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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

**DECLARATION OF KAREN I. GOLD IN
SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
ATTORNEYS' FEES AND COSTS,
ENHANCEMENT PAYMENT, AND
SETTLEMENT ADMINISTRATION
COSTS**

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

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1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a member of Blackstone Law, APC (“Class Counsel”), attorneys of record for Plaintiff July Mullings (“Plaintiff”). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

2. On November 14, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant Antelope Ambulance Service (“Defendant”) by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant (“PAGA Letter”).

4. 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”). The Operative Complaint alleges ten (10) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment and upon termination, failure to provide compliant wage statements, and failure to reimburse necessary business expenses, for violations of California Business and Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil penalties under PAGA based on the aforementioned California Labor Code violations.

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1 5. On October 22, 2024, Plaintiff and Defendant (together, the “Parties”) participated in
2 a formal mediation conducted by Jeffrey A. Ross, Esq. (“Mediator”), a neutral and respected mediator
3 with extensive experience in complex wage and hour matters, and with the assistance of the Mediator,
4 the Parties were able to reach an agreement to resolve this dispute on a class and representative basis.
5 The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement
6 agreement.

7 6. On February 6, 2025, the Parties executed the Joint Stipulation of Class Action and
8 PAGA Settlement (“Settlement” or “Settlement Agreement”). A true and correct copy of the
9 Settlement Agreement is attached hereto as **Exhibit 1**.

10 7. On May 9, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action and
11 PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. On July 17, 2025,
12 the Court entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement
13 (“Preliminary Approval Order”), thereby preliminary approving the terms of the Settlement
14 Agreement, the Notice of Class Action and PAGA Settlement (“Class Notice”), and the proposed
15 administration procedures and associated deadlines. A true and correct copy of the Preliminary
16 Approval Order is Attached hereto as **Exhibit 2**.

17 **Summary of the Terms of the Settlement Agreement**

18 8. By way of the Preliminary Approval Order, the Court certified the following Class for
19 settlement purposes only: “All current and former hourly-paid or non-exempt employees who worked
20 for Defendant within the State of California at any time during the Class Period” (“Class” or “Class
21 Members(s)”). The “Class Period” is defined as the period from December 11, 2019 through April
22 12, 2025. The “Settlement Class Member(s)” consist of all Class Members who do not submit a timely
23 and valid Request for Exclusion. The “Aggrieved Employee(s)” consist of “all current and former
24 hourly-paid or non-exempt employees who worked for Defendant within the State of California at any
25 time during the PAGA Period.” The “PAGA Period” is defined as the period from November 14,
26 2022 through April 12, 2025.

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1 9. Based on the data provided by Defendant following preliminary approval and for
2 purposes of administration of the Class Notice, I am informed that there are one hundred and twelve
3 (112) Settlement Class Members who worked 11,254 weeks for Defendant as hourly-paid or non-
4 exempt employees in California during the Class Period (“Workweeks”) and 72 Aggrieved Employees
5 who worked 2,844 weeks for Defendant as hourly-paid or non-exempt employees in California during
6 the PAGA Period (“PAGA Pay Periods”).

7 10. The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
8 Complaint for a non-reversionary Gross Settlement Amount of Two Hundred Fifty Thousand Dollars
9 and Zero Cents (\$250,000.00), which is exclusive of employer-side payroll taxes. The Gross
10 Settlement Amount includes: (1) Class Counsel’s fees in the amount of thirty-five percent (35%) of
11 the Gross Settlement Amount, equaling Eighty-Seven Thousand Five Hundred Dollars and Zero Cents
12 (\$87,500.00); (2) Class Counsel’s actual litigation costs and expenses, in the amount of Twenty-Three
13 Thousand Five Hundred Sixty-Eight Dollars and Forty-Three Cents (\$23,568.43); (3) Settlement
14 Administration Costs in the amount of Eight Thousand Eight Hundred Fifty Dollars and Zero Cents
15 (\$8,850.00); (4) Enhancement Payment in the amount of Seven Thousand Five Hundred Dollars and
16 Zero Cents (\$7,500.00); and (5) PAGA Amount in the amount of Twenty-Five Thousand Dollars and
17 Zero Cents (\$25,000.00). After the above Court-approved amounts are deducted from the Gross
18 Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount of
19 approximately Ninety-Seven Thousand Five Hundred Eighty-One Dollars and Fifty-Seven Cents
20 (\$97,581.57).

21 11. The Settlement does not require Settlement Class Members to submit claims as a
22 prerequisite to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement
23 Share”) nor does it require Aggrieved Employees to submit claims as a prerequisite to receiving their
24 *pro rata* share of twenty-five percent (25%) of the PAGA Amount (“Individual PAGA Payment”).
25 Individual Settlement Shares are calculated by the Settlement Administrator by dividing the Net
26 Settlement Amount by the total number of Workweeks worked by all Settlement Class Member during
27 the Class Period and multiplying the result by each Settlement Class Member’s Workweeks worked
28 during the Class Period. Individual PAGA Payments are calculated by the Settlement Administrator

1 by dividing the amount of the Aggrieved Employees' 25% share of PAGA Amount (\$6,250.00) by
2 the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period
3 and multiplying the result by each Aggrieved Employee's PAGA Pay Periods worked during the
4 PAGA Period.

