

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq., Cal. Bar No. 185123
eric@kingsleykingsley.com
KELSEY M. SZAMET, Esq., Cal. Bar No. 260264
kelsey@kingsleykingsley.com
JESSICA ADLOUNI, Esq. (SBN 328571)
jessica@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Telephone: (818) 990-8300
Fax: (818) 990-2903

LEONARD CARDER, LLP
AARON KAUFMANN, (SBN 148580)
akaufmann@leonardcarder.com
DAVID POGREL, (SBN 203787)
dpogrel@leonardcarder.com
1999 Harrison Street, Suite 2700
Oakland, CA 94612
Telephone: (510) 272-0169
Fax: (510) 272-0174

Attorneys for Plaintiffs JOEY STEPHENS, MANUEL
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, an individual, on behalf of
themselves and 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]

**DECLARATION OF MAKENNA SNOW
OF ILYM GROUP, INC. REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

Date: August 1, 2023
Time: 8:30 A.M.
Dept.: 17

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

1 I, Makenna Snow declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned, *Stephens*
6 *v. Hall Ambulance Service, Inc.* matter. I am authorized to make this declaration on behalf of ILYM
7 Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I
8 could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) translating the mailing
17 documents into Spanish; (b) printing and mailing the *Notice of Class Action Settlement*, in both
18 English and Spanish (referred to as “Notice Packet”); (c) receiving and processing requests for
19 exclusion and objections to the Settlement, if applicable; (d) resolving Settlement Class Members’
20 disputes over the number of Workweeks Defendant has record of them working during the Class
21 Period, which was pre-printed on their individualized Class Notice; (e) establishing a QSF account
22 and calculating individual settlement award amounts; (f) processing and mailing settlement award
23 checks; (g) handling tax withholdings as required by the Settlement and the law; (h) preparing,
24 issuing and filing tax returns and other applicable tax forms; (i) handling the distribution of any
25 unclaimed funds pursuant to the terms of the Settlement; and (j) performing other tasks as the
26 Parties mutually agree to and/or the Court orders ILYM Group to perform.

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1 4. On March 16, 2023, ILYM Group received the Court approved text for the Notice
2 Packet from Class Counsel. ILYM Group prepared a draft of the formatted Notice Packet, which
3 was approved by the Parties' Counsel prior to mailing.

4 5. On April 19, 2023, ILYM Group received the class data file from Counsel for
5 Defendant, which contained the name, social security number, last known mailing address, the
6 number of Workweeks worked for each Settlement Class Member during the Class Period, the
7 number of Pay Periods worked during the PAGA Period, and identification of whether an Class
8 Member is part of the Former Employee Sub Class. The data file was uploaded to our database and
9 checked for duplicates and other possible discrepancies. The Class List contained 974 individuals.

10 6. As part of the preparation for mailing, all 974 names and addresses contained in the
11 Class List were then processed against the National Change of Address ("NCOA") database,
12 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
13 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
14 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
15 address was found in the NCOA database, the updated address was used for the mailing of the
16 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
17 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

18 7. On May 30, 2023 the Notice Packet was mailed, in both English and Spanish, via
19 U.S First Class Mail, to all 974 individuals contained in the Class List. Attached hereto, as **Exhibit**
20 **A**, is a true and correct copy of the mailed Notice Packet.

21 8. As of the date of this declaration, 56 Notice Packets have been returned to our office.
22 Of the 21 returned Notice Packets, 2 included a forwarding address. ILYM Group performed a
23 computerized skip trace on the 54 returned Notice Packets, that did not include a forwarding
24 address, in an effort to obtain an updated address for purpose of re-mailing the Notice Packet. As a
25 result of this skip trace, 43 updated addresses were obtained and the Notice Packets were promptly
26 re-mailed to those Settlement Class Members, via U.S. First Class Mail.

27 9. As of the date of this declaration, a total of 45 Notice Packets have been re-mailed
28 as a result of ILYM Group's skip tracing efforts, and 2 have been re-mailed due to a forwarding

1 address.

