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**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]

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

*[Filed concurrently with Motion for
Preliminary Approval of Settlement and
[Proposed] Order Thereon]*

Date: January 26, 2023

Time: 8:30a.m.

Dept.: 17

Complaint Filed: July 16, 2020

FAC Filed: August 7, 2020

Trial Date: October 29, 2020

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

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

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

3. I make this Declaration in support of Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement in the above-captioned case.

RELEVANT PROCEDURAL HISTORY

4. On July 16, 2020, the law firm of Kingsley and Kingsley filed the *Stephens v. Hall Ambulance* complaint in Kern County Superior Court, alleging class wide wage and hour violations against Hall Ambulance on behalf of Plaintiff Joey Stephens.

5. Thereafter, Leonard Carder and my firm (the Kingsley firm) began to work together as counsel to represent the EMTs and Paramedics.

6. The First Amended Class Action Complaint was filed on August 7, 2020, and Daniel Martinez, Eric McIntyre, Jeremy Capps, and Tyler Irish, were added as Plaintiffs to the *Stephens* litigation.

7. On August 7, 2020, the Plaintiffs also notified the Labor and Workforce Development Agency of the *Stephens* litigation, and their intent to seek PAGA penalties pursuant to California Labor Code § 2699.

8. On October 7, 2020, Hall Ambulance filed a Motion to Compel Arbitration and

ction.

1 9. In its brief, Hall Ambulance argued that the claims asserted in the First Amended
2 Complaint are covered by arbitration agreements signed by the Plaintiffs, which contain mandatory
3 arbitration provisions.

4 10. Thereafter, the Court on the Parties' stipulation continued the hearing date on the
5 Motion to Compel Arbitration and stayed the action to May 14, 2021.¹

6 11. In the stipulation, the Parties also agreed that Plaintiffs would file a Second
7 Amended Complaint adding a PAGA claim.

8 12. On October 29, 2020, Plaintiffs filed their Second Amended Class and
9 Representative Action Complaint on October 29, 2020 ("SAC").

10 13. The SAC alleges the following causes of action: (1) failure to pay wages and/or
11 overtime pursuant to Labor Code §§ 510, 1194, and 1199; (2) failure to provide meal periods
12 pursuant to §§ 226.7, 512; (3) failure to authorize and permit rest periods pursuant to IWC Wage
13 Order No. 9, § 12, Labor Code § 226.7; (4) failure to pay minimum wage under labor code §§
14 1194, 1194.2, 1197, IWC Wage Order No. 9, § 4; (5) waiting time penalties pursuant to Labor
15 Code § 203; (6) violations of the Business and Professions Code § 17200; and (7) penalties
16 pursuant to Labor Code § 2699, et seq.

17 **THE DISCOVERY PROCESS AND MEDIATION**

18 14. After the SAC was filed, the Parties renewed their discussions about mediation.

19 15. The Parties attended mediation with well-regarded wage and hour mediator Frances
20 "Tripper" Ortman, III Esq.

21 16. The parties did not resolve the case at mediation, but continued to negotiate.

22 17. They agreed on basic terms in December 2021 as memorialized in a memorandum
23 of understanding.

24 18. The parties then spent the next several months drafting and negotiating the terms
25 of the full Settlement Agreement.

26 19. That Settlement Agreement, presented here, was finalized and executed in

27 _____
28 ¹ The stay has since been continued several times by way of stipulation and Court order
thereon.

1 November 2022.

2 20. Defendant denies any liability or wrongdoing of any kind associated with the claims
3 alleged in the action, disputes the damages and penalties claimed by Plaintiffs, and further
4 contends that, for any purpose other than settlement, Plaintiffs' claims are not appropriate for class
5 or representative action treatment. Defendant contends, among other things, that, at all times, it
6 has complied with the California Labor Code, and the Industrial Wage Commission Orders.

7 21. Based on their own independent investigation and evaluation, Class Counsel are of
8 the opinion that the Settlement Agreement with Defendant is fair, reasonable and adequate, and in
9 the best interest of the settlement classes in light of all known facts and circumstances, including
10 the risk of significant delay, defenses asserted by Defendant, uncertainties regarding a class and
11 representative action trial on the merits, and numerous potential appellate issues. Although
12 Defendant denies any liability, Defendant is agreeing to this Settlement Agreement solely to avoid
13 the cost of litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever
14 settle, compromise and discharge all disputes and claims arising from or relating to the Action on
15 the terms set forth here.

16 **CERTIFICATION FOR SETTLEMENT PURPOSES**

17 22. Plaintiffs maintain that the proposed Settlement Class is ascertainable for several
18 reasons: First, Defendant has agreed in the Settlement Agreement to provide a class list to the
19 Settlement Administrator containing the first and last name, last known mailing address, Social
20 Security number or Tax ID, employee identification number, if applicable, based on Defendant's
21 payroll records, the Class Member's total number of Individual Workweeks, and PAGA Group
22 Members' total number of Individual Pay Period after issuance of the preliminary approval order.

23 23. Class Members consist of Defendant's hourly employees, and Defendant is
24 required to keep records of its hourly employees' names, home addresses, and social security
25 numbers.

26 24. Defendant informally produced records including Plaintiffs' personnel files and
27 pay statements, and a sampling of shift data, pay data, and wage statements for Class Members
28 containing class member contact information, which confirms that all Class Members may be

1 readily identified based on Defendant's records.

2 25. Plaintiffs are confident he will be able to establish that the proposed settlement class
3 is ascertainable and sufficiently numerous.

4 26. Plaintiffs argue that there are questions of law and fact common to the proposed
5 Settlement Class that predominate over any questions affecting only individual Class Members.