5 12. I am aware from my review of the information provided by the Settlement
6 Administrator that the estimated average gross Individual Settlement Share is \$867.41, the estimated
7 highest gross Individual Settlement Share is \$2,408.46, and the estimated lowest gross Individual
8 Settlement Share is \$8.63, the estimated average Individual PAGA Payment is \$86.81, the estimated
9 highest Individual PAGA Payment is \$140.65, and the estimated lowest Individual PAGA Payment is
10 \$4.40.

11 13. Each Individual Settlement Share will be allocated as twenty percent (20%) wages and
12 eighty percent (80%) penalties and non-wage damages. The portion allocated to wages will be
13 reported on an IRS Form W-2 and the portions allocated to penalties and non-wage damages will be
14 reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement
15 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
16 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
17 net payment of their Individual Settlement Share ("Individual Settlement Payment"). The employer's
18 share of taxes and contributions in connection with the wages portion of the Individual Settlement
19 Shares will be paid by Defendant separately and in addition to the Gross Settlement Amount. Each
20 Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be
21 reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

22 14. Each Individual Settlement Payment and Individual PAGA Payment check will be
23 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
24 issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be
25 distributed by the Settlement Administrator to the State of California's Unclaimed Property Fund in
26 the name of the Settlement Class Member and/or Aggrieved Employee.

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1 19. Based on the information exchanged, the Parties extensively briefed issues regarding
2 class certification and liability and provided their analyses to the Mediator who helped the Parties
3 debate the strengths and weakness of their respective positions. At all times, Plaintiff was willing and
4 prepared to litigate this matter through class certification and trial if the Parties had been unable to
5 reach a favorable resolution. Additionally, settlement negotiations were conducted by highly capable
6 and experienced counsel. Class Counsel are respected members of the California State Bar with strong
7 records of vigorous and effective advocacy and are experienced in handling complex wage and hour
8 class action litigation. Accordingly, Class Counsel had sufficient information and experience to act
9 intelligently in negotiating the Settlement.

10 20. Although the investigation and information discovered supports Plaintiff's contentions,
11 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on
12 a class-wide basis. Consideration of these risks factored into the decision to enter the Settlement.

13 21. Class Counsel are aware of Defendant's defenses and arguments and have also taken
14 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
15 inherent in such litigation, including those involved in class and/or representative adjudication.
16 Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted
17 in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary
18 recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations
19 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

20 22. Defendant denied and continues to deny any liability and wrongdoing of any kind
21 associated with the claims alleged in the Action, and further denies that class certification is
22 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
23 prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiff's
24 claims. Defendant contended that Plaintiff's claims are not suitable for class certification because
25 individual issues would predominate should this case go to trial. As with all class actions, these
26 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk
27 that the Court may deny class certification.

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1 23. Class Counsel also recognized that, even if Plaintiff prevailed at class certification,
2 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
3 extremely uncertain proposition. In order to prove liability and damages, Class Counsel would need
4 to request and analyze thousands of pages of documents, obtain the Class Members' contact
5 information, contact them, and obtain declarations at great expense. Obtaining the cooperation of
6 current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit
7 against a current employer. On the other hand, Defendant would likely be able to obtain the
8 cooperation of its employees. Moreover, even if Plaintiff prevailed at class certification and trial,
9 possible appeals would substantially delay any recovery by the Class.

10 24. Therefore, Class Counsel submits that the Settlement is fair, reasonable, and adequate.
11 The Settlement is in the best interest of the Class Members, the Aggrieved Employees, and the State
12 of California, and is within the accepted range of recoveries for this type of litigation given the inherent
13 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
14 litigation.

15 ***Attorneys' Fees and Costs***

16 25. Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e.,
17 \$87,500.00) for fees for the time spent litigating this matter and reimbursement of actual costs and
18 expenses totaling Twenty-Three Thousand Five Hundred Sixty-Eight Dollars and Forty-Three Cents
19 (\$23,568.43). The requested fees and costs are fair compensation for undertaking complex, risky,
20 expensive, and time-consuming litigation on a contingent fee basis, especially in light of the
21 substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's requested fee
22 award is summarily addressed as follows but is more fully discussed in Plaintiff's Motion for Final
23 Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment,
24 and Settlement Administration Costs ("Motion for Final Approval") filed concurrently herewith.

25 26. The effectiveness of Blackstone Law, APC's ("Blackstone") prosecution of this matter
26 has translated into tangible monetary benefits for the Settlement Class Members, the State of
27 California, and the Aggrieved Employees as follows: (1) Settlement Class Members, the State of
28 California, and Aggrieved Employees will obtain monetary recovery over a relatively short period of

1 time, as opposed to waiting additional years for the same, or a potentially worse, result; (2) a
2 guaranteed result that compares favorably with other similar class action settlements of this type, given
3 the strengths and weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or
4 costs that would have only increased had the case progress through certification, trial, and/or upon
5 appeal.

6 27. In the present case, Class Counsel has borne all of the risks and costs of litigation and
7 will not receive any compensation until recovery is obtained. Class Counsel had to consider its
8 workload during this litigation when considering taking on additional work that was available, and
9 which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class
10 Counsel are experienced in complex wage-and-hour litigation and used that experience to obtain a
11 favorable result for the Class, the State of California, and the Aggrieved Employees. Considering the
12 amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling
13 similar matters, Plaintiff maintains that the requested attorneys' fees of thirty-five percent (35%) of
14 the Gross Settlement Amount (i.e., \$87,500.00) are reasonable and should be awarded.

