objector or his or her counsel.
~~Any class member may make an objection at the Final Approval Hearing with or without filing or serving any written objection. The Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval hearing to present his or her objection directly to the Court. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Judge and serve Class Counsel and Defense Counsel no later than the Response Deadline. The Final Approval and Fairness Hearing will be held in Dept. 17 of the Kern County Superior Court, Metropolitan Division, located at 1415 Truxtun Avenue, Bakersfield, CA, 93301 on _____, 2023, at XX (a.m./p.m.) (Pacific Time).~~

Any Class Member who timely requests exclusion from this Settlement shall not have the right to file an objection to the Settlement and any objection by a Class Member who timely requests exclusion will be deemed void.

If any Objection is ultimately overruled by the Court, the Settlement Class Member will be bound

by the Release.

Any Class Member who fails to submit a timely written objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

Class Counsel:	Counsel for Hall Ambulance:
Kingsley & Kingsley, APC Eric B. Kingsley, Esq. Kelsey M. Szamet, Esq. 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 Telephone: (818) 990-8300 Leonard Carder, LLP Aaron Kaufmann, Esq. David Pogrel, Esq. 1999 Harrison Street, Suite 2700 Oakland, CA 94612 Telephone: (510) 272-0169	Jeffer Mangels Butler & Mitchell LLP R. Scott Brink, Esq. Patricia DeSantis Belton, Esq. 1900 Avenue of the Stars, 7th Floor Los Angeles, California 90067-4308 Telephone: (310) 203-8080

11. Do I need a lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

12. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 17 of the Kern County Superior Court, Metropolitan Division, located at 1415 Truxtun Avenue, Bakersfield, CA, 93301 on _____, 2023, at XX (a.m./p.m.) (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiffs' Service Awards, and the costs of claims administration. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

13. How can I receive more information?

This notice is a summary of the basic terms of the settlement. For further information, you may also telephone the Settlement Administrator, ILYM (listed above), or Class Counsel (listed above).

Please do not telephone the Court, the Office of the Clerk, or Hall Ambulance's counsel for information regarding this settlement.

EXHIBIT "D"

1 [CLASS MEMBER NAME]

2 **JOEY STEPHENS v. HALL AMBULANCE SERVICE, INC.**

3 **Superior Court of the State of California, County of Kern**
4 **Case No.: BCV-20-101643**

5 If you are a current or former employee for HALL AMBULANCE SERVICE, INC. (“Hall
6 Ambulance” or “Defendant”), a class action lawsuit may affect your rights and you may be entitled
7 to benefits under the settlement.

8 You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

9 **PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT**
10 **INFORMATION ABOUT YOUR RIGHTS.**

- 11 • This lawsuit involves a Settlement Class defined as:

12 All non-exempt field employees (including Emergency Medical Technicians, Paramedics,
13 and
14 Dispatchers) who are employed or have been employed by HALL AMBULANCE
15 SERVICE, INC., and its subsidiary entities Hall Air
16 Ambulance Service, Inc., Hall Critical Care Transport Service, Inc., Delano Ambulance
17 Service, Inc., in the State of California during the period August 21, 2015 to July 31,
18 2022.

- 19 • You are receiving this Notice because the records reflect that you may be a member of the
20 Settlement Class.
- 21 • Plaintiffs in this class action allege that Defendant failed to pay all wages and/or overtime,
22 failed to provide lawful meal periods, failed to authorize and permit rest periods, failed to
23 pay minimum wage, failed to pay lawful wages upon termination or resignation, engaged
24 in unfair business practices, and is liable for penalties under California’s Private Attorneys
25 General Act or “PAGA.” Hall Ambulance denies Plaintiffs’ claims and asserts that it has
26 complied with all of its legal obligations to its employees.
- 27 • There has been a settlement that affects your rights. Although the Court has authorized the
28 Parties to provide this notice of the proposed settlement, the Court has expressed no opinion
on the merits of Plaintiffs’ claims or Hall Ambulance’s defenses.
- You will not be penalized or retaliated against by Hall Ambulance for participating in this
class action settlement.
- You have several options available to you:

27 DO NOTHING	By doing nothing, you will receive a share of the settlement 28 proceeds, and be bound by the terms of the settlement and you will
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	give up any rights to sue for claims pled or arising out of or reasonably related to the transactions and occurrences pled in the Complaint, which are or could be the basis of claims that Defendants failed to pay all wages and/or overtime, failed to provide lawful meal periods, failed to authorize and permit rest periods, failed to pay minimum wage, failed to pay lawful wages upon termination or resignation, engaged unfair business practices, or is subject to PAGA penalties during the Covered Period.
ASK TO BE EXCLUDED (OPT OUT)	Exclude yourself from this lawsuit. You will not be bound by the Settlement, except as to Released PAGA Claims, and will not be eligible to receive a payment from the Net Class Settlement Amount.
OBJECT	Object to the terms of this Settlement.