2 10. As of the date of this declaration, a total of 11 Notice Packets have been deemed
3 undeliverable as no updated addresses were found notwithstanding the skip tracing.

4 11. As of the date of this declaration, ILYM Group has received 6 requests for exclusion.
5 The deadline to request exclusion from the Settlement is July 14, 2023.

6 12. As of the date of this declaration, ILYM Group has not received any objections to
7 the Settlement. The deadline to file an objection to the Settlement is July 14, 2023.

8 13. As of the date of this declaration, ILYM Group will report a total of 968
9 Participating Class Members, representing 99.38% of the 974 Settlement Class Members. The total
10 number of Workweeks worked by the Participating Class Members during the class period is
11 112,375.

12 14. Participating Class Members will receive a proportional share of the Net Settlement
13 Fund through individual settlement payments, based on the number of Workweeks worked by Class
14 Members during the Class Period. The Net Settlement Amount is the amount remaining after
15 deduction of the Court-approved payments from the Maximum Settlement Amount for Class
16 Counsel Fees and Litigation Costs, the Class Representative Enhancement Awards, Claims
17 Administration Fees to ILYM Group, and the PAGA allocation, e.g.,

18	Maximum Settlement Amount	\$1,900,000.00
19	Attorney's Fees	\$633,333.33
20	Attorney's Costs	\$30,000.00
21	Enhancement Award - Joey Stephens	\$10,000.00
22	Enhancement Award - Manuel Martinez	\$10,000.00
23	Enhancement Award - Eric McIntyre	\$10,000.00
24	Enhancement Award - Jeremy Capps	\$10,000.00
25	Enhancement Award - Tyler Irish	\$10,000.00
26	ILYM Group Fees	\$17,132.80
27	LWDA	\$37,500.00
28	Amount to PAGA Group Members	\$12,500.00

Net Settlement Amount **\$1,119,533.87**

Class Members (70% of NSA) *\$783,673.71*

Former Employees Sub-Class (30% of NSA) *\$335,860.16*

To determine a Participating Class Member's individual settlement award payment, the distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of the Applicable Workweeks worked by each Class Member during the Class Period, to the total number of Applicable Workweeks worked by all Class Members during the Class Period. Based on these calculations, the Participating Class Members will receive an estimated average gross payment of \$809.58, with the estimated highest gross payment being \$2,503.57 and an estimated lowest gross payment of \$6.97. Additionally, Participating Former Employee Sub- Class Members shall receive an equal share of the portion of 30% of the Net Settlement Amount set aside for them. The estimated equal share for Participating Former Employee Sub- Class Members is \$595.50.

The PAGA payment shares to the PAGA Group Members will be calculated based on the PAGA Group Member's number of Pay Periods worked during the PAGA Period. The distribution will be divided among all PAGA Group Members on a pro rata basis, based on the ratio of the Applicable PAGA Pay Periods worked by each PAGA Group Member during the PAGA Period, to the total number of Applicable PAGA Pay Periods worked by all PAGA Group Members during the PAGA Period. Based on these calculations, the PAGA Group Member's, will receive an estimated average payment of \$19.03, with the estimated highest payment being \$32.45, and the lowest payment of \$0.41.

15. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$17,132.80. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

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1 I declare under penalty of perjury under the laws of the State of California and the United
2 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
3 was executed this 10th day of July 2023, at Tustin, California.

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6 MAKENNA SNOW
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EXHIBIT “A”

[CLASS MEMBER NAME]

JOEY STEPHENS v. HALL AMBULANCE SERVICE, INC.

Superior Court of the State of California, County of Kern

Case No.: BCV-20-101643

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

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

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

- This lawsuit involves a Settlement Class defined as:

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

- You are receiving this Notice because the records reflect that you may be a member of the Settlement Class.
- Plaintiffs in this class action allege that Defendant 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 in unfair business practices, and is liable for penalties under California’s Private Attorneys General Act or “PAGA.” Hall Ambulance denies Plaintiffs’ claims and asserts that it has complied with all of its legal obligations to its employees.
- There has been a settlement that affects your rights. Although the Court has authorized the 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:

DO NOTHING	By doing nothing, you will receive a share of the settlement proceeds, and be bound by the terms of the settlement and you will 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.
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**Your options are explained in this notice.
To opt out or object, you must act by July 14, 2023.**

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 Defendant's records, the total number of workweeks 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 workweeks your estimated settlement amount is _____.