15 28. Blackstone was started in February 2018, representing plaintiffs in individual and
16 representative employment litigation. The firm has grown exponentially over the past seven-plus
17 years, now maintaining over thirty highly pedigreed attorneys working on almost exclusively labor
18 and employment class actions, PAGA cases, and individual matters, with roughly 15% of the firm
19 focused on other complex general litigation matters. Blackstone has been counsel of record on several
20 class and PAGA actions that have since been resolved, the most recent of which are attached hereto
21 as **Exhibit 3**. The attorneys who worked on this case are all experienced in litigating wage and hour
22 matters as follows:

23 a. Jonathan M. Genish is the founder of Blackstone Law, APC. He received his law
24 degree from Benjamin N. Cardozo School of Law and was admitted to the California State Bar in
25 2008. During law school, he clerked at the litigation firm Oved & Oved, LLP and was published
26 several times in various small publications. Upon graduation, he was rehired by Freedman &
27 Taitelman, LLP as an associate and remained employed there from September 2008 through August
28 2015. During his tenure, he managed hundreds (perhaps thousands) of complex litigation cases,

1 ranging from employment, corporate, entertainment, and general business litigation matters, though
2 his primary area of expertise was employment, both single plaintiff and representative actions. On the
3 vast majority of those cases, he was the only or primary attorney managing the case and thus obtained
4 extensive experience. In that capacity, he conducted wage and hour and wrongful termination labor
5 and employment intakes; was the primary contact for all clients; took and defended hundreds (if not
6 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
7 motions and pleadings, including dispositive and certification motions; strategized on all cases;
8 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
9 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
10 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
11 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
12 the cases he managed were highly publicized, with articles written about them in the Los Angeles
13 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
14 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,295,
15 which is well within the prevailing rate for attorneys with his experience in this area of practice in
16 Southern California.

17 b. I graduated *cum laude* from UCLA in 2005 with a Bachelor of Science degree in
18 Cognitive Science and a Specialization in Computing. I received my law degree from Boston
19 University School of Law and was admitted to the California State Bar in 2008. Upon graduation, I
20 joined Cox Castle & Nicholson, LLP, and worked there for approximately a decade as a general
21 litigation attorney focused primarily on high-stakes sophisticated cases including class action defense
22 matters. Thereafter, I spent approximately five years working for Marlin & Saltzman, LLP, which is
23 a well-known plaintiff-side wage and hour law firm in Los Angeles, before transitioning over to
24 Blackstone as a Senior Trial Attorney and Team Lead. Throughout my career, I have managed over
25 one hundred complex litigation cases, ranging from employment matters to corporate and general
26 business litigation matters. On many of those cases, I was the only or primary attorney managing the
27 case and thus obtained extensive experience overseeing these types of actions. In that capacity, I was
28 the primary contact for clients; took and defended many depositions; propounded and responded to

1 discovery; prepared and opposed motions and pleadings, including dispositive and certification
2 motions; strategized on all cases; attended hearings; attended mediations; coordinated with class action
3 administrators; prepared and worked with experts; participated in trial prep and trials; and engaged in
4 all other intricate facets of litigation. Super Lawyers honored me as a Southern California Rising Star
5 from 2015 through 2018. As a Senior Trial Attorney and Team Lead, I oversee and handle over 100
6 wage-and-hour putative class actions and/or representative actions under PAGA seeking relief on
7 behalf of California employees. I have considerable experience in handling class and representative
8 action lawsuits throughout my career and have been approved as counsel in a number of cases. My
9 billable rate is \$985, which is well within the prevailing rate for attorneys with this experience in this
10 area of practice in Southern California.

11 c. Sara Pezeshkpour is a 2008 graduate of UCLA Law School and is part of the team at
12 Blackstone that litigated this matter. She was admitted to practice law in California that same year.
13 Since passing the California bar, Ms. Pezeshkpour has exclusively represented plaintiffs in civil rights
14 litigation, including wage-and-hour disputes, as well as harassment, discrimination, and retaliation
15 litigation. Her hourly rate of \$850 is reasonable based on her education and experience and is in line
16 with the market rate.

17 d. Marissa A. Mayhood is a Senior Associate Attorney at Blackstone. She graduated from
18 Pepperdine University School of Law with a Juris Doctorate and a certificate in dispute resolution
19 from Pepperdine's Straus Institute. Ms. Mayhood spent approximately five years working for Marlin
20 & Saltzman, LLP, which is a well-known plaintiff-side wage and hour law firm in Los Angeles. While
21 working for Marlin & Saltzman, LLP, she litigated and helped settle a \$72.5 million case, *Utne v.*
22 *Home Depot U.S.A., Inc.*, United States District Court for the Northern District of California, Case
23 No. 3:16-cv-01854-RS, and was approved as class counsel. Her hourly rate of \$750 is reasonable
24 based on her education and experience and is in line with the market rate.

25 e. Alexandra Rose joined Blackstone from a highly reputable employment law firm. She
26 graduated from the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and
27 from New England Law Boston with a Juris Doctor degree in 2019. She was admitted to the State
28 Bar of California in December of 2019 and the State Bars of New York and New Jersey in 2023. She

has worked on many wage and hour class action and PAGA representative matters, and her work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. She manages the post-settlement department at Blackstone. In that capacity, she oversees and handles over 100 wage-and-hour putative class actions and/or representative actions under PAGA that are in settlement. Her hourly rate of \$750 is reasonable based on her education and experience and is in line with the market rate.