6 27. These common questions include:

- 7 1) Whether Defendant failed to pay all wages and/or overtime compensation due,
8 including minimum wages;
- 9 2) Whether Defendant failed to provide lawfully required meal periods and/or failed
10 to compensate employees one (1) hour's wages in lieu thereof;
- 11 3) Whether Defendant failed to provide lawfully required rest periods and/or failed to
12 compensate employees one (1) hour's wages in lieu thereof;
- 13 4) Whether Defendant failed to pay compensation due and owing upon termination
14 of employment;
- 15 5) Whether Defendant engaged in unfair competition; and,
- 16 6) Whether Defendant violated § 2699, et seq. of the Labor Code by engaging in the
17 acts previously alleged.

18 28. Plaintiffs' challenge to Defendant's uniform policies and practices involves
19 common factual and legal issues that are amenable to class treatment.

20 29. Plaintiffs allege that the proposed Settlement Class suffered the same injuries, in
21 the same manner: (1) Class Members were not properly paid all wages/overtime, including
22 overtime and minimum wages; (2) Class Members did not receive their meal and rest periods as
23 required or premium pay in lieu thereof; (3) Class Members were not paid all wages owed upon
24 termination/resignation.

25 30. For purposes of settlement, the evidence reviewed by Class Counsel demonstrates
26 that common wage payment policies and meal and rest policies applied to the proposed Class
27 Members and certification for settlement purposes is appropriate.

28 31. Plaintiffs worked as "hourly employees" for Defendant as Emergency Medical
Technicians (EMTs) in Kern County during the Class Period.

32. Plaintiffs allege that they: (1) worked without being paid all wages and/or overtime, including minimum wage; (3) worked without being provided meal/rest periods as required by law; and (3) two of the Plaintiffs² worked without being paid all wages due upon separation. They also allege that he experienced derivative claims for unfair business competition (B&P Code §17200) and Labor Code §2699, et seq.

33. Plaintiffs contend they are similarly situated to the members of the Settlement Class they represent and contend that their claims are typical of those of the Settlement Class.

34. Plaintiffs believe that they are capable of fairly representing and adequately protecting the interests of the proposed Class Members.

35. The members of the Proposed Settlement Class all worked for Defendant during the relevant time period and incurred the same type of alleged damages with regard to Defendant's alleged violations of the law.

36. Plaintiffs have agreed to serve as Class Representatives and have retained qualified Counsel who is experienced in prosecuting wage and hour class actions.

37. This demonstrates their commitment to bringing about the best possible results for the benefit of the proposed settlement class.

38. Plaintiffs have provided their Counsel with all necessary and pertinent information.

39. They have been very active participants in the litigation including having frequent contact with Class Members, working closely with Class Counsel to develop the theories of liability.

40. They also made themselves available during the full-day mediation in this matter and were informed of and involved in all of the settlement negotiations.

41. Plaintiffs believe that they have and will continue to adequately represent the proposed Class Members.

42. The superiority of class treatment is evident here because individual pursuit of class members' claims may not be economically viable.

² Since the filing of the SAC, a third Plaintiff has also left Defendant's employ and would assert a claim under Labor Code section 203 should the case proceed further.

43. The only alternative to certification would be to force over 1,203 employees to join this action, file individual, uniform actions, or abandon their legal rights altogether.

44. Plaintiffs maintain that this economic reality would result in a windfall for Defendant if this case were not certified.

THE PROPOSED SETTLEMENT

45. In the Settlement Agreement, the Settlement Class is 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 any of its subsidiary entities, including without limitation, Hall Air Ambulance Service, Inc., Hall Critical Care Transport Service, Inc., Delano Ambulance Service, Inc., in the State of California during the Class Period.” (“Class”, “Class Members” or “Settlement Class Members”) The term “Class Members” shall not include any person who submits a timely and valid request for exclusion.

46. The Class Period is August 21, 2015 through July 31, 2022.

47. Based on documents and other information produced by Defendant, there are approximately 1,203 Class Members.

48. In the Settlement Agreement, the PAGA Group is defined as: “all Class Members who performed work for Defendant during the PAGA Period.” The “PAGA Group Member” shall mean an individual who is a member of the PAGA Group.

49. The PAGA Period is December 8, 2020 through July 31, 2022.

50. As detailed fully in the Settlement Agreement, the Settlement provides for Defendant to pay a Maximum Settlement Amount of \$1,900,000.00, which includes the sum of the Settlement Shares, the Class Representatives service award, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs.

51. The Net Class Settlement Amount is the Maximum Settlement Amount, less Class Counsel Award, Class Representatives Enhancement, PAGA Payment, and Settlement Administration Costs.

52. The anticipated average payment to a Settlement Class Member will be approximately \$930 ($\$1,119,533.87 / 1,203 = \930.61).

KULLAR ANALYSIS

53. This discovery permitted Class Counsel to fairly evaluate the strength of the case and the risks associated with ongoing litigation.

54. Class Counsel is very experienced in handling wage and hour class actions and, after weighing all of the following factors, supports this Settlement Agreement.

55. Plaintiffs alleged that they and the Settlement Class Members have been required to work on a regular and consistent basis without receiving compensation for all hours worked at the proper rate.

56. Plaintiffs alleged that they and the Settlement Class have not been properly compensated for overtime at the appropriate hourly rate of pay because Defendant paid them at different rates of overtime pay depending on the length of their scheduled shift, with the hourly rate decreasing as the length of the scheduled shift increased.

57. Plaintiffs contend that overtime worked on every single shift should be paid at 1.5 times the appropriate 8-hour shift rate, and it was not.

58. Defendant vehemently denied this claim.

59. Defendant argued that it did not violate California overtime laws because Industrial Welfare Commission Wage Order No. 9 regulating the Transportation Industry states that daily overtime provisions shall not apply to ambulance drivers and attendants scheduled for 24-hour shifts. See Cal. Code Regs. tit. 8, § 11090 at 3(k).