6. What if I disagree with the number of pay workweeks 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 Group, Inc.
P.O. Box 2031
Tustin, CA 92781

You must submit such information by July 14, 2023. 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 (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 July 14, 2023 (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 July 14, 2023.

Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

If your Request for Exclusion is postmarked after July 14, 2023, 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 July 14, 2023.

Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

To be effective, objections must (a) be mailed to the Settlement Administrator, postmarked before the Response Deadline of July 14, 2023 (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 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 August 1, 2023, at 8:30 a.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.

[NOMBRE DEL MIEMBRO DE LA COLECTIVA]

JOEY STEPHENS vs. HALL AMBULANCE SERVICE, INC.
Corte Superior del Estado de California, Condado de Kern
Numero de Caso: BCV-20-101643

Si usted es un empleado actual o anterior de HALL AMBULANCE SERVICE, INC. ("Hall Ambulance" o el "Demandado"), una demanda colectiva puede afectar sus derechos y podría tener derecho a beneficios bajo el asentamiento.

Usted no está siendo demandado. Una corte autorizó este aviso. Esto no es una solicitud de un abogado.

LEA ESTE AVISO CON ATENCIÓN. CONTIENE INFORMACIÓN IMPORTANTE SOBRE SUS DERECHOS.

- Esta demanda involucra una Colectiva del Asentamiento definida como:
Todos los empleados de campo no exentos (incluyendo Técnicos Médicos de Emergencia, Paramédicos y Despachadores) que están empleados o han estado empleados por HALL AMBULANCE SERVICE, INC., y sus entidades subsidiarias Hall Air Ambulance Service, Inc., Hall Critical Care Transport Service, Inc., Delano Ambulance Service, Inc. en el Estado de California durante el período del 21 de agosto de 2015 al 31 de julio de 2022.
- Usted está recibiendo este Aviso porque los registros reflejan que puede ser miembro de la Colectiva del Asentamiento.
- Los demandantes en esta demanda colectiva alegan que el Demandado no pagó todos los salarios y/o horas extraordinarias adeudadas, no proporcionó períodos de comida legales, no autorizó ni permitió períodos de descanso, no pagó el salario mínimo, no pagó salarios legales al momento de la terminación o renuncia, se involucró en prácticas comerciales injustas y es responsable de sanciones bajo la Ley de Abogados Privados de California o "PAGA". Hall Ambulance niega las reclamaciones de los demandantes y afirma que ha cumplido con todas sus obligaciones legales hacia sus empleados.
- Se ha llegado a un asentamiento que afecta sus derechos. Aunque la Corte ha autorizado a las Partes a proporcionar este aviso del asentamiento propuesto, la Corte no ha expresado ninguna opinión sobre los méritos de las reclamaciones de los Demandantes o las defensas de Hall Ambulance.
- Usted no será penalizado ni objeto de represalias por parte de Hall Ambulance por participar en este asentamiento de la demanda colectiva.
- Usted tiene varias opciones disponibles:

NO HACER NADA	Al no hacer nada, recibirá una parte de los fondos del asentamiento, y estará obligado por los términos del asentamiento, y renunciara cualquier derecho a demandar por reclamos presentados o que surjan de o estén razonablemente relacionados con las transacciones y eventos presentados en la Demanda, que son o podrían ser la base de reclamos de que los Demandados no pagaron todos los salarios y/o horas extraordinarias adeudadas, no proporcionaron períodos de comida legales, no autorizaron ni permitieron períodos de descanso, no pagaron el salario mínimo, no pagaron salarios legales al momento de la terminación o renuncia, se involucraron en prácticas comerciales injustas o están sujetos a sanciones PAGA durante el Período Cubierto.
PEDIR SER EXCLUIDO (OPTAR POR SALIR)	Exclúyase de esta demanda. Usted no estará sujeto al Asentamiento, excepto en lo que respecta a las Demandas PAGA Liberadas, y no será elegible para recibir un pago del Monto Neto del Asentamiento de la Colectiva.
OBJETAR	Objetar los términos de este Asentamiento.