29. Class Counsel has spent approximately 134.20 total hours litigating this matter. To date, our total fees incurred amount to \$122,661. Each attorney who worked on this matter engaged in a multitude of tasks, including communicating with the client and defense counsel; investigating the facts and researching applicable legal issues; drafting pleadings, informal discovery requests, and joint statements; reviewing documents; preparing for and attending mediation; and facilitating the settlement by drafting the settlement documents and motion papers for obtaining settlement approval. One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. Wage and hour work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind of class action work requires specialized learning and the willingness to take large risks. A summary of Class Counsel's lodestar for each attorney who worked on this case is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	20.20	\$1,295	\$26,159
Karen I. Gold	Senior Counsel	43.20	\$985	\$42,552

Sara Pezeshkpour	Associate	8.50	\$850	\$7,225
Marissa A. Mayhood	Senior Associate	44.40	\$750	\$33,300
Alexandra Rose	Senior Associate	17.90	\$750	\$13,425

30. We expect to spend an additional 10 hours (\$7,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our client, and Class Members. Based thereon, the total amount of Class Counsel's fees through closure of this case are estimated to be approximately \$130,161.

31. Attached here to as **Exhibit 4** is a chart that sets forth in detail the nature of the legal services provided by attorneys at Blackstone and the time incurred in performing those services. Blackstone also had litigation support personnel actively engaged in assisting with the prosecution of this matter.

32. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Twenty-Four Thousand Dollars and Zero Cents (\$24,000.00). Class Counsel seeks reimbursement of a total of Twenty-Three Thousand Five Hundred Sixty-Eight Dollars and Forty-Three Cents (\$23,568.43) in litigation costs and expenses. A true and correct itemized list of Blackstone's litigation costs and expenses is attached hereto as **Exhibit 5**. This amount was reasonable and necessary in the prosecution of this matter.

33. The requested award of Attorneys' Fees and Costs was included and set forth clearly in the Class Notice provided to the Class Members.

Enhancement Payment

34. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Enhancement Payment in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff. The requested Enhancement Payment is eminently reasonable given the time and effort Plaintiff spent on this matter, and the benefit to the other Class Members as a result of Plaintiff's actions. Enhancement awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher. The Declaration of Plaintiff Jully Mullings submitted herewith details her work and efforts in bringing and litigating this matter through resolution and supports the

1 requested Enhancement Payment. The requested Enhancement Payment was also disclosed in the
2 Class Notice provided to the Class Members.

3 ***Settlement Administration Costs***

4 35. In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court
5 approved, Settlement Administration Costs not to exceed Nine Thousand Dollars and Zero Cents
6 (\$9,000.00). ILYM Group, Inc., the approved Settlement Administrator, provided Class Counsel with
7 its quote stating that its cost to administer the Settlement is Eight Thousand Eight Hundred Fifty
8 Dollars and Zero Cents (\$8,850.00).

9 ***Allocation to the LWDA***

10 36. As part of the Settlement, Defendant has agreed to pay Twenty-Five Thousand Dollars
11 and Zero Cents (\$25,000.00) to settle the claims of the Aggrieved Employees brought pursuant to
12 PAGA, of which the payment of Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents
13 (\$18,750.00) (75% of the PAGA Amount) will be paid to the LWDA for education and enforcement
14 purposes.

15 37. It is extremely common in approved wage and hour class action cases that settle that
16 only a small portion of the total settlement is paid to PAGA penalties "in order to maximize payments
17 to class members." (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
18 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
19 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
20 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
21 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
22 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012
23 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA
24 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
25 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
26 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
27 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
28 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here,

1 in these approved settlements, the parties generally maximized statutory penalties and minimized
2 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
3 California Labor Code violations.

4 *Notice to the Class*

5 38. The Class Notice approved by the Court met the requirements for proper notice of
6 settlement to a class: it identified the Parties and described the Action, the Class, the Gross Settlement
7 Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed
8 to be paid as the Enhancement Payment to Plaintiff, the Settlement Administration Costs to the
9 Settlement Administrator, and the Attorneys' Fees and Costs to Class Counsel. The Class Notice
10 described the proposed Settlement with enough specificity to allow each Class Member to make an
11 informed choice whether to accept and participate in it. It also explained how and when Class
12 Members may object to or opt out of the Class Settlement. Finally, the Class Notice provided the date
13 and time of the hearing on final approval of the Settlement and informed Class Members how to obtain
14 additional information about the Settlement.

15 I declare under penalty of perjury under the laws of the State of California that the foregoing
16 is true and correct. Executed on November 24, 2025, at Westlake Village, California.

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EXHIBIT 1

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Jully Mullings (“Plaintiff”
4 or “Class Representative”), individually, and on behalf of all others similarly situated and on behalf
5 of the State of California with respect to aggrieved employees, and Defendant Antelope Ambulance
6 Service (“Defendant”) (together, Plaintiff and Defendant are referred to as “Parties” and individually
7 as “Party”).

8 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as
9 defined herein), the State of California as to the employment of Aggrieved Employees (as defined
10 herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

11 **RECITALS**

12 1. On November 14, 2023, Plaintiff provided written notice to the Labor and Workforce
13 Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail,
14 pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor
15 Code alleged to have been violated by Defendant (“PAGA Letter”). On December 11, 2023, Plaintiff
16 filed a Class Action Complaint for Damages in the action titled *Jully Mullings v. Antelope Ambulance*
17 *Service*, Los Angeles County Superior Court Case No. 23STCV30241 (“Action”), thereby
18 commencing a putative class action. On January 18, 2024, Plaintiff filed a First Amended Class and
19 Representative Action Complaint (“Operative Complaint”), adding a cause of action under the Private
20 Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, et seq. (“PAGA”).
21 The Operative Complaint alleges ten (10) causes of action for violations of the California Labor Code
22 for failure to pay overtime wages, failure to provide compliant meal periods and premium payments
23 in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure
24 to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages
25 during employment, failure to provide compliant wage statements, failure to maintain complete and
26 accurate payroll records, and failure to reimburse necessary business expenses, for violations of
27 California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California
28 Labor Code violations, and for civil penalties under the Private Attorneys General Act of 2004

1 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) based on the aforementioned
2 California Labor Code violations.