60. Plaintiffs contend that because this provision only applies to daily overtime pay for 24-hour shifts, Plaintiffs were still paid overtime at the incorrect rate for all 12-hour shifts.

61. Plaintiffs also maintained that Defendant violated California's overtime requirements for each week in which an employee worked over 40 hours on 24-hour shifts (i.e. two 24-hour shifts in the same week).

62. Plaintiffs contend that they and the other EMTs and paramedics are entitled to overtime pay at the 8-hour overtime rate for all hours worked in excess of 40 per week.

63. As part of preparing for and participating in mediation and subsequent negotiations, Class Counsel have now fully investigated the historical pay practices of Defendant and reached

1 the conclusion that Defendant's overtime pay schedule is not and was not a subterfuge to avoid
2 the payment of overtime. Plaintiffs and their counsel agree that the regressive pay scale used by
3 Defendant (i.e., a lower hourly rate for longer shifts) is not unlawful.

4 64. Based on this conclusion, Plaintiffs believe it was appropriate to dramatically
5 discount this claim for settlement purposes.

6 65. Plaintiffs also alleged that, on a regular and consistent basis, Defendant has had a
7 policy and practice of requiring members of the Settlement Class to attend continuing education
8 courses put on by Defendant but were not paid for their time spent in such coursework.

9 66. While the coursework is necessary for licensing and ordinarily would not be
10 compensable, Plaintiffs contend that the fact that they had to complete the coursework through
11 Defendant did render such time compensable.

12 67. Plaintiffs felt confident about prevailing on this claim, but have to acknowledge
13 that the time spent on training was generally a matter of approximately 5-6 hours per Class Member
14 per year.

15 68. Plaintiffs allege that they were required to work off the clock before shifts to
16 prepare their emergency vehicles.

17 69. Plaintiffs acknowledge that this can be a highly difficult type of claim to prove
18 because there are no time records to substantiate or evaluate the claim.

19 70. Plaintiffs believe that Defendant would argue that if there was any such issue of
20 pre-shift work, it would necessitate speaking to each and every Settlement Class Member about
21 their experiences day to day and whether any off the clock time was ever worked.

22 71. This type of inquiry, Defendant would argue, make its very difficult to establish
23 liability based on common proof.

24 72. Based on this acute risk, Plaintiffs believe it was appropriate to dramatically
25 discount this claim for settlement purposes.

26 73. Based on this analysis, Plaintiffs believe that taking a significant reduction on the
27 wages/overtime claim for settlement purposes is fair and reasonable.

28 74. Plaintiffs believe it is fair and reasonable to discount this claim for settlement

1 purposes because there is certainly risk associated with recovery.

2 75. In order to be compliant, all Defendant has to do is provide meal period records that
3 show that on-duty meal periods of at least 30 minutes were provided.

4 76. As the time records produced by Defendant did show such meal periods, Plaintiffs
5 had concerns as to their ability to prove meal period violations on a classwide basis.

6 77. It is now clear that it does, *see Calleros v. Rural Metro of San Diego, Inc.*, 58 Cal.
7 App.5th 660 (2020), making it difficult if not impossible for Plaintiffs to prevail on this claim.

8 78. Plaintiffs contend that is appropriate to dramatically discount this claim for
9 settlement purposes.

10 79. Numerous members of the proposed Class including Plaintiffs Joey Stephens,
11 Manuel Martinez, and Tyler Irish are no longer employed by Defendant.

12 80. They were either fired or quit Defendant's employ.

13 81. Plaintiffs contend that Defendant's failure to pay wages and compensation, as
14 alleged above was willful in that Defendant knew wages and compensation to be due but failed to
15 pay them, thus entitling Plaintiffs and the proposed Class Members to penalties under Labor Code
16 § 203, which provides that an employee's wages shall continue as a penalty until paid for a period
17 of up to thirty (30) days from the time they were due.

18 82. Plaintiffs risk analysis flows from the wage and meal/rest analysis discussed above.

19 83. If Plaintiffs were not able to prevail on those allegations, they would not be able to
20 prove that waiting time penalties were owed on a classwide basis.

21 84. Plaintiffs believe that taking a discount on this claim because of the risks associated
22 with the merits is fair and reasonable.

23 85. Plaintiffs discounted the PAGA claim for settlement purposes for multiple reasons.

24 86. The aggrieved employees' PAGA claims are derivative of all the foregoing class
25 claims.

26 87. Any risk associated with prevailing on the underlying Labor Code claims must also
27 be considered when analyzing the civil penalties tied to those claims.

28 88. A court has discretion to award less than the maximum penalty.

1 89. The Settlement Class is arguably compensated for these violations in the proposed
2 Settlement Agreement, and thus any PAGA recovery for these same violations would be
3 duplicative.

4 90. Plaintiffs contend that the Settlement Agreement's contemplated PAGA payment
5 of \$50,000.00 is appropriate.

6 91. There is significant expense associated with the class certification process, which
7 the Parties can avoid by entering into the contemplated Settlement Agreement now.

8 92. If the Court did eventually certify an unpaid wages or meal claim on a classwide
9 basis, trial of a case involving approximately 1,203 Class Members would require the retention of
10 expensive expert witnesses, the accrual of extensive litigation costs, and a significant time overlay
11 by the parties.

12 93. Given the complexity and unsettled nature of the issues in this case it is likely that
13 any outcome at trial would have resulted in a lengthy and costly appeal. An appeal would result in
14 further delay for the Class Members who are waiting for a resolution in this matter.

15 94. This case has not been certified to be tried as a class action.