Sus opciones se explican en esta notificación.

Para optar por excluirse u objetar, debe actuar antes del 14 de julio de 2023.

1. ¿Por qué recibí esta notificación?

Se ha llegado a un asentamiento propuesto en una demanda colectiva presentada en nombre de los empleados de Hall Ambulance. Usted ha recibido esta notificación porque los registros de Hall Ambulance indican que usted es miembro de esta Colectiva del Asentamiento. La Colectiva del Asentamiento incluye dos subgrupos: (1) "Miembro de la Subclase de Empleados Anteriores" significa cualquier Miembro de la Colectiva cuyo empleo con el Demandado terminó en algún momento durante el Período de la Colectiva y (2) "Grupo PAGA" significa todos los Miembros de la Colectiva del Asentamiento que realizaron trabajo para el Demandado durante el Período PAGA del 7 de agosto del 2019 al 31 de julio del 2022.

2. ¿De qué se trata esta demanda?

Esta demanda se presentó el 16 de julio del 2020 en nombre de todos los Miembros de la Colectiva del Asentamiento. La queja operativa alega acciones colectivas contra Hall Ambulance por falta de pago de salarios y/o horas extraordinarias de conformidad con los Códigos Laborales §§ 510, 1194 y 1199, falta de proporcionar periodos de comida de conformidad con §§ 226.7, 512, falta de autorizar y permitir periodos de descanso de conformidad con la Orden de Salarios IWC No. 9, § 12, Código Laboral § 226.7, falta de pago del salario mínimo de conformidad con los Códigos Laborales §§ 1194, 1194.2, 1197, Orden de Salarios IWC No. 9, § 4, penalizaciones por tiempo de espera de conformidad con el Código Laboral § 203, violaciones del Código de Negocios y Profesiones § 17200 y penalizaciones de conformidad con el Código Laboral § 2699, et seq.

3. ¿La Corte decidió quién tiene razón?

No. La Corte no ha tomado ninguna decisión con respecto a los méritos de las alegaciones de los Demandantes o las defensas del Demandado.

4. ¿Por qué se llegó a un asentamiento en este caso?

Las partes llegaron a un asentamiento para evitar el riesgo, la molestia y el gasto de un litigio adicional. Los Demandantes y sus abogados creen que el asentamiento propuesto es justo, adecuado y en el mejor interés de los miembros de la colectiva a quienes se aplica, dado el resultado de su investigación, el consumo de tiempo y recursos requeridos en conexión con un litigio adicional y la incertidumbre en la ley que rige algunas de las reclamaciones presentadas. El Demandado disputa las reclamaciones de los Demandantes y afirma que ha cumplido con todas sus obligaciones legales hacia sus empleados, pero también ha concluido que un litigio adicional sería prolongado, costoso y desviaría la gestión y el tiempo de los empleados.

5. ¿Cuáles son los términos del asentamiento y cuánto recibiré?

La Cantidad Máxima del Asentamiento es de \$1,900,000.00. Bajo el asentamiento propuesto, se deducirán los siguientes montos antes de realizar pagos a los empleados, sujeto a la aprobación final por parte de la Corte:

- Honorarios de abogados: \$633,333.33
- Costos de Litigio: \$30,000.00
- Costos de Administración de Reclamaciones: \$17,132.80
- Premios de Servicio a los Demandantes Nombrados: \$50,000 (*\$10,000 para cada Demandante Nombrado*)
- Multas a la Agencia de Desarrollo de la Fuerza Laboral y Laboral: \$50,000.00
- La parte del empleador de los impuestos sobre la nómina adeudados sobre cualquier parte salarial de los pagos del asentamiento hechos hacia los Miembros de la Colectiva