3 2. Defendant denies all allegations set forth in the Action, denies any failure to comply
4 with the laws identified in the Operative Complaint, denies all liability for the causes of action alleged
5 in the Operative Complaint, and has asserted numerous affirmative defenses. Notwithstanding, in the
6 interest of avoiding further litigation, Defendant desires to fully and finally settle the Action, Released
7 Class Claims (as defined herein), and Released PAGA Claims (as defined herein).

8 3. Class Counsel diligently investigated the class and PAGA claims against Defendant,
9 including any and all applicable defenses and the applicable law. The investigation included, *inter*
10 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
11 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
12 merits of the claims and contentions of the Parties. Plaintiff’s investigation was sufficient to satisfy
13 the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794,
14 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

15 4. On October 22, 2024, the Parties participated in mediation with Jeffrey Ross (the
16 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the
17 Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’
18 settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed
19 and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks
20 associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class
21 Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in
22 this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
23 Members, State of California, and Aggrieved Employees in light of all known facts and circumstances,
24 including the risk of significant delay and uncertainty associated with litigation and various defenses
25 asserted by Defendant.

26 5. The Parties expressly acknowledge that this Settlement Agreement is entered into
27 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
28 admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is

not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

DEFINITIONS

6. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class Counsel's litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 9.

b. "Class" or "Class Member(s)" 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.

c. "Class Counsel" means Jonathan M. Genish, Karen I. Gold, Sara Pezeshkpour, and Marissa A. Mayhood of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendant during the Class Period; and (5) such other information as is necessary for the Settlement Administrator to calculate Workweeks and PAGA Pay Periods.

e. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached hereto as "**Exhibit A**."

f. "Class Period" means the period from December 11, 2019, until the date of the Court's order granting preliminary approval of the Settlement Agreement.

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

h. "Court" means the Superior Court of the State of California for the County of

1 Los Angeles.

2 i. “Defendant’s Counsel” means Dina Glucksman and Jennifer Jambor-Delagado
3 of Gordon Rees Scully Mansukhani, LLP.

4 j. “Effective Date” means the date when all of the following events have occurred:
5 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant’s
6 Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been
7 mailed to the Class Members, providing them with an opportunity to object to the terms of the Class
8 Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval Hearing and
9 entered a Final Approval Order and Judgment; (5) sixty-five calendar days have passed since the Court
10 entered a Final Approval Order and Judgment; and (6) in the event there are written objections to the
11 Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied,
12 the later of the following events: five business days after the period for filing any appeal, writ, or other
13 appellate proceeding opposing the Court’s Final Approval Order and Judgment has elapsed without
14 any appeal, writ, or other appellate proceeding having been filed, or, if any appeal, writ, or other
15 appellate proceeding opposing the Court’s Final Approval Order and Judgment has been filed, five
16 business days after any appeal, writ, or other appellate proceedings opposing the Court’s Final
17 Approval Order and Judgment has finally and conclusively dismissed with no right to pursue further
18 remedies or relief. If the Effective Date is not triggered, the Gross Settlement Amount (or any portions
19 thereof) shall be returned/refunded to Defendant.

20 k. “Employer Taxes” means the employer’s share of taxes and contributions in
21 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
22 in addition to the Gross Settlement Amount.

23 l. “Enhancement Payment” means the amount to be paid to Plaintiff, in
24 recognition of her effort and work in prosecuting the Action on behalf of Class Members and
25 Aggrieved Employees, and general release of claims, as set forth in Paragraph 10.

26 m. “Final Approval” means the determination by the Court that the Settlement is
27 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

28 n. “Final Approval Hearing” means the hearing at which the Court will consider

1 and determine whether the Settlement should be granted Final Approval.

2 o. “Final Approval Order and Judgment” means the order granting final approval
3 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
4 Parties, and subject to approval by the Court.

5 p. “Gross Settlement Amount” means the amount of two hundred and fifty
6 thousand dollars and zero cents (\$250,000.00) to be paid by Defendant in full satisfaction of the
7 Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and
8 Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement
9 Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes
10 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
11 reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross
12 Settlement Amount is subject to increase, as provided in Paragraph 13.

13 q. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
14 Amount (defined below) that an Aggrieved Employee may be eligible to receive under the PAGA
15 Settlement, to be calculated in accordance with Paragraph 15.

16 r. “Individual Settlement Payment” means the net payment of each Settlement
17 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
18 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
19 Paragraph 16.

20 s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
21 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
22 in accordance with Paragraph 14.

23 t. “LWDA Payment” means the amount of eighteen thousand seven hundred and
24 fifty dollars and zero cents (\$18,750.00), i.e., 75% of the PAGA Amount, that the Parties have agreed
25 to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 11.

26 u. “Net Settlement Amount” means the portion of the Gross Settlement Amount
27 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
28 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and

1 Settlement Administration Costs.

2 v. “Notice of Objection” means a Settlement Class Member’s written objection to
3 the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the
4 objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s
5 Social Security number; (c) contain a written statement of all grounds for the objection accompanied
6 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents
7 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the
8 specified address, postmarked on or before the Response Deadline.