**Your options are explained in this notice.
To opt out or object, you must act by **XXXX**.**

1. Why did I get this notice?

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of Hall Ambulance's employees. You have received this notice because Hall Ambulance's records indicate that you are a member of this Settlement Class. The Settlement Class includes two subgroups: (1) "Former Employee Sub-Class Member" means any Class Member whose employment with Defendant ended at any point during the Class Period and (2) "PAGA Group" shall mean all Settlement Class Members who performed work for Defendant during the PAGA Period of August 7, 2019 through July 31, 2022.

2. What is this lawsuit about?

This lawsuit was filed on July 16, 2020 on behalf of all Settlement Class Members. The operative complaint alleges class-wide causes of action against Hall Ambulance for failure to pay wages and/or overtime pursuant to Labor Code §§ 510, 1194, and 1199, failure to provide meal periods pursuant to §§ 226.7, 512, failure to authorize and permit rest periods pursuant to IWC Wage Order No. 9, § 12, Labor Code § 226.7, failure to pay minimum wage under labor code §§ 1194, 1194.2, 1197, IWC Wage Order No. 9, § 4, waiting time penalties pursuant to Labor Code § 203, violations of the Business and Professions Code § 17200, and penalties pursuant to Labor Code § 2699, et seq.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiffs' allegations or Defendant's defenses.

4. Why did this case settle?

The Parties reached a settlement in order to avoid the risk, inconvenience and expense of further litigation. Plaintiffs and their attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some of the claims presented. Defendant disputes Plaintiffs' claims and asserts that it has complied with all of its legal obligations toward its employees, but has also concluded that further litigation would be protracted, expensive, and would divert management and employee time.

5. What are the terms of the settlement and how much will I receive?

The Maximum Settlement Amount is \$1,900,000.00. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Attorneys' fees: \$633,333.33
- Litigation Costs: \$30,000.00
- Claims Administration Costs: \$17,132.80
- Service Awards to Named Plaintiffs: \$50,000 (*\$10,000 to each Named Plaintiff*)
- Penalties to the Labor & Workforce Development Agency: \$50,000.00
- Employer's share of payroll taxes due on any wage portion of the settlement payments made to Class Members

The Net Settlement Amount that results from taking these deductions from the Maximum Settlement Amount will be available for payment to the Participating Settlement Class Members receiving this notice. 70% of the Net Settlement Amount will be distributed to all Participating Settlement Class Members and PAGA Group Members. Participating Settlement Class Members who are no longer employed by Defendant are also part of a sub-class of Participating Former Employees; the Labor Code § 203 claim for waiting time penalties claim referenced above is only on behalf of those former employees. 30% of the Net Settlement Amount will be paid as Supplemental Payments to the Former Employees sub-class. \$12,500 of the New Settlement Amount will be paid to the PAGA Group Members as their PAGA Payment Share.

Each Participating Class Member and PAGA Group Member's Individual Settlement Payment shall be determined on a pro rata basis based upon the number of workweeks during which the employee worked in proportion to the aggregate number of workweeks by all Settlement Class Members and PAGA Group Members. Participating Former Employees sub-class members shall receive an equal share of the 30% of the Net Settlement Amount set aside for waiting time penalty claims. Settlement Class Members who opt out but are PAGA Group Members will still receive their PAGA Payment Share and release their PAGA claims. The amount of each Participating Class Member, Participating Former Employee Sub-Class Member, and PAGA Group Member Settlement Share shall be determined by the Settlement Administrator as follows:

(i) Class Members.

The Workweeks worked during the Class Period by each Participating Class Member will be divided by the total Workweeks worked by all Participating Class Members during the Class

Period, resulting in a payment ratio for each Participating Class Member. Each Participating Class Member's payment ratio is then multiplied by the portion of the Net Settlement Amount allocated to the Class to determine his or her individual Participating Class Member Settlement Share.

(ii) Participating Former Employee Sub-Class Members.

Participating Former Employee Sub-Class Members shall each receive an equal share of the portion of the \$_____ set aside for them (the "Former Employee Sub-Class Member Supplemental Payment") in addition to their Participating Class Member payment.

(iii) PAGA Group Members.

The Pay Periods worked during the PAGA Period by each PAGA Group Member will be divided by the total Pay Periods worked by all PAGA Group Members during the PAGA Period, resulting in a payment ratio for each PAGA Group Member. Each PAGA Group Member's payment ratio is then multiplied by the \$12,500 allocated to the PAGA Group Members to determine his or her individual payment (the "PAGA Payment Share"). Each PAGA Group Member's PAGA Payment Share shall be paid in addition to any Participating Class Member payment and, if applicable, Former Employee Sub-Class Member Supplemental Payment, to which the PAGA Group Member may be entitled.