16 95. Winning certification may be significantly difficult, as Defendant required
17 Plaintiffs and other Class Members to enter into arbitration provisions that included class action
18 waivers; as noted above, Defendant's Motion to Compel Arbitration has been pending while
19 settlement negotiations were ongoing. Moreover, in class actions, decertification is always a
20 possibility. In attempting to certify a class, the parties would need to conduct multiple depositions,
21 including of the Class Representatives and of several person(s) most knowledgeable regarding
22 Defendant's wage/overtime and meal/rest policies. There is a risk for both sides as to what these
23 depositions will reveal and whether they will support class certification to the extent expected.

24 96. It was very difficult for the Parties to reach this Settlement of \$1,900,000.00.

25 97. This Settlement is the result of adversarial, non-collusive, and arms-length
26 negotiations.

27 98. The Parties arrived at it after extensive investigation and discovery; careful
28 evaluation of the law, risks, and all information substantiating the amount of damages and penalties

1 reasonably likely to be awarded to the class were the trier of fact to find Defendant liable; and the
2 assistance of a very experienced class action mediator, Tripper Ortman.

3 99. Based on the data provided for settlement purposes, Plaintiffs assessed the full
4 value of the Minimum Wage/Overtime claim, without any discount, at approximately
5 \$260,955.93.

6 100. Plaintiff worked with an expert to organize and analyze the time and pay records
7 provided by Defendant.

8 101. This calculation is based on 5.5 unpaid training hours per year per Settlement Class
9 Member (training includes: 2 hours for CPR, 1 hour for TB, 1 hour for Blood Borne illness, 1 for
10 foggy weather driving, and .5 for annual medical exam).

11 102. Plaintiffs used an hourly average rate of \$15.07 for their analysis.

12 103. Plaintiffs assessed the full value of the meal period claim, without any discount, at
13 approximately \$4,278,086.67.

14 104. This amount is based upon 283,881 allegedly non-compliant shifts from the data.

15 105. For the reasons above and the risks associated with this claim, Plaintiffs determined
16 that accepting a discount of 75% of the full amount was appropriate for settlement purposes.

17 106. That amount, reduced for risk, is \$1,069,521.50.

18 107. The full value of the rest period claim, without any discount, was also
19 approximately \$4,278,086.67 (283,881 shifts x \$15.07 average hourly rate = \$4,278,086.67.

20 108. Because Plaintiffs were acutely concerned about the risks associated with being
21 able to prevail on this claim as discussed above, Plaintiffs determined that accepting a discount of
22 90% of the full amount was appropriate.

23 109. That amount, reduced for risk, is \$427,808.67.

24 110. For purposes of settlement, Plaintiffs valued the waiting time penalties claim
25 (Labor Code Section 203), tied to the wage/overtime claim, at \$3,310,276.20.

26 111. This analysis is based upon 30 days of wages for the number of former employees.

27 112. Considering the derivative nature of Labor Code §203 and the dispute over whether
28 class members were owed any wages, Plaintiffs determined that accepting a discount on this claim

1 was appropriate.

2 113. Based on the risks articulated above associated with each claim, Plaintiffs
3 discounted this claim for settlement purposes by 50% to \$1,655,138.1.

4 114. Taken together, using the exposure numbers discounted for risk, Plaintiffs assessed
5 Defendant's exposure on the Labor Code violations alleged at approximately \$3,413,424.19.

6 115. Based on this analysis, Plaintiffs contend that the proposed Settlement is fair and
7 reasonable and should be approved by the Court.

8 116. Plaintiffs calculated the value of the PAGA claim at \$2,060,587.5 for aggrieved
9 employees.

10 117. This based upon approximately 20,605 pay periods during the PAGA liability
11 period x \$100 per pay period.

12 118. The main risk taken into account with the PAGA penalty analysis is the derivative
13 nature of the claim and that in order to recover civil penalties, Plaintiffs first have to prevail on the
14 underlying claim.

15 119. Plaintiffs believe there is risk associate with each claim and had to also consider
16 that risk when analyzing the civil penalties.

17 120. Plaintiffs had to consider the discretionary nature of the penalty award.

18 121. A judge can award the statutory maximum of \$100 for the initial violation and \$200
19 thereafter or – in theory – one cent per wage statement.

20 122. In Plaintiffs' views, were they to succeed on any of the underlying Labor Code
21 violations, it is not likely that a Judge would also award a large amount of penalties of top of any
22 damages recovered.

23 123. Plaintiffs reduced this number by 50% for settlement purposes to \$1,030,293.75.

24 124. Per Plaintiffs' assessment, the realistic potential value of all of Plaintiffs' and the
25 Settlement Class Members' claims at trial was approximately \$4,443,717.94 (\$3,413,424.19 +
26 \$1,030,293.75 = \$4,443,717.94.

27 125. When analyzing this number coupled with the risks associated with recovery as to
28 each claim at trial, Class Counsel believes the Maximum Settlement Amount of \$1,900,000.00 is

1 fair and reasonable.

2 **ATTORNEY COMPETENCE**

3 126. Kingsley & Kingsley is experienced in prosecuting employment litigation, and
4 since 2000 we have focused our practice on wage, hour, and working condition violations. My
5 firm is well versed in class action litigation and has diligently and aggressively pursued this action.
6 Kingsley & Kingsley currently serves as class counsel for several dozens of pending class action
7 lawsuits in Northern, Central, Eastern, and Southern California in both State and Federal Court.
8 Below is a small, but representative sampling of wage and hour cases handled by my firm:

- 9 a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January
10 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount
11 of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.
- 12 b. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In
13 December 2005, Honorable Rita Miller granted final approval of Settlement in the
14 gross amount of \$4,000,000 and the court granted attorneys' fees request of 30%.
- 15 c. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the
16 Honorable Conrad R. Aragon granted final approval of Settlement in the gross
17 amount of \$1,000,000 and the court granted attorneys' fees request of 30%.
- 18 d. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March
19 2008, the Honorable Mary Thornton House granted final approval of Settlement in
20 the gross amount of \$1,675,000.00 and the court granted attorneys' fees request of
21 33 1/3%.
- 22 e. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September
23 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the
24 gross amount of \$2,000,000.00, and the court granted attorneys' fees request of
25 33.3%.
- 26 f. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In
27 March 2012, the Honorable James P. Kleinberg granted final approval of
28 Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys'

fees request of 33.3%.

