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9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES**

12 JULLY MULLINGS, individually and on
13 behalf of others similarly situated individuals
and members of the general public,

14 Plaintiff,

15 vs.

16 ANTELOPE AMBULANCE SERVICE, a
17 California corporation; and DOES 1 through
18 25, inclusive,

19 Defendants.

Case No. 23STCV30241

Honorable Carolyn B. Kuhl
Department SS12

**DECLARATION OF NATHALIE
HERNANDEZ OF ILYM GROUP, INC.,
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: December 18, 2025
Time: 10:30 a.m.
Dept.: SS12

Complaint Filed: December 11, 2023
FAC Filed: January 18, 2024
Trial Date: Not Set

1 I, Nathalie Hernandez, declare as follows:

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

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

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Class Action and PAGA Settlement* (referred to as “Class Notice”); (b) receiving and
18 processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes; (c) calculating
19 individual settlement award amounts; (d) processing and mailing settlement award checks; (e)
20 handling tax withholdings as required by the Settlement and the law; (f) preparing, issuing and
21 filing tax returns and other applicable tax forms; (g) handling the distribution of any unclaimed
22 funds pursuant to the terms of the Settlement; and (h) performing other tasks as the Parties mutually
23 agree to and/or the Court orders ILYM Group to perform.

24 4. On July 17, 2025, ILYM Group received the Court approved text for the Class
25 Notice from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice, which
26 was approved by the Parties’ Counsel prior to mailing.

27 5. On September 12, 2025, ILYM Group received the Class List file from Defendant’s
28 Counsel. The Class List was uploaded to our database and checked for duplicates and other

1 possible discrepancies. ILYM had found that the Escalator Clause was triggered. Pursuant to the
2 Escalator Clause, Defendant's Counsel opted to end the Class Period on the date that 11,254
3 Workweeks was reached. Accordingly, the final Class List contained 112 individuals identified
4 as Class Members who worked 11,254 Workweeks and 72 individuals identified as Aggrieved
5 Employees who worked 2,844 PAGA Pay Periods.

6 6. As part of the preparation for mailing, all 112 names and addresses contained in the
7 Class List were then processed against the National Change of Address ("NCOA") database,
8 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
9 the mailing addresses of the Class Members before mailing of the Class Notice. The NCOA
10 contains requested change of addresses filed with the USPS. To the extent that an updated address
11 was found in the NCOA database, the updated address was used for the mailing of the Class Notice.
12 To the extent that no updated address was found in the NCOA database, the original address
13 provided by Defendant's Counsel was used for the mailing of the Class Notice.

14 7. On September 22, 2025, the Class Notice was mailed, via U.S First Class Mail, to
15 all 112 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
16 copy of the mailed Class Notice.

17 8. As of the date of this declaration, 4 Class Notices Packets have been returned to
18 our office as undeliverable. ILYM Group performed a computerized skip trace on the 4 returned
19 Class Notices that did not have a forwarding address, in an effort to obtain an updated address for
20 purpose of re-mailing the Class Notice. As a result of this skip trace, 3 updated addresses were
21 obtained and the Class Notices were promptly re-mailed to those Class Members, via U.S First
22 Class Mail. As of the date of this declaration, a total of 1 Class Notice was deemed undeliverable
23 as no updated address was found, notwithstanding the skip tracing.

24 9. As of the date of this declaration, ILYM Group has not received any Requests for
25 Exclusion. The Response Deadline to request exclusion from the Settlement was November 6,
26 2025.

27 10. As of the date of this declaration, ILYM Group has not received any Notices of
28 Objection. The Response Deadline was November 6, 2025.

1 11. As of the date of this declaration, ILYM Group has not received any Workweeks
2 Disputes. The Response Deadline was November 6, 2025.

3 12. As of the date of this declaration, ILYM Group reports a total of 112 Settlement
4 Class Members, representing 100% of the Class.

5 13. Settlement Class Members will receive a proportional share of the Net Settlement
6 Fund through individual settlement payments, based on the number of Workweeks worked during
7 the Class Period. The Net Settlement Amount is the amount remaining after deduction of the Court-
8 approved payments from the Gross Settlement Amount for the Attorneys' Fees and Costs,
9 Enhancement Payment, Settlement Administration Costs, and PAGA Amount.

10	Gross Settlement Amount	\$ 250,000.00
11	Class Counsel Fees	\$ 87,500.00
12	Class Counsel Litigation Costs	\$ 24,000.00
13	Enhancement Payment	\$ 7,500.00
14	Settlement Administration Costs	\$ 8,850.00
15	PAGA Amount	\$ 25,000.00
16	Net Settlement Amount (estimated)	\$ 97,150.00

17 To determine a Settlement Class Member's individual settlement award payment, the Net
18 Settlement Amount will be divided by the total number of Workweeks worked by all Settlement
19 Class Members during the Class Period, multiplied by the number of Workweeks worked by that
20 Settlement Class Member. Based on these calculations, the Settlement Class Members will receive
21 an estimated average gross Individual Settlement Share of \$867.41, with the estimated highest gross
22 Individual Settlement Share being \$2,408.46, and the estimated lowest gross Individual Settlement
23 Share being \$8.63.