According to 's records, the total number of pay periods that you worked as an employee *during the relevant time period* is _____. If you disagree with this information and would like someone to look into the matter, please follow the procedure below. Based on these pay periods, your estimated settlement amount is _____.

6. What if I disagree with the number of pay periods shown above?

If you believe the information in the notice is incorrect regarding the number of pay periods, you will need to write a letter setting forth the number of pay periods that you believe are correct. You may attach any relevant documentation in support thereof. You must mail your letter to:

Settlement Administrator
c/o ILYM

You must submit such information by **XXXX**. Class Counsel, Defense Counsel, and the Settlement Administrator will work together in good faith and do their best to promptly resolve the dispute based on available records. In the event they are unable to resolve any dispute under this Section, the Settlement Administrator shall review all information, material and documents and make a final decision regarding the dispute.

7. What do I have to do to receive a share of the settlement?

If you wish to receive an award under the terms of this settlement, you do not have to do anything. However, it is advisable to confirm your current mailing address with the Settlement Administrator in order to ensure you receive your settlement share. You will be covered by the release summarized in Section 8, below.

1 **8. What rights am I giving up?**

2 Participating Settlement Class Members will release and discharge Defendant, and any of its
3 former and present parents, subsidiaries, and affiliates, and its officers, directors, employees,
4 partners, shareholders, attorneys, and agents, and any other successors, assigns, or legal
5 representatives, from all causes of action and claims that were alleged in the Class Action or
6 reasonably could have been alleged based on the facts and legal theories contained in the operative
7 complaint (Second Amended Complaint) including, but not limited to: Failure to Pay Wages
8 and/or Overtime (Labor Code §§ 510, 1194, 1199), Failure to Provide Meal Periods (Labor Code
9 §§ 226.7, 512), Failure to Authorize and Permit Rest Periods (IWC Wage Order No. 9, § 12, Labor
10 Code § 226.7), Failure to Pay Minimum Wage (Labor Code §§ 1194, 1194.2, 1197, IWC Wage
11 Order No. 9, § 4), Waiting Time Penalties (Labor Code § 203), Violations of Business &
12 Professions Code § 17200), Penalties Pursuant to Labor Code § 2699 et seq.), claims for restitution
and other equitable relief, liquidated damages, civil penalties, statutory penalties, punitive
damages, waiting time penalties, interest, as well as all similar provisions under the Federal Fair
Labor Standards Act, including 29 U.S.C. sections 206, 207, and 216, and the National Labor
Relations Act. Participating Class Members who are employed by Defendant and who participate
in the Settlement and receive a payment thereunder shall, by virtue of the same, release any Labor
Code section 203 claims for failure to pay wages due and owing at the end of employment based
upon the claims set forth above in Paragraph 72(i).

13 Each PAGA Group Member, and without the need to manually sign a release document, in
14 exchange for the consideration recited in this Settlement Agreement, on behalf of himself or herself
15 and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys,
16 agents, and assigns, shall and does hereby fully and finally release Released Parties from any and
17 all claims, demands, rights, liabilities, and causes of action that were or could have been brought
18 against the Released Parties in the Class Action for civil penalties pursuant to the PAGA that were
19 alleged or could have been alleged under the Labor Code, state or local wage and hour laws and
20 Wage Orders, whether known or unknown, based on the facts and legal theories contained in the
21 Class Action, including but not limited to (a) failure to properly calculate and pay all minimum
22 wages and/or overtime wages; (b) failure to provide meal periods or compensation in lieu thereof;
23 (c) failure to provide rest periods or compensation in lieu thereof; (d) failure to pay wages timely
24 at time of termination or resignation; (e) failure to timely pay all wages that could have been
25 premised on the claims, causes of action or legal theories of relief described above or any of the
26 claims, causes of action or legal theories of relief pleaded in the operative complaint (the “PAGA
27 Released Claims”). Following the Effective Date and Defendant funding the settlement, all PAGA
28 Group Members will release the Released Parties from the PAGA Released Claims that accrued
during the PAGA Period. PAGA Group Members cannot opt out of or object to the foregoing
PAGA Release.

24 **9. What if I do not wish to be involved?**

25 Anyone not wishing to participate in the settlement may exclude himself or herself (“opt out”) by
26 completing, signing, and mailing a letter indicating that they do not want to participate in the
27 settlement. To be effective, requests for exclusion must (a) be submitted in writing to the
28 Settlement Administrator, postmarked before the Response Deadline of XXXX (i.e., no later than
45 calendar days from the date of mailing of the Class Notice), (b) contain the individual’s first
and last name, current home (or mailing address), and the last four digits of his or her social
security number, and (c) include written affirmation of his or her desire to exclude themselves

containing the following or substantially similar language: (e.g. “I elect to opt-out of the Joey Stephens et al. v. Hall Ambulance Service, Inc. class action settlement. I understand that by doing so, I will not be able to participate in the settlement, and will not receive a share of the settlement.”) to the Settlement Administrator, ILYM, by XXXX.