- g. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (No. BC402739, L.A. Super. Ct.) In June 2013, the Honorable Lee Smally Edmund granted final approval of Settlement in the gross amount of \$4,700,000.00, and the court granted attorneys' fees request of 38%.
- h. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January 2014, the Honorable William F. Highberger granted final approval of Settlement in the gross amount of \$1,500,000.00 and the court granted attorneys' fees request of 33.33%.
- i. *Rojas, et al. v. Sunview Vineyards of California, Inc.*, Eastern District (1:09-cv-00705 AWIJLT). This certified class action was approved for final settlement by the Honorable Anthony W. Ishii in October 2015, in the gross amount of \$4,550,000.00, with attorneys' fees approved in the amount of \$1,137,500.00.
- j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda Super. Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of Settlement in the gross amount of \$995,000.00, and the court granted attorney's fees request of 33.33%.
- k. *Kane et al. v. Valley Slurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March 2016 after a class trial with a verdict in the class's favor, the Honorable Daniel P. Maguire, awarded Kingsley & Kingsley and co-counsel \$996,232.72 in attorney's fees.
- l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorney's fees request of 33.33%.
- m. *Isaguirre v. Guess?, Inc.*, *Los Angeles Superior Court (BC357631)*. The matter was proposed for final settlement by the Honorable Richard L. Fruin on February 19, 2016, in the gross amount of \$5,250,000.

1 n. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (BC402739).

2 The matter was approved for final settlement by the Honorable Lee Smally Edmund
3 in June 2013, in the gross amount of \$4,700,000.00, with attorney's fees request of
4 38%.

5 o. *Munoz, et al. v. Giumarra Vineyards Corporation*, United States District Court for
6 the Eastern District of California (Case No.: 1:09-cv-00703 - AWI – JLT). The
7 matter was approved for final settlement by the Honorable Anthony W. Ishii in
8 November 2017, in the gross amount of \$6,100,000.00, plus interest, with
9 attorney's fees benchmark award of \$1,525,000.

10 p. *Pineda, et al. v. Grimmway Enterprises, Inc.*, Kern County Superior Court (BCV-
11 15-101333). The matter was approved for final settlement before the Hon. Stephen
12 D. Schuett, Dept. 10, in January 2018, in the gross amount of \$9,000,000 with
13 attorneys' fees request of 33.33%.

14 127. Kingsley & Kingsley, APC filed its first class certification motion in the year 2000
15 and since that time has been appointed class counsel on dozens of wage and hour class actions that
16 have been approved for class certification. Since 2012, Kingsley & Kingsley, APC has moved for
17 class certification in 15 matters and has successfully obtained class certification in 15 of those
18 cases. A brief sampling of which includes:

19 a. *Lewis v. Collabrus, Inc.*, Santa Clara County Superior Court (109CV-142927),
20 approved for Class Certification in 2011.

21 b. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed
22 December 19, 2012) (court granted contested class certification and appointed
23 Kingsley & Kingsley as class counsel).

24 c. *Amaro, et al v. Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal.,
25 filed February 3, 2014) (court granted contested class certification and appointed
26 Kingsley & Kingsley as class counsel).

27 d. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct.,
28 filed January 27, 2015) (court granted contested class certification and appointed

Kingsley & Kingsley as class counsel).

e. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16 C 0214).
contested class certification granted in June 2020.

f. *Weldon v. Geo Corrections & Detentions, LLC*, Kern County Superior Court
(BCV-16-102833), contested class certification granted in 2018.

g. *Patton v. Skyler Electric*, Nevada County Superior Court, (CU17-082544),
contested class certification granted in June 2020.

h. *Hameister v. Jaco Oil Company*, Kern County Superior Court (BCV-17-102876),
contested class certification granted in August 2020.

128. Class Counsel is experienced in the handling of wage and hour class actions and
supports this Settlement. Based on its analysis, Class Counsel believes that this settlement is fair
and reasonable and in the best interest of the Class.

129. After factoring in the risks explained above, Class Counsel believes that the
proposed settlement is fair and reasonable.

130. This allocation distributes Settlement Agreement funds proportionally to each
Class Member's potential damages and should therefore be approved as fair, adequate, and
reasonable.

SERVICE AWARD TO THE NAMED PLAINTIFFS

131. The Class Representatives are entitled to an enhancement for their valiant effort
and time expended in this matter in the total amount of \$50,000.00 (\$10,000 each). The time spent
by JOEY STEPHENS, MANUEL MARTINEZ, ERIC MCINTYRE, JEREMY CAPPS, and
TYLER IRISH is significant and includes researching and retaining competent counsel; providing
information to Class Counsel regarding the nature of the work at Defendant; compiling relevant
documents; working closely with Class Counsel to develop the theories of liability and martial
relevant evidence; regularly discussing the status of the case with Class Counsel; discussing the
case via telephone with many Class Members; being available during the full-day mediation as
necessary; and responding promptly to Class Counsel's communications regarding settlement.

132. As set forth in the Settlement Agreement, Plaintiffs will also be entering into a

1 general release of liability pursuant to Civil Code Section 1542.