9 w. “PAGA Amount” means the allocation of twenty-five thousand dollars and zero
10 cents (\$25,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent
11 (75%) of the PAGA Amount, or eighteen thousand seven hundred and fifty dollars and zero cents
12 (\$18,750.00), will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five
13 percent (25%), or six thousand two hundred and fifty dollars and zero cents (\$6,250.00), will be
14 distributed to the Aggrieved Employees (i.e., the PAGA Employee Amount).

15 x. “Aggrieved Employee(s)” means all current and former hourly-paid or non-
16 exempt employees who worked for Defendant within the State of California at any time during the
17 PAGA Period.

18 y. “PAGA Employee Amount” means the amount of six thousand two hundred
19 and fifty dollars and zero cents (\$6,250.00), i.e., 25% of the PAGA Amount, to be distributed to
20 Aggrieved Employees on a *pro rata* basis based on their PAGA Pay Periods.

21 z. “PAGA Period” means the period from November 14, 2022, until the date of
22 the Court’s order granting preliminary approval of the Settlement Agreement.

23 aa. “PAGA Settlement” means the settlement and resolution of all Released PAGA
24 Claims.

25 bb. “PAGA Pay Periods” means the number of weeks each Aggrieved Employee
26 worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA
27 Period. PAGA Pay Periods will be calculated by the Settlement Administrator based on the Class List
28 Defendant provides to the Settlement Administrator. Within 15 calendar days of the Settlement

1 Administrator's receipt of the Class List, or as otherwise agreed to by Defense Counsel, the Settlement
2 Administrator will calculate the PAGA Pay Periods.

3 cc. "Preliminary Approval" means the date on which the Court enters the
4 Preliminary Approval Order.

5 dd. "Preliminary Approval Order" means the order granting preliminary approval
6 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
7 the Court.

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

22 ff. "Released PAGA Claims" means any and all claims arising from any of the
23 factual allegations in the PAGA Letter and Operative Complaint, or causes of action which were
24 alleged or which could have been alleged based on the factual allegations in the Operative Complaint,
25 arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004,
26 California Labor Code Sections 2698 *et seq.* "Released PAGA Claims" include all claims for
27 attorneys' fees and costs related thereto, for Defendant's alleged failure to pay overtime and minimum
28 wages, provide compliant meal and rest periods and associated premium payments, timely pay wages

1 during employment and upon termination, provide compliant wage statements, maintain complete and
2 accurate payroll records, and reimburse necessary business-related expenses in violation of California
3 Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1,
4 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage
5 Order 9-2001.

6 gg. “Released Parties” means Defendant and its current and former officers,
7 directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and
8 assigns.

9 hh. “Request for Exclusion” means a letter submitted by a Class Member indicating
10 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
11 of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and
12 last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class
13 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
14 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

15 ii. “Response Deadline” means the deadline by which Class Members must submit
16 a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that
17 is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement
18 Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which
19 case the Response Deadline will be extended to the next day on which the United States Postal service
20 is open. The Response Deadline may also be extended by express agreement between Class Counsel
21 and Defendant’s Counsel. In the event that a Class Notice is re-mailed to a Class Member after having
22 been returned undeliverable to the Settlement Administrator, the Response Deadline for that Class
23 Member shall be extended fifteen (15) calendar days from the original Response Deadline.

24 jj. “Settlement Administrator” means ILYM Group, Inc., or any other third-party
25 class action settlement administrator agreed to by the Parties and approved by the Court for purposes
26 of administering the Settlement. The Parties and their counsel each represent that they do not have
27 any financial interest in the Settlement Administrator or otherwise have a relationship with the
28 Settlement Administrator that could create a conflict of interest.

1 the right to contest certification of any class for any reasons, and reserves all available defenses to
2 contest class certification.

3 **TERMS OF THE AGREEMENT**

4 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
5 forth herein, the Parties agree, subject to the Court's approval, as follows:

6 9. **Attorneys' Fees and Costs.** Defendant agrees not to oppose or impede any application
7 or motion by Class Counsel for attorneys' fees in the amount up to thirty five percent (35%) of the
8 Gross Settlement Amount (i.e., \$87,500.00 if the Gross Settlement Amount is \$250,000.00) and
9 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
10 of the Action, in an amount not to exceed twenty-four thousand dollars and zero cents (\$24,000.00),
11 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all
12 work performed and any and all costs incurred by Class Counsel in connection with the litigation of
13 the Action, including without limitation all work performed and costs incurred to date, and all work
14 to be performed and all costs to be incurred in connection with obtaining the Court's approval of this
15 Settlement Agreement, including any objections raised and any appeals necessitated by those
16 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
17 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
18 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
19 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
20 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

21 10. **Enhancement Payment.** Defendant agrees not to oppose or impede any application or
22 motion by Plaintiff for an Enhancement Payment in the amount up to seven thousand five hundred
23 dollars and zero cents (\$7,500.00). The Enhancement Payment, which will be paid from the Gross
24 Settlement Amount, subject to Court approval, will be in addition to her Individual Settlement
25 Payment as a Settlement Class Member and Individual PAGA Payment as an Aggrieved Employee.
26 Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax
27 purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue
28 an IRS Form 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested

Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

11. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of twenty-five thousand dollars and zero cents (\$25,000.00) shall be allocated from the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$18,750.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$6,250.00, will be distributed to Aggrieved Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period (i.e., the Individual PAGA Payments).

12. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently not to exceed nine thousand dollars and zero cents (\$9,000.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

13. Escalator Clause. Defendant has represented that the Class Members worked a total of 10,231 Workweeks during the period December 11, 2019, to October 22, 2024. If it is determined by the Settlement Administrator that the total number of Workweeks worked by the Class Members during the Class Period exceeds 10,231 by more than 10% (i.e., by more than 11,254 Workweeks),

then Defendant, in its sole discretion, can either choose to: (1) cut off the end date for the Class Period so that no more than 11,254 Workweeks are released, or (2) increase the Gross Settlement Amount on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks increases by 11% to 11,255 Workweeks, then the Gross Settlement Amount will increase by 1%.

14. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows:

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield each Class Member's estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement.

b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to each Settlement Class Member's final Individual Settlement Share.

15. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the Aggrieved Employees' number of PAGA Pay Periods, as follows: The Settlement Administrator will divide 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 multiply each Aggrieved Employee's individual PAGA Pay Periods by the PAGA Pay Period Value to yield each Aggrieved Employee's Individual PAGA Payment.

16. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties and non-wage damages. The 20% portion allocated to wages will be reported on an IRS Form W-2 and the 80% portion allocated to penalties, and non-wage damages will be

1 reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement
2 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
3 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
4 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes
5 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross
6 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
7 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

8 17. Administration of Taxes by the Settlement Administrator. The Settlement
9 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, Aggrieved
10 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
11 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
12 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
13 taxes and other legally required withholdings to the appropriate government authorities.

14 18. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not
15 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
16 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
17 Class Members, and Aggrieved Employees are not relying on any statement, representation, or
18 calculation by Defendant, Defendant's Counsel, the Settlement Administrator, or Class Counsel in this
19 regard. Plaintiff, Settlement Class Members, and Aggrieved Employees understand and agree that
20 Plaintiff, Settlement Class Members, and Aggrieved Employees will be solely responsible for the
21 payment of any taxes and penalties assessed on the payments described in this Settlement Agreement.
22 Plaintiff, Settlement Class Members, and Aggrieved Employees should consult with their tax advisors
23 concerning the tax consequences of any payment they receive under the Settlement.

24 19. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
25 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
26 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
27 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
28 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE

1 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS
2 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
3 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
4 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
5 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
6 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
7 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
8 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
9 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
10 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
11 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
12 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
13 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
14 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX
15 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
16 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR
17 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
18 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

19 20. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
20 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
21 are issued to the payee. It is expressly understood and agreed that payments made under this
22 Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any Aggrieved
23 Employee to additional compensation or benefits under any new or additional compensation or
24 benefits, or any bonus, contest, or other compensation or benefit plan or agreement in place during the
25 Class Period, nor will it entitle Plaintiff, Settlement Class Members, or any Aggrieved Employee to
26 any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits
27 (notwithstanding any contrary language or agreement in any benefit or compensation plan document
28 that might have been in effect during the Class Period).

1 21. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

2 Upon execution of this Settlement Agreement, Plaintiff will obtain a hearing date from the Court for
3 Plaintiff's motion for preliminary approval of the Settlement, which Plaintiff and Class Counsel will
4 be responsible for drafting, and will submit this Settlement Agreement to the Court in support of said
5 motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion
6 before filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval
7 of the Settlement provided the motion is consistent with this Settlement Agreement. By way of said
8 motion, Plaintiff will apply for the entry of the Preliminary Approval Order seeking the following:

- 9 a. Conditionally certifying the Class for settlement purposes only;
10 b. Granting Preliminary Approval of the Settlement;
11 c. Preliminarily appointing Plaintiff as the representative of the Class;
12 d. Preliminarily appointing Class Counsel as counsel for the Class;
13 e. Approving as to form and content, the mutually-agreed upon and proposed
14 Class Notice and directing its mailing by First Class U.S. Mail;
15 f. Approving the manner and method for Class Members to request exclusion
16 from or object to the Class Settlement as contained herein and within the Class Notice;
17 g. Scheduling a Final Approval Hearing at which the Court will determine whether
18 Final Approval of the Settlement should be granted.

19 22. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
20 Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary
21 approval of the Settlement.

22 23. Delivery of Class List. Within thirty (30) calendar days of Preliminary Approval, or
23 as otherwise agreed by Defense Counsel, Class Counsel, and the Settlement Administrator, Defendant
24 will provide the Class List to the Settlement Administrator.

25 24. Notice by First-Class U.S. Mail.

- 26 a. Within seven (7) calendar days after receiving the Class List from Defendant,
27 the Settlement Administrator will perform a search based on the National Change of Address Database
28 or any other similar services available, such as provided by Experian, for information to update and

1 correct for any known or identifiable address changes, and will mail a Class Notice in English (in the
2 form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S.
3 Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

4 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
5 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
6 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
7 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
8 attempt to determine the correct address using a skip-trace or other search, using the name, address,
9 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
10 calendar days.

11 c. Compliance with the procedures described herein above shall constitute due and
12 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
13 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to
14 provide notice of the Settlement.