El Monto Neto del Asentamiento que resulta de tomar estas deducciones del Monto Máximo del Asentamiento estará disponible para el pago a los Miembros de la Colectiva del Asentamiento Participantes que reciban esta notificación. El 70% del Monto Neto del Asentamiento se distribuirá a todos los Miembros de la Colectiva del Asentamiento Participantes y a los Miembros del Grupo PAGA. Los Miembros de la Colectiva del Asentamiento Participantes que ya no estén empleados por el Demandado también son parte de una subclase de Ex Empleados Participantes; el reclamo por penalizaciones por tiempo de espera del Código Laboral § 203 al que se hace

referencia arriba es solo en nombre de esos ex empleados. El 30% del Monto Neto del Asentamiento se pagará como Pagos Suplementarios a la subclase de Ex Empleados Participantes. Se pagará \$12,500 del Nuevo Monto del Asentamiento a los Miembros del Grupo PAGA como su Parte en el Pago de PAGA.

El Pago Individual de cada Miembro de la Colectiva Participante y del Grupo PAGA se determinará sobre una base prorrateada en función del número de semanas de trabajo durante las cuales el empleado trabajó en proporción al número total de semanas de trabajo por todos los Miembros de la Colectiva del Asentamiento y los Miembros del Grupo PAGA. Los miembros de la subclase de Ex Empleados Participantes recibirán una parte igual del 30% del Monto Neto del Asentamiento reservado para reclamos de penalizaciones por tiempo de espera. Los Miembros de la Colectiva del Asentamiento que opten por no participar pero sean miembros del Grupo PAGA seguirán recibiendo su Parte en el Pago de PAGA y renunciarán a sus reclamos de PAGA. El monto de la Parte en el Asentamiento de cada Miembro de la Colectiva Participante, de la Subclase de Ex Empleados Participantes y del Miembro del Grupo PAGA se determinará por el Administrador del Asentamiento de la siguiente manera:

(i) Miembros de la Colectiva.

Las Semanas de Trabajo trabajadas durante el Período de la Colectiva por cada Miembro de la Colectiva Participante se dividirán por el total de Semanas de Trabajo trabajadas de todos los Miembros de la Colectiva Participantes durante el Período de la Colectiva, lo que resultará en una proporción de pago para cada Miembro de la Colectiva Participante. La proporción de pago de cada Miembro de la Colectiva Participante se multiplicará por la porción del Monto Neto del Asentamiento asignado a la Colectiva para determinar su Parte en el Pago Individual del Miembro de la Colectiva Participante.

(ii) Miembros de la Subclase de Ex Empleados Participantes.

Los Miembros de la Subclase de Ex Empleados Participantes recibirán cada uno una parte igual de la porción de \$ _____ reservada para ellos (el "Pago Suplementario del Miembro de la Subclase de Ex Empleados") en adición a su pago como Miembro de la Colectiva Participante.

(iii) Miembros del Grupo PAGA.

Los Períodos de Pago durante el Período PAGA por cada Miembro del Grupo PAGA se dividirán por el total de Períodos de Pago trabajados por todos los Miembros del Grupo PAGA durante el Período PAGA, lo que resultará en una proporción de pago para cada Miembro del Grupo PAGA. La proporción de pago de cada Miembro del Grupo PAGA se multiplicará por los \$12,500 asignados a los Miembros del Grupo PAGA para determinar su pago individual (la "Parte en el Pago de PAGA"). La Parte en el Pago de PAGA de cada Miembro del Grupo PAGA se pagará además de cualquier pago como Miembro de la Colectiva Participante y, si aplica, Pago Suplementario para los Miembros Subclase de Ex Empleados, al cual puede tener derecho el Miembro del Grupo PAGA.

Según los registros del Demandado, el número total de períodos de pago en los que usted trabajó como empleado *durante el periodo relevante* es _____. Si no está de acuerdo con esta información y desea que alguien investigue el asunto, siga el procedimiento a continuación. Basado en estos períodos de pago, su monto de asentamiento estimado es _____.