2 133. Class Counsel considers this to be a fair and reasonable enhancement. The
3 enhancement takes into consideration the time, effort, and expense incurred by Plaintiffs in coming
4 forward to litigate this matter on behalf of all Class Members. Plaintiffs will provide a detailed
5 declaration with the Final Approval Motion detailing their participation and further justification
6 for the enhancement.

7 **SUBMISSION TO THE LABOR WORKFORCE DEVELOPMENT AGENCY**

8 134. Proof of submission of Plaintiffs' Motion, all related documents, and copy of the
9 email from the LWDA confirming receipt is attached to the Declaration of Kelsey M. Szamet as
10 Exhibit "2."

11 **EXHIBITS**

12 135. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed Joint
13 Stipulation of Class Action Settlement and Release of Claims ("Settlement" or "Settlement
14 Agreement").

15 136. Attached hereto as Exhibit "2" is a true and correct copy of the proof of submission
16 of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming
17 receipt.

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

20 This Declaration was executed this 3rd day of January, 2023, in Altadena, California.

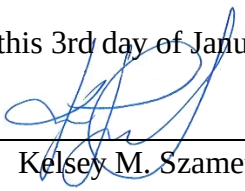
21 
22 _____
Kelsey M. Szamet

EXHIBIT "1"

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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]

**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

1 valid request for 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
19 without limitation the following subsidiary entities: Hall Air Ambulance Service, Inc., Hall Critical
20 Care Transport 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 1150 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 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

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.

1 85. Integration Clause.

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

9 86. Class Counsel Signatories.

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

16 87. Interim Stay of Proceedings.

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

19 88. Notices.

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

23

<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.”

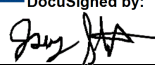
93. Execution in Counterparts.

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.

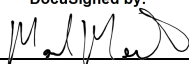
94. Authority.

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.

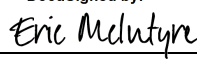
DATED: November 17, 2022

DocuSigned by:
By 
72FC0F6438264A8
Joey Stephens

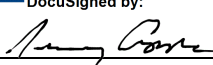
DATED: November 16, 2022

DocuSigned by:
By 
50D75F8124D701
Manuel Martinez

DATED: November 16, 2022

DocuSigned by:
By 
9B34B541F650F1
Eric McIntyre

DATED: November 17, 2022

DocuSigned by:
By 
078F818C43A
Jeremy Apps

DATED: November 16, 2022

DocuSigned by:
By 
4734E28381A
Tyler Irish

DATED: _____

By _____
Defendant Hall Ambulance Service, Inc.

APPROVED AS TO FORM AND CONTENT:

KINGSLEY & KINGSLEY APC

DATED: November 17, 2022

By 
Eric B. Kingsley
Kelsey M. Szamet

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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.

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

LEONARD CARDER, LLP



DATED: November 22, 2022

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.

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: 11/16/22

By  _____

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

EXHIBIT "A"

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 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 (*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 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

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	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

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

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 "B"

Confidential Memorandum of Understanding

Whereas, Plaintiffs JOEY STEPHENS, MANUEL MARTINEZ, ERIC MCINTYRE, JEREMY CAPPS, and TYLER IRISH ("Plaintiffs"), on behalf of themselves, all others similarly situated, and on behalf of the general public, have asserted claims against Defendant HALL AMBULANCE SERVICE, INC. ("Defendant") in a class/representative action filed and currently pending in Kern County Superior Court, CASE NO. BCV-20-101643, filed on July 16, 2020.

Whereas, the operative Second Amended Class and Representative Action Complaint ("Complaint") was filed on October 29, 2020. The Complaint alleges the following causes of action: (1) failure to pay wages and/or overtime pursuant to Labor Code §§ 510, 1194, and 1199; (2) failure to provide meal periods pursuant to §§ 226.7, 512; (3) failure to authorize and permit rest periods pursuant to IWC Wage Order No. 9, § 12, Labor Code § 226.7; (4) failure to pay minimum wage under labor code §§ 1194, 1194.2, 1197, IWC Wage Order No. 9, § 4; (5) waiting time penalties pursuant to Labor Code § 203; (6) violations of the Business and Professions Code § 17200; and (7) penalties pursuant to Labor Code § 2699, et seq.

Whereas, Defendant denies Plaintiffs' allegations and any and all liability, fault and the existence or applicability of any damages or penalties of any kind whatsoever.

After a full day mediation with mediator Tripper Ortman, Esq. on March 17, 2021 and continuing negotiations thereafter, of which this MOU is a part, the Parties agree, subject to the execution of a long form Stipulation Re Settlement and its approval by the Court, to resolve the claims asserted by Plaintiffs and all members of the Proposed Class and aggrieved employees (the "Resolution") as follows:

- (a) This Settlement is "all in" meaning Defendant's full and complete obligation is to fund a Settlement in the gross amount of One Million Nine Hundred Thousand dollars and zero cents (\$1,900,000), which includes any and all payments contemplated herein, including but not limited to: attorneys' fees and litigation costs of Plaintiffs' counsel, enhancement payment(s) to Plaintiffs, third-party settlement administration fees, all taxes, including employer-side payroll taxes, individual settlement payments to the proposed settlement class members, and Private Attorneys General Act ("PAGA") penalties payable to the State of California ("Gross Settlement Fund" or "GSF").
- (b) The following shall be subtracted from the GSF to determine the Net Settlement Amount ("NSF") payable to settlement class members pro rata:
 - i) Plaintiffs' counsel will request up to 33-1/3% of the GSF. If Plaintiff's Counsel's request for 33-1/3% of the GSF is not approved and/or reduced by the Court, any amount not approved and/or reduced by the Court will be returned to the NSF to be distributed to settlement class members (as defined below) pro rata pursuant to the remaining terms herein. Otherwise, the Parties will bear their own fees and costs;