Settlement Administrator
c/o ILYM

If your Request for Exclusion is postmarked after XXXX, it will be rejected, and you will be a Participating Class Member and be bound by the settlement terms and release. Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Participating Class Member and will not receive any payment as part of this settlement. Such persons will keep any rights to sue Hall Ambulance separately about the claims made in this lawsuit with the exception of PAGA Released claims.

10. What if I have an objection?

A class member may object to the settlement in writing. Written objections and all supporting briefs or other materials must be submitted to the Settlement Administrator no later than XXXX.

Settlement Administrator
c/o ILYM

To be effective, objections must (a) be mailed to the Settlement Administrator, postmarked before the Response Deadline of XXXX (i.e., no later than 45 calendar days from the date of mailing of the Class Notice), (b) clearly identify the case name and number, (c) contain the objector’s full name, current home (or mailing address), and the last four digits of his or her social security number, (d) clearly and concisely state all grounds for the objection, (e) indicate whether the objector is represented by counsel and, if so, identify such counsel, (f) indicate whether the objector and/or his or her counsel intend to appear at the Final Approval Hearing, and (g) be signed by the objector or his or her counsel..

Any Class Member who timely requests exclusion from this Settlement shall not have the right to file an objection to the Settlement and any objection by a Class Member who timely requests exclusion will be deemed void.

If any Objection is ultimately overruled by the Court, the Settlement Class Member will be bound by the Release.

Any Class Member who fails to submit a timely written objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

Class Counsel:	Counsel for Hall Ambulance:
Kingsley & Kingsley, APC Eric B. Kingsley, Esq. Kelsey M. Szamet, Esq. 16133 Ventura Blvd., Suite 1200	Jeffer Mangels Butler & Mitchell LLP R. Scott Brink, Esq. Patricia DeSantis Belton, Esq.

Encino, CA 91436
Telephone: (818) 990-8300

Leonard Carder, LLP
Aaron Kaufmann, Esq.
David Pogrel, Esq.
1999 Harrison Street, Suite 2700
Oakland, CA 94612
Telephone: (510) 272-0169

1900 Avenue of the Stars, 7th Floor Los
Angeles, California 90067-4308
Telephone: (310) 203-8080

11. Do I need a lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

12. What happens next in the case?

The Settlement has only been preliminarily approved. The Court will hold a hearing in Dept. 17 of the Kern County Superior Court, Metropolitan Division, located at 1415 Truxtun Avenue, Bakersfield, CA, 93301 on _____, 2023, at XX (a.m./p.m.) (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, Plaintiffs' Service Awards, and the costs of claims administration. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

13. How can I receive more information?

This notice is a summary of the basic terms of the settlement. For further information, you may also telephone the Settlement Administrator, ILYM (listed above), or Class Counsel (listed above).

Please do not telephone the Court, the Office of the Clerk, or Hall Ambulance's counsel for information regarding this settlement.

EXHIBIT "E"
(Proof of Submission to the LWDA)

(PROOF OF SERVICE)
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On March 6, 2023, I served all interested parties in this action the following documents described as: **SUPPLEMENTAL DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

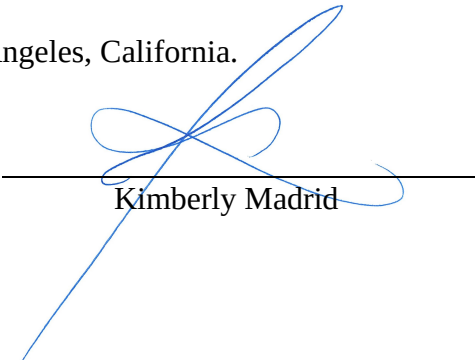
R. Scott Brink Patricia DeSantis Belton RSB@jmbm.com PBelton@jmbm.com Jeffer Mangels Butler & Mitchell LLP JMBM 1900 Avenue of the Stars, 7th Floor Los Angeles, California 90067 Attorneys for Defendant	Aaron Kaufmann David Pogrel akaufmann@leonardcarder.com dpogrel@leonardcarder.com Leonard Carder, LLP 1999 Harrison Street, Suite 2700 Oakland, CA 94612 Attorneys for Plaintiffs
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[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (BY ELECTRONIC MAIL TRANSMISSION) I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 6, 2023, at Los Angeles, California.



Kimberly Madrid