6. ¿Qué sucede si no estoy de acuerdo con el número de períodos de pago mostrados arriba?

Si cree que la información en la notificación es incorrecta con respecto al número de períodos de pago, deberá escribir una carta especificando el número de períodos de pago que cree que son correctos. Puede adjuntar cualquier documentación relevante en apoyo de su reclamo. Debe enviar su carta a:

Administrador del Asentamiento
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

Debe presentar esta información antes del 14 de julio de 2023. El Abogado de la Colectiva, el Abogado de la Defensa y el Administrador del Asentamiento trabajarán juntos de buena fe y harán todo lo posible para resolver

rápidamente la disputa basándose en registros disponibles. En caso de que no puedan resolver cualquier disputa bajo esta Sección, el Administrador del Asentamiento revisará toda la información, material y documentos y tomará una decisión final con respecto a la disputa.

7. ¿Qué tengo que hacer para recibir una parte del asentamiento?

Si desea recibir una recompensa bajo los términos de este asentamiento, no tiene que hacer nada. Sin embargo, es recomendable confirmar su domicilio postal actual con el Administrador del Asentamiento para asegurarse de recibir su parte del asentamiento. Usted estará cubierto por la liberación resumida en la Sección 8 a continuación.

8. ¿Qué derechos estoy renunciando?

Los Miembros de la Colectiva del Asentamiento Participantes liberarán y eximirán al Demandado, y a cualquier padre, subsidiarios y afiliados anterior y presente del Demandado, así como a sus funcionarios, directores, empleados, socios, accionistas, abogados y agentes, y a cualquier otros sucesores, cesionarios o representantes legales, de todas las causas de acción y reclamaciones que se alegaron en la Demanda Colectiva o que razonablemente podrían haberse alegado en base a los hechos y teorías legales contenidos en la demanda operativa (Segunda Demanda Enmendada), incluyendo, pero no limitado a: Falta de Pago de Salarios y/o Tiempo Extraordinario (Código Laboral §§ 510, 1194, 1199), Falta de Proporcionar Períodos de Comida (Código Laboral §§ 226.7, 512), Falta de Autorizar y Permitir Períodos de Descanso (Orden de Salario IWC No. 9, § 12, Código Laboral § 226.7), Falta de Pago de Salario Mínimo (Código Laboral §§ 1194, 1194.2, 1197, Orden de Salario IWC No. 9, § 4), Penalizaciones de Tiempo de Espera (Código Laboral § 203), Violaciones del Código de Negocios y Profesiones § 17200), Penalizaciones al Código Laboral § 2699 et seq.), reclamos por restitución y otros remedios equitativos, daños liquidados, penalizaciones civiles, penalizaciones estatutarias, daños punitivos, penalizaciones por tiempo de espera, intereses, así como todas las disposiciones similares bajo la Ley Federal de Normas Justas de Trabajo, incluyendo las secciones 29 U.S.C. 206, 207 y 216, y la Ley Nacional de Relaciones Laborales. Los Miembros de la Colectiva del Asentamiento Participantes quienes son empleados por el Demandado, y que participan en el Asentamiento y reciben un pago bajo este, liberarán, en virtud del mismo, cualquier reclamo de la sección 203 del Código Laboral por falta de pago de salarios adeudados al final del empleo basado en los reclamos establecidos anteriormente en el Párrafo 72(i).