- ii) Plaintiffs' counsel will request reimbursement of out-of-pocket litigation expenses up to Thirty Thousand dollars and zero cents (\$30,000). If Plaintiffs' Counsel's request for reimbursement of litigation expenses is not approved and/or reduced by the Court, any amount not approved and/or reduced by the Court will be returned to the NSF to be distributed to settlement class members pro rata pursuant to the remaining terms herein;
- iii) Plaintiffs' counsel will request an enhancement/general release payment of up to Ten Thousand Dollars (\$7,500) to each Named Plaintiff. Plaintiffs shall execute a full general release with Civil Code section 1542 waiver. If Plaintiffs' request for an enhancement payment is not approved and/or reduced by the Court, any amount not approved and/or reduced by the Court will be returned to the NSF to be distributed to settlement class members pro rata pursuant to the remaining terms herein;
- iv) Taxes, including employer-side payroll taxes (the "Settlement Tax Fund") and
- v) Fifty Thousand dollars and zero cents (\$50,000) as PAGA penalties payable to the Labor and Workforce Development Agency ("LWDA") and aggrieved employees ("PAGA Allocation Amount"). Specifically, 75% of the PAGA Allocation Amount shall be allocated to the LWDA and the remaining 25% shall be returned to the NSF and distributed to aggrieved employees pro rata pursuant to Labor Code §2699(i).

(c) The settlement class members encompassed in the settlement are defined as:

All field employees (including Emergency Medical Technicians, Paramedics, and Dispatchers) who are employed or have been employed by HALL AMBULANCE SERVICE, INC., and any of its subsidiary entities, including without limitation, 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 November 15, 2021.

- (d) Settlement Class Members shall have a pro rata share of the NSF mailed to them upon final approval of the Court pursuant to the remaining terms herein and the terms set forth in the long-form settlement agreement ("Individual Settlement Amount"). Any uncashed settlement checks after One Hundred and Eight (180) days shall revert to the Office of the Controller's Unclaimed Property Fund in the name of the Settlement Class Member who did not cash his/her individual settlement payment check. If the Court does not approve of such, the amounts shall be paid to the *cy pres* beneficiary referenced above.
- (e) The release period is August 21, 2015 through December 31, 2021. (the "Covered Period".)
- (f) The Released Claims applicable to Plaintiffs and all Class Members shall mean: any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether

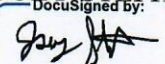
known or unknown, contingent or accrued, that are alleged, or that reasonably could have arisen out of the facts alleged in the Complaint, including, (1) failure to pay wages and/or overtime pursuant to Labor Code §§ 510, 1194, and 1199; (2) failure to provide meal periods pursuant to §§ 226.7, 512; (3) failure to authorize and permit rest periods pursuant to IWC Wage Order No. 9, § 12, Labor Code § 226.7; (4) failure to pay minimum wage under labor code §§ 1194, 1194.2, 1197, IWC Wage Order No. 9, § 4; (5) waiting time penalties pursuant to Labor Code § 203; (6) violations of the Business and Professions Code § 17200; and (7) penalties pursuant to Labor Code § 2699, et seq ("PAGA") based on the facts alleged in the Complaint. (collectively, the "Released Claims")

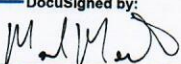
- (g) The NSF shall be allocated as 3/10 wages, 2/10 penalties (other than "waiting time"), 3/10 waiting time penalties and 2/10 interest. Settlement Class Members shall receive all required tax forms for the full amount paid to them, including PAGA penalties, which shall be determined and provided by the settlement administrator.
- (h) The agreed-upon settlement administrator shall make any payments to the Class Members pro rata based on a per pay period basis. The settlement administrator shall also provide any and all required notices, mailings, and reporting related to the settlement process, funding and distribution. The settlement administrator shall ensure 75% of the PAGA Allocation Amount is remitted to the LWDA.
- (i) The Parties' settlement is expressly conditioned upon the Court's approval of the settlement.
- (j) Defendant makes the following representations:
 - 1. The number of settlement class members in the Covered Period is estimated to be 859;
 - 2. The number of workweeks in the Covered Period is estimated to be 91,810;
- (k) The Parties acknowledge that the number of settlement class members and the total number of workweeks as set forth above are both estimates, and that if the actual numbers exceed these estimates by no more than 10%, the original settlement amount is fair and reasonable. To the extent that either or both of the forgoing estimates, as represented by Defendant, increases by more than 10%, Defendant will have the option to increase the Gross Settlement amount by the amount of the greater percentage increase in excess of 10%. For example, if the number of pay periods increases by 12% then Defendant shall have the option to increase the GSF by 2%. Likewise, if the number of class members increases by 12% then Defendant shall have the option to increase the GSF by 2%. If the number of pay periods increases by 12%, and the number of class members increases by 13%, then Defendant shall have the option to increase the GSF by the higher percentage increase of the two less 10%, i.e., by 3%. If Defendant declines to increase the GSF, Plaintiff will have the option to terminate the settlement in its entirety and the Parties will be returned to their respective positions as if no settlement had been contemplated.