15 25. Disputes Regarding Workweeks and/or PAGA Pay Periods. Class Members will have
16 an opportunity to dispute the number of Workweeks and/or PAGA Pay Periods to which they have
17 been credited, as reflected in their respective Class Notices, by submitting a timely and valid
18 Workweeks Dispute to the Settlement Administrator, by mail, postmarked on or before the Response
19 Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to
20 determine whether a Workweeks Dispute has been timely submitted. Absent evidence rebutting the
21 accuracy of Defendant's records and data as they pertain to the number of Workweeks and/or PAGA
22 Pay Periods to be credited to a disputing Class Member, Defendant's records will be presumed to be
23 correct and determinative of the dispute. However, if a Class Member produces information and/or
24 documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the
25 Class Member and the Settlement Administrator will resolve and determine the number of eligible
26 Workweeks and/or PAGA Pay Periods that the disputing Class Member should be credited with under
27 the Settlement. The Settlement Administrator's decision on such disputes will be final and non-
28 appealable.

1 26. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
2 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
3 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
4 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
5 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
6 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
7 submitted, and also identify the individuals who have submitted a timely and valid Request for
8 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
9 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
10 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
11 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
12 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
13 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
14 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
15 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
16 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
17 Final Approval to the Settlement. Notwithstanding the above, all Aggrieved Employees will be bound
18 to the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether
19 they submit a Request for Exclusion. If the number of valid Requests for Exclusion identified
20 represents ten percent (10%) of the total of all Settlement Class Members, Defendant will have the
21 right, in its sole discretion, to rescind the Settlement, and the Settlement and all actions taken in its
22 furtherance, will be null and void. Defendant must notify Class Counsel and the Court of its election
23 to withdraw no later than fifteen (15) business days after the Settlement Administrator notifies the
24 Parties of the number of Class Members who have submitted timely and valid Requests for Exclusion
25 following the Response Deadline. If Defendant exercises the right to rescind, it will be responsible for
26 the costs of administration of the Settlement incurred through that time. Otherwise, the Gross
27 Settlement Amount (or any portions thereof) shall be returned/refunded to Defendant.

28 27. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class

Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Notice of Objection has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the number of Notices of Objection that are submitted (specifying which ones were timely and complete and which were not), and also attach them to a declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.

28. Reports by the Settlement Administrator. The Settlement Administrator shall provide weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed Class Notices; (ii) the number of Class Members who have submitted Workweeks Disputes; (iii) the number of Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will provide to counsel for the Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested, and immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a Workweeks Dispute.

29. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

30. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for: (a) Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final

1 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
2 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
3 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion
4 before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final
5 Approval Order and Judgment, which will provide for, in substantial part, the following:

6 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
7 consummation of its terms and provisions;

8 b. Certification of the Settlement Class;

9 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

10 d. Approval of the application for Enhancement Payment to Plaintiff;

11 e. Directing Defendant to fund all amounts due under the Settlement Agreement
12 and ordered by the Court; and

13 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
14 conformity with California Rules of Court 3.769 and the Settlement Agreement.

15 31. Funding of the Gross Settlement Amount. Defendant will deposit the Gross Settlement
16 Amount into a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section
17 1.468B-1, *et seq.*, to be established by the Settlement Administrator as set forth below. Defendant
18 shall also provide all information necessary for the Settlement Administrator to calculate necessary
19 payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and
20 other information requested by the Settlement Administrator, no later than fifteen (15) business days
21 after the Effective Date, or Defendant fully funds the Gross Settlement Amount, whichever is later.

22 a. ***If the Escalator Provision (Section 13) is not triggered,*** then Defendant shall
23 fund the Gross Settlement Amount in nine (9) installments as follows: i)
24 Defendant will make the first payment of twenty-seven thousand and seven
25 hundred and seventy-seven dollars and seventy-eight cents (\$27,777.78) no
26 later than February 28, 2025; ii) Defendant will make the second payment of
27 twenty-seven thousand and seven hundred and seventy-seven dollars and
28 seventy-eight cents (\$27,777.78) no later than April 30, 2025; iii) Defendant
will make the third payment of twenty-seven thousand and seven hundred and

seventy-seven dollars and seventy-eight cents (\$27,777.78) no later than July 31, 2025; iv) ii) Defendant will make the fourth payment of twenty-seven thousand and seven hundred and seventy-seven dollars and seventy-eight cents (\$27,777.78) no later than October 31, 2025; v) Defendant will make the fifth payment of twenty-seven thousand and seven hundred and seventy-seven dollars and seventy-eight cents (\$27,777.78) no later than December 31, 2025; vi) Defendant will make the sixth payment of twenty-seven thousand and seven hundred and seventy-seven dollars and seventy-eight cents (\$27,777.78) no later than April 30, 2026; vii) Defendant will make the seventh payment of twenty seven thousand and seven hundred and seventy-seven dollars and seventy-eight cents (\$27,777.78) no later than July 31, 2026; viii) Defendant will make the eighth payment of twenty-seven thousand and seven hundred and seventy-seven dollars and seventy-seven cents (\$27,777.77) no later than October 31, 2026; vi) Defendant will make the final payment of twenty-seven thousand and seven hundred and seventy-seven dollars and seventy-seven cents (\$27,777.77) no later than January 31, 2027.

b. ***If the Escalator Provision (Section 13) is triggered***, then, upon preliminary approval, Defendant shall make the remaining installment payments in equal amounts adjusted upwards to fully fund the updated Gross Settlement Amount no later than January 31, 2027, on the dates set forth in Paragraph 31(a) above, which have not yet occurred.

c. ***Refund/Return of Payments to Defendant if the Effective Date is Not Triggered***. In the event the Effective Date is not triggered, the Gross Settlement Amount (or any portions thereof), shall be returned/refunded to Defendant.

32. **Distribution of the Gross Settlement Amount**. Within five (5) business days of the funding of the first half Gross Settlement Amount (i.e. after receipt of