Cada Miembro del Grupo PAGA, sin necesidad de firmar manualmente un documento de liberación, a cambio de la consideración recitada en este Acuerdo del Asentamiento, en su nombre y en nombre de sus herederos actuales, anteriores y futuros, ejecutores, administradores, abogados, agentes y asignados, por la presente, libera completamente y finalmente a las Partes Liberadas de cualquier reclamo, demanda, derecho, responsabilidad y causa de acción que hayan sido o puedan haber sido presentados contra las Partes Liberadas en la Demanda Colectiva por penalizaciones civiles de conformidad con la PAGA que fueron alegadas o podrían haber sido alegadas bajo el Código Laboral, leyes salariales y de horas estatales o locales y Órdenes Salariales, ya sea conocidas o desconocidas, basadas en los hechos y teorías legales contenidas en la Demanda Colectiva, incluyendo, pero no limitado a: (a) la falta de cálculo y pago adecuado de todos los salarios mínimos y/o salarios por horas extraordinarias; (b) la falta de proporcionar períodos de comida o compensación en su lugar; (c) la falta de proporcionar períodos de descanso o compensación en su lugar; (d) la falta de pago oportuno de salarios al momento de la terminación o renuncia; (e) la falta de pago oportuno de todos los salarios que podrían haberse basado en las reclamaciones, causas de acción o teorías legales de alivio descritas anteriormente o cualquiera de las reclamaciones, causas de acción o teorías legales de alivio presentadas en la demanda operativa (las "Reclamaciones Liberadas de la PAGA"). Después de la Fecha Efectiva y de que el Demandado financie el asentamiento, todos los miembros del Grupo PAGA liberarán a las Partes Liberadas de las Reclamaciones Liberadas de la PAGA que se acumularon durante el Período de la PAGA. Los Miembros del Grupo PAGA no pueden optar por no participar u objetar la Liberación de la PAGA anterior.

9. ¿Qué sucede si no quiero participar?

Cualquier persona que no desee participar en el asentamiento puede excluirse ("optar por no participar") completando, firmando y enviando una carta que indique que no desean participar en el asentamiento. Para que sea efectiva, la solicitud de exclusión debe (a) presentarse por escrito al Administrador del Asentamiento, con

matasellos antes de la Fecha Límite de Respuesta del 14 de julio de 2023 (es decir, no más de 45 días de calendario a partir de la fecha de envío del Aviso de la Colectiva), (b) contener el nombre y apellido del individuo, su dirección actual (o postal) y los últimos cuatro dígitos de su número de seguro social, y (c) incluir una afirmación escrita de su deseo de excluirse que contenga el siguiente lenguaje o similarmente sustancial: (por ejemplo, "Elijo excluirme del asentamiento de la demanda colectiva de Joey Stephens et al. vs. Hall Ambulance Service, Inc. Entiendo que al hacerlo, no podré participar en el asentamiento, y no recibiré una parte del asentamiento.") al Administrador del Asentamiento, ILYM, para el 14 de julio de 2023.

Administrador del Asentamiento
c/o ILYM Group, Inc.
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Si su Solicitud de Exclusión se envía por correo después del 14 de julio de 2023, será rechazada, y usted será un Miembro de la Colectiva Participante y estará sujeto a los términos del asentamiento y la liberación. Cualquier persona que presente una Solicitud de Exclusión oportuna y válida no será considerada un Miembro de la Colectiva Participante y no recibirá ningún pago como parte de este asentamiento. Tales personas conservarán cualquier derecho a demandar a Hall Ambulance por separado sobre las reclamaciones presentadas en esta demanda, con la excepción de las reclamaciones Liberadas por PAGA.

10.¿Qué pasa si tengo una objeción?

Un miembro de la colectiva puede objetar el asentamiento por escrito. Las objeciones escritas y todos los argumentos u otros materiales de respaldo deben ser presentados al Administrador del Asentamiento a más tardar el 14 de julio de 2023.

Administrador del Asentamiento
c/o ILYM Group, Inc.
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Tustin, CA 92781

Para ser efectivas, las objeciones deben (a) ser enviadas por correo al Administrador del Asentamiento, con matasellos antes de la Fecha Límite de Respuesta del 14 de julio de 2023 (es decir, no más de 45 días de calendario después de la fecha de envío del Aviso de la Colectiva), (b) identificar claramente el nombre y número del caso, (c) contener el nombre completo, la dirección actual (o de envío) y los últimos cuatro dígitos del número de seguridad social del objetor, (d) indicar de manera clara y concisa todas las bases de la objeción, (e) indicar si el objetor está representado por un abogado y, de ser así, identificar dicho abogado, (f) indicar si el objetor y/o su abogado tienen la intención de asistir a la Audiencia de Aprobación Final, y (g) estar firmado por el objetor o su abogado.