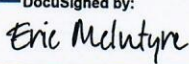
- (l) Defendant shall deposit the money to fund in full the GSF no later than 70 calendar days after the date on which the Court grants final approval of the settlement. Funds shall be disbursed pursuant to the terms herein no later than the earliest of: (i) 15 days after approval of the settlement, if no objections to the settlement are filed; or (ii) 3 calendar days after the deadline to file an appeal of the approval order, if no appeals are filed; or (iii) if one or more appeals are filed, 3 calendar days after any appeal is dismissed or the settlement is affirmed after an appeal, and the approval order is not subject to further appeal.
- (m) If the Court will not approve the Tax Settlement Fund amount of the GSF or that the GSF is Qualified Settlement Fund as set forth below, the GSF shall be reduced by the amount employer-side payroll taxes.
- (n) The Parties understand and agree that: (1) the GSF Settlement Funds will qualify and be characterized as a Qualified Settlement Fund 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 Agreement, (2) the Qualified Settlement Fund will be taxed as a separate entity for purposes of all federal, state, and local taxes, (3) the Parties shall treat the Qualified Settlement Fund on a basis consistent therewith for all tax purposes (and, for the avoidance of doubt, this Agreement shall be interpreted consistently therewith), (4) the Qualified Settlement Fund will be characterized as the employer of all Settlement Class Members for purposes of determining all tax obligations (including withholding obligations) and/or benefits obligations (all references to "benefits" shall be treated consistent with the provisions of Section 14), if any, associated with any and all payments under this Settlement, and (5) the Qualified Settlement Fund will bear full and sole responsibility (including the preparation and submission of necessary tax forms) for all withholding taxes and benefits (if any) associated with the Qualified Settlement Fund and Settlement Funds under this Agreement, in addition to any income taxes with respect to the earnings within the Qualified Settlement Fund and tax requirements relating to payments from the Qualified Settlement Fund. All taxes and benefits (if any) (including any interest and penalties) arising with respect to income earned by the Qualified Settlement Fund shall be paid from the Qualified Settlement Fund. All expenses and costs incurred in connection with the operation and implementation of this section (including without limitation, expenses of attorneys and/or accountants and mailing and distribution of expenses related to filing (or failing to file) any necessary tax returns or making (or failing to make) any necessary benefits payments) shall be paid from the Qualified Settlement Fund. For the avoidance of doubt, Defendants shall have no obligations with respect to the administration of the Qualified Settlement Fund. The funding of the GSF and any payments made from it or the NSF will not be utilized to calculate any additional benefits under any benefit plans to which any class members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, defined benefit plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that the creation, funding, and/or administration of the GSF and NSF will not affect any rights, contributions, or amounts to which any class members may be entitled under any benefit plans.

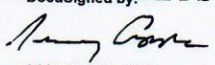
- (o) This MOU shall not be admissible for any purpose whatsoever. None of the Parties make any admission of any kind in entering into this agreement, but rather deny any and all liability as to one another.
- (p) The parties represent and warrant that they have the authority to enter into this MOU and bind one another.
- (q) Neither Defendant nor their counsel shall have any liability for any tax implications related to the receipt of settlement funds herein, including by the third-party settlement administrator; any and all such liability and/or obligations shall be borne solely by the recipients of any funds to be paid by Defendant herein. The Parties acknowledge neither Defendant nor Plaintiff's counsel have provided any tax-related advice whatsoever.
- (r) The Parties each acknowledge and agree that they have read and fully understand the contents of this MOU, that they have been represented by counsel, and that they have had the time and opportunity to receive the advice of counsel in entering into this settlement as set forth in this MOU.
- (s) This settlement is expressly conditioned on court approval of a Stipulated Settlement Agreement incorporating the terms of this MOU. Counsel for the Plaintiff Class shall circulate a draft of said of Stipulated Settlement Agreement by December 15, 2021 and Counsel for Defendant shall circulate it's revisions, if any, to same by December 22, 2021. If the parties fail to execute the Stipulated Settlement Agreement by January, the parties will retain a private mediator to facilitate completion and execution of the Stipulated Settlement Agreement.

Dated: December 2, 2021

By: JOEY STEPHENS 12/2/2021
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Plaintiff

By: MANUEL MARTINEZ 12/2/2021
DocuSigned by:

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Plaintiff

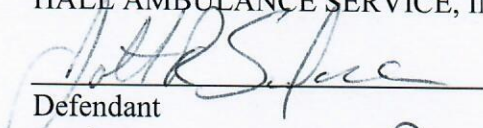
By: ERIC MCINTYRE 12/2/2021
DocuSigned by:

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Plaintiff

By: JEREMY CAPPS 12/2/2021
DocuSigned by:

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Plaintiff

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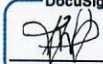
By:  12/3/2021
Plaintiff

HALL AMBULANCE SERVICE, INC.

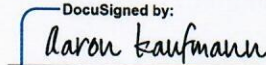
By: 
Defendant
By: Johnathon R. Surface

Approved as to Form by Counsel:

KINGSLEY & KINGSLEY, APC

By:  12/2/2021
Eric B. Kingsley
Kelsey M. Szamet
Attorneys for Plaintiffs and the proposed class/aggrieved employees

LEONARD CARDER, LLP

By:  12/2/2021
Aaron Kaufmann
Attorneys for Plaintiffs and the proposed class/aggrieved employees

JEFFER MANGELS BUTLER & MITCHELL LLP

By:  12/3/2021
R. Scott Brink
Attorneys for Defendant

(Proof of Submission to the LWDA)

EXHIBIT "2"

(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 January 3, 2023, I served all interested parties in this action the following documents described as: **DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

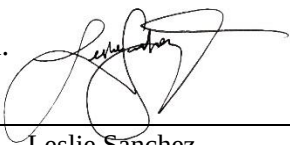
R. Scott Brink Patricia DeSantis Belton RSB@jmbm.com PBelton@jmbm.com Jeffer Mangels Butler & Mitchell LLP JMBM 1900 Avenue of the Stars, 7th Floor Los Angeles, California 90067 <i>Attorneys for Defendant</i>	Aaron Kaufmann David Pogrel akaufmann@leonardcarder.com dpogrel@leonardcarder.com Leonard Carder, LLP 1999 Harrison Street, Suite 2700 Oakland, CA 94612 <i>Attorneys for Plaintiffs</i>
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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 January 3, 2023, at Sherman Oaks, California.



Leslie Sanchez