24 14. Pursuant to the Agreement, 25% of the PAGA Amount (i.e., \$6,250.00) will be
25 allocated to the Aggrieved Employees regardless of whether the Aggrieved Employee opts out of
26 the Class Settlement. As such, there are 72 Aggrieved Employees during the PAGA Period. To
27 determine an Aggrieved Employees' individual PAGA settlement award payment, the 25% of the
28 PAGA Amount (i.e., \$6,250.00) will be divided by the total number of PAGA Pay Periods worked

1 by all Aggrieved Employees during the PAGA Period, multiplied by the number of PAGA Pay
2 Periods worked by that Aggrieved Employee. Based on these calculations, the Aggrieved
3 Employees will receive an estimated average Individual PAGA Payment of \$86.81, with the
4 estimated highest Individual PAGA Payment being \$140.65, and the estimated lowest Individual
5 PAGA Payment being \$4.40.

6 15. ILYM Group's total fees and costs for services in connection with the administration
7 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
8 costs for completion of the settlement administration, are \$8,850.00. ILYM Group's work in
9 connection with this matter will continue with the calculation of the settlement award payments,
10 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
11 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
12 Group to perform. Attached hereto, as **Exhibit B**, is a true and correct copy of ILYM Group's
13 quote.

14 I declare under penalty of perjury under the laws of the State of California and the United
15 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
16 was executed this 24th day of November 2025, at Tustin, California.

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20 *Nathalie Hernandez*
NATHALIE HERNANDEZ
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EXHIBIT “A”

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Mullings v. Antelope Ambulance Service

Superior Court of California for the County of Los Angeles, Case No. 23STCV30241

PLEASE READ THIS CLASS NOTICE CAREFULLY.

The Los Angeles Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or PAGA Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Jully Mullings ("Plaintiff") and Defendant Antelope Ambulance Service ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled Mullings v. Antelope Ambulance Service, Los Angeles County Superior Court, Case No. 23STCV30241 ("Action"), which may affect your legal rights. On July 17, 2025, the Court granted preliminary approval of the settlement and scheduled a hearing on December 18, 2025 at 10:30 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

"Class Period" means the period from December 11, 2019, until April 12, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"Aggrieved Employees" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.

"PAGA Period" means the period from November 14, 2022, until April 12, 2025.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On November 14, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On December 11, 2023, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. 23STCV30241. On January 18, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint"), adding a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA").

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies that it violated any law or failed to pay any wages, and asserts it complied with all applicable laws.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On July 17, 2025, the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Jully Mullings as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
jgenish@blackstonepc.com
Karen I. Gold
kgold@blackstonepc.com
Sara Pezeshkpour
Spezeshkpour@blackstonepc.com
Marissa A. Mayhood
mmayhood@blackstonepc.com
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all Aggrieved Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or Aggrieved Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and Aggrieved Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is two hundred and fifty thousand dollars and zero cents (\$250,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed thirty-five percent of the Gross Settlement Amount (i.e., \$87,500.00 if the Gross Settlement Amount is \$250,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed twenty-four thousand dollars and zero cents. (\$24,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed seven thousand five hundred dollars and zero cents (\$7,500.00) to Plaintiff for her services in the Action; (3) the amount of twenty-five thousand dollars and zero cents (\$25,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% (\$18,750.00) ("LWDA Payment") and the remaining 25% (\$6,250.00) will be distributed to Aggrieved Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed nine thousand dollars and zero cents (\$9,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their pro rata share of the Net Settlement Amount ("Individual Settlement Share") based on 10,231 ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their pro rata share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of weeks each Aggrieved Employee worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period ("PAGA Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Pay Periods of all Aggrieved Employees to yield the "PAGA Pay Period Value," and multiplied each PAGA Employee's individual PAGA Pay Periods worked by the PAGA Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and PAGA Workweeks (if applicable) Based on Defendant's Records

According to Defendant's records:

- **From December 11, 2019 through April 12, 2025 (i.e., the Class Period), you are credited as having worked <<ClassWW>> Workweeks.**
- **From November 14, 2022 through April 12, 2025 (i.e., the PAGA Period), you are credited as having worked <<PAGAPP>> PAGA Pay Periods.**

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Workweeks Dispute"). The Workweeks Dispute must: (a) contain the case name and number of the Action (Mullings v. Antelope Ambulance Service, Case No. 23STCV30241); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before November 6, 2025.**

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and PAGA Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$<<Est.ClassAmt>>. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$<<Est.PAGAAmt>> and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all Aggrieved Employees, and all Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal, state, or local law. "Released Class Claims" shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including inter alia, Wage Order 9-2001, and all claims for attorneys' fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, et seq., and any other claims, including claims for statutory penalties, pertaining to the Class Members.