Cualquier Miembro de la Colectiva que solicite la exclusión de este Asentamiento no tendrá derecho a presentar una objeción al Asentamiento y cualquier objeción de un Miembro de la Colectiva que solicite la exclusión de manera oportuna se considerará nula.

Si se desestima finalmente cualquier objeción por parte de la Corte, el Miembro de la Colectiva del Asentamiento estará sujeto a la Liberación.

Cualquier Miembro de la Colectiva que no presente una objeción escrita a tiempo o no presente una objeción en persona en la Audiencia de Aprobación Final se considerará que ha renunciado a cualquier objeción y no podrá presentar ninguna objeción al Asentamiento, ya sea en una apelación u otra instancia.

Abogados de la Colectiva:	Abogados para Hall Ambulance:
Kingsley & Kingsley, APC Eric B. Kingsley, Esq. Kelsey M. Szamet, Esq. 16133 Ventura Blvd., Suite 1200 Encino, CA 91436	Jeffer Mangels Butler & Mitchell LLP R. Scott Brink, Esq. Patricia DeSantis Belton, Esq. 1900 Avenue of the Stars, 7º Piso Los Angeles, California 90067-4308

Teléfono: (818) 990-8300 Leonard Carder, LLP Aaron Kaufmann, Esq. David Pogrel, Esq. 1999 Harrison Street, Suite 2700 Oakland, CA 94612 Teléfono: (510) 272-0169	Teléfono: (310) 203-8080
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11.¿Necesito un abogado?

No necesita contratar su propio abogado porque el Abogado de la Colectiva está trabajando en su nombre. Sin embargo, si usted desea tener su propio abogado, es libre de contratar uno por su cuenta.

12.¿Qué sucede después en el caso?

El Asentamiento solo ha sido aprobado preliminarmente. La Corte llevará a cabo una audiencia en el Departamento 17 de la Corte Superior del Condado de Kern, División Metropolitana, ubicada en 1415 Truxtun Avenue, Bakersfield, CA, 93301 el 1 de agosto de 2023, a las 8:30 a.m. (Hora del Pacífico), para considerar cualquier objeción y determinar si el asentamiento debe ser aprobado definitivamente como justo, razonable y adecuado. También se le pedirá a la Corte que apruebe la solicitud de honorarios y costos de los abogados de la Colectiva, los Premios de Servicio de los Demandantes y los costos de administración de reclamos. La audiencia puede ser pospuesta sin previo aviso hacia usted. No es necesario que usted asista a esta audiencia.

13.¿Cómo puedo obtener más información?

Este aviso es un resumen de los términos básicos del asentamiento. Para obtener más información, también puede llamar al Administrador del Asentamiento, ILYM (indicado arriba), o al Abogado de la Colectiva (indicado arriba).

Por favor, no llame a la Corte, a la Oficina del Secretario o al abogado de Hall Ambulance para obtener información sobre este asentamiento.

(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 July 10, 2023, I served all interested parties in this action the following documents described as: **DECLARATION OF MAKENNA SNOW OF ILYM GROUP, INC. REGARDING NOTICE AND SETTLEMENT ADMINISTRATION** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

JEFFER MANGELS BUTLER & MITCHELL LLP
R.SCOTT BRINK
rsb@jmbm.com
PATRICIA DESANTIS BELTON
pbelton@jmbm.com
1900 Avenue of the Stars, 7th Floor
Los Angeles, California 90067-4308

LEONARD CARDER, LLP
AARON KAUFMANN
akaufmann@leonardcarder.com
DAVID POGREL
dpogrel@leonardcarder.com
1999 Harrison Street, Suite 2700
Oakland, CA 94612

☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **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.

☒ **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).

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

Executed on July 10, 2023, at Sherman Oaks, California.



Leslie Sanchez