

Karen I. Gold (State Bar No. 258360)
kgold@blackstonepc.com
Sara Pezeshkpour (State Bar No. 260240)
spezeshkpour@blackstonepc.com
Marissa A. Mayhood (State Bar No. 334376)
mmayhood@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff Jully Mullings and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

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

Plaintiff,

vs.

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

Defendants.

Case No. 23STCV30241

Honorable Carolyn B. Kuhl
Department SS12

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

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 Plaintiff Jully Mullings’ (“Plaintiff”) Motion for Final Approval of Class Action and PAGA
2 Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs
3 came before this Court on **December 18, 2025 at 10:30 a.m.** before the Honorable Carolyn B. Kuhl
4 in Department SS12 of the above-captioned Court located at Spring Street Courthouse, 312 North
5 Spring Street, Los Angeles, California 90012.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval of Class Action and
8 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration
9 Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel (Karen I. Gold),
10 the Class Representative (Jully Mullings), and the Settlement Administrator (Nathalie Beltran on
11 behalf of ILYM Group, Inc.), and the evidence and argument received by the Court in conjunction
12 with the Motion for Preliminary Approval of Class Action and PAGA Settlement and documents
13 thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE
14 FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiff and Defendant Antelope Ambulance Service (“Defendant”) (together, with Plaintiff, the
17 “Parties”), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: “All current and former hourly-paid or non-exempt employees who worked for
20 Defendant within the State of California at any time during the Class Period.” The “Class Period” is
21 defined as the period from December 11, 2019 through April 12, 2025.

22 3. The Court appoints Plaintiff Jully Mullings the Class Representative for settlement
23 purposes only.

24 4. The Court appoints Jonathan M. Genish, Karen I. Gold, Sara Pezeshkpour, and Marissa
25 A. Mayhood of Blackstone Law, APC as Class Counsel for settlement purposes only.

26 5. The Notice of Class Action and PAGA Settlement (“Class Notice”) provided to the
27 Class conforms with the requirements of California Code of Civil Procedure section 382, California
28 Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States

1 Constitutions, and any other applicable law, and constitutes the best notice practicable under the
2 circumstances, by providing individual notice to all Class Members who could be identified through
3 reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set
4 forth therein to the other Class Members. The Class Notice fully satisfied the requirements of due
5 process.

6 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
7 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
8 requirements for final approval of this class action settlement under California law, including the
9 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
10 3.769.

11 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
12 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
13 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
14 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
15 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
16 by or against Defendant or any of the other Released Parties.

17 8. The Court finds that no Settlement Class Members have validly and timely opted out
18 of the Class Settlement and no Settlement Class Members have objected to the Class Settlement.

19 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
20 recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment from
21 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$7,500.00.

22 10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
23 to Class Counsel in the sum of \$87,500.00 and reimbursement of actual litigation costs and expenses
24 to Class Counsel in the sum of \$23,568.43.

25 11. The attorneys' fees and reimbursement of litigation costs and expenses to Class
26 Counsel are reasonable amounts. The reasonableness of the fee award is determined based on a
27 reasonable percentage of the common fund obtained for the Class. Awarding fees on a percentage
28 basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

12. The Court approves and orders payment from the Gross Settlement Amount in the amount of 8,850.00 to ILYM Group, Inc. for performance of settlement administration services.

13. The Court approves and orders payment in the amount of \$18,750.00 to the California Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward PAGA penalties.

14. It is hereby ordered that Defendant shall fund the Gross Settlement Amount in accordance with the terms and methodology set forth in the Settlement Agreement.

15. It is hereby ordered that within five (5) business days after Defendant funds 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) or the Effective Date, whichever is later, the Settlement Administrator will distribute half of the Individual Settlement Payments to Settlement Class Members, half of the Individual PAGA Payments to Aggrieved Employees, half of the Attorneys’ Fees and Costs to Class Counsel, half of the Enhancement Payment to Plaintiff, half of the LWDA Payment to the LWDA, and half of the Settlement Administration Costs to itself.

16. It is hereby ordered that within five (5) business days after Defendant funds the last deposit of the Gross Settlement Amount (as outlined in Section 31 of the Settlement Agreement) or the Effective Date, whichever is later, the Settlement Administrator will distribute the remaining half of the Individual Settlement Payments to Settlement Class Members, the remaining half of the Individual PAGA Payments to Aggrieved Employees, the remaining half of the Attorneys’ Fees and Costs to Class Counsel, the remaining half of the Enhancement Payment to Plaintiff, the remaining half of the LWDA Payment to the LWDA, and the remaining half of the Settlement Administration Costs to itself.

17. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the California Controller’s Unclaimed Property Division in the name of the Settlement Class Member and/or Aggrieved Employee.

///

1 18. Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement
2 Class Members will be deemed to have fully, finally, and forever released, settled, compromised,
3 relinquished, and discharged the Released Parties of any and all claims, debts, liabilities, demands,
4 obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were
5 alleged or which could have been alleged based on the factual allegations in the Operative Complaint,
6 arising during the Class Period, under any federal, state, or local law (collectively, "Released Class
7 Claims"). The Released Class Claims shall specifically include claims for Defendant's alleged failure
8 to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium
9 payments, timely pay wages during employment and upon termination, provide compliant wage
10 statements, maintain complete and accurate payroll records, and reimburse necessary business-related
11 expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510,
12 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage
13 Orders, including *inter alia*, Wage Order 9-2001, and all claims for attorneys' fees and costs and
14 statutory interest in connection therewith, California Business and Professions Code sections 17200,
15 *et seq.*, and any other claims, including claims for statutory penalties, pertaining to the Class Members.

16 19. Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California
17 with respect to all Aggrieved Employees, and all Aggrieved Employees will be deemed to have fully,
18 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties
19 of any and all claims arising from any of the factual allegations in the PAGA Letter and Operative
20 Complaint, or causes of action which were alleged or which could have been alleged based on the
21 factual allegations in the Operative Complaint, arising during the PAGA Period, for civil penalties
22 under the Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*
23 (collectively, "Released PAGA Claims"). The Released PAGA Claims include all claims for
24 attorneys' fees and costs related thereto, for Defendant's alleged failure to pay overtime and minimum
25 wages, provide compliant meal and rest periods and associated premium payments, timely pay wages
26 during employment and upon termination, provide compliant wage statements, maintain complete and
27 accurate payroll records, and reimburse necessary business-related expenses in violation of California
28 Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1,

1 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage
2 Order 9-2001.

3 20. Upon the full funding of the Gross Settlement Amount, Plaintiff, individually and on
4 her own behalf, will be deemed to have fully, finally, and forever released, settled, compromised,
5 relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands,
6 obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action of any kind or
7 nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which
8 Plaintiff, at any time of execution of the Settlement Agreement, had or claimed to have or may have,
9 including but not limited to any and all claims arising out of, relating to, or resulting from her
10 employment and/or separation of employment with the Released Parties, including any claims arising
11 under any federal, state, or local law, statute, ordinance, rule, or regulation or Executive Order relating
12 to employment, including, but in no way limited to, any claim under Title VII of the Civil Rights Act
13 of 1964, as amended, 42 U.S.C. § 1981; the Americans with Disabilities Act; the Family and Medical
14 Leave Act; the Employee Retirement Income Security Act; the California Family Rights Act; the
15 California Fair Employment and Housing Act; all claims for wages or penalties under the Fair Labor
16 Standards Act; all claims for wages or penalties under the California Labor Code; Business and
17 Professions Code sections 17200 *et seq.*; all laws relating to violation of public policy, retaliation, or
18 interference with legal rights; any and all other employment or discrimination laws; whistleblower
19 claims; any tort, fraud, or constitutional claims; and any breach of contract claims or claims of
20 promissory estoppel. It is agreed that this is a general release and is to be broadly construed as a
21 release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not
22 include a release of any claims that cannot be released hereunder by law. Plaintiff understands and
23 expressly agrees that the Settlement Agreement extends to claims that she has against Defendant, of
24 whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past,
25 present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on
26 or before the execution of the Settlement Agreement. Any and all rights granted under any state or
27 federal law or regulation limiting the effect of the Settlement Agreement, including the provisions of
28 Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of

1 the California Civil Code reads as follows: A GENERAL RELEASE DOES NOT EXTEND TO
2 CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
3 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND
4 THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
5 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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

8 22. This Court shall retain jurisdiction with respect to all matters related to the
9 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
10 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
11 Settlement and the determination of all controversies relating thereto.

12 23. Notice of entry of this Order and Judgment shall be given to the Class Members by
13 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
14 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

15 24. A Non-Appearance Case Review re: Final Report is set for
16 _____ at _____ in Department SS12 of this Court located at
17 Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012. The Settlement
18 Administrator shall file a Final Report by _____.

19 **IT IS SO ORDERED.**

20 Dated: _____

Honorable Carolyn B. Kuhl