"Released PAGA Claims" " means any and all claims arising from any of the factual allegations in the PAGA Letter and Operative Complaint, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 et seq. "Released PAGA Claims" include all claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including inter alia, Wage Order 9-2001.

"Released Parties" means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed thirty five percent (35%) of the Gross Settlement Amount (i.e., \$87,500.00 if the Gross Settlement Amount is \$250,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed twenty-four thousand dollars and zero cents (\$24,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of seven thousand five hundred dollars and zero cents (\$7,500.00) ("Enhancement Payment), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed nine thousand dollars and zero cents (\$9,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

H. Settlement Administration Costs to Settlement Administrator

Within five (5) business days of the funding of the first half of the Gross Settlement Amount (i.e. after receipt of Defendant's first five installment payments as outlined in Section 31 of the Settlement Agreement- December 31, 2025) or Effective Date, whichever is later, the Settlement Administrator will issue half of the Individual Settlement Payments to Settlement Class Members, half of the Individual PAGA Payments to PAGA Employees, half of the LWDA Payment to the LWDA, half of the Enhancement Payment to Plaintiffs, half of the Attorneys' Fees and Costs to Class Counsel, and half of the Settlement Administration Costs to itself.

Within five (5) business days of the funding of the second half of the Gross Settlement Amount (i.e. after receipt of Defendant's first five installment payments as outlined in Section 31 of the Settlement Agreement- December 31, 2025) or Effective Date, whichever is later, the Settlement Administrator will issue half of the Individual Settlement Payments to Settlement Class Members, half of the Individual PAGA Payments to PAGA Employees, half of the LWDA Payment to the LWDA, half of the Enhancement Payment to Plaintiffs, half of the Attorneys' Fees and Costs to Class Counsel, and half of the Settlement Administration Costs to itself.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

A Request for Exclusion must: (a) contain the case name and number of the Action (*Mullings v. Antelope Ambulance Service*, Case No. 23STCV30241); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before November 6, 2025**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. Aggrieved Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Mullings v. Antelope Ambulance Service*, Case No. 23STCV30241); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before November 6, 2025**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 12 of the Los Angeles County Superior Court, located at 312 N. Spring St., Los Angeles, California 90012, on December 18, 2025, at 10:30 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and Aggrieved Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can appear remotely by visiting <https://my.lacourt.org/laccwelcome>. Once on that webpage, click on the civil button and follow the prompts until you are asked to enter the Case Number (23STCV30241). Thereafter, you should be able to click on the link for the December 18, 2025 Final Approval Hearing.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by for a fee by making an appointment in advance and visiting the civil clerk's office during business hours, located at the Spring Street Courthouse, 312 N. Spring St., Los Angeles, California 90012. or by online by visiting the following website: <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>

You may also visit the Settlement Administrator's website at www.ilymgroup.com/antelopeambulance for more information and documents relating to the Settlement, or you may contact Plaintiff's counsel for the Class (whose information is above).

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (888) 250-6810, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT “B”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Jully Mullings v. Antelope Ambulance Service, Inc.

Invoice For Administrative Solutions

Administrative Solutions	
Total Number of Class Members	112
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	Yes
Case Duration (Years)	2

Summary Estimate: ILYM Group Fees & Expenses

Case Startup:	\$325.00
Project Management:	\$1,435.00
Notification & Mailing:	\$399.80
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$5,675.20
Case Conclusion:	\$1,015.00

All-In/Capped ILYM Fees & Expenses: \$8,850.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Jully Mullings v. Antelope Ambulance Service, Inc.

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	1	\$150.00
Programming of Class Database	Hourly	\$175.00	1	\$175.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$325.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	1	\$70.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$50.00	1	\$50.00
Toll-Free Customer Service Representative	Flat Fee	\$65.00	1	\$65.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$1,435.00

NOTIFICATION/MAILING				
Fulfillment of Notice (English only)	Per Piece	\$1.50	112	\$168.00
USPS First Class Postage	Per Piece	\$0.60	112	\$67.20
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	11	\$22.40
Storage, Photocopies, Deliveries	Flat Fee	\$142.20	1	\$142.20

Subtotal \$399.80

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Jully Mullings v. Antelope Ambulance Service, Inc.

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	4	\$600.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	4	\$500.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$1.00	112	\$112.00
USPS First Class Postage	Per Piece	\$0.60	112	\$67.20
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	6	\$8.40
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$1.00	112	\$112.00
USPS First Class Postage	Per Piece	\$0.60	112	\$67.20
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	6	\$8.40
Preparation of Taxes	Hourly	\$120.00	10	\$1,200.00
Annual Filing of Tax Return	Per Year	\$1,500.00	2	\$3,000.00

**Additional Bank fees may apply*

Subtotal \$5,675.20

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Unclaimed Funds to the State	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$1,015.00

All-In/Capped ILYM Fees & Expenses: \$8,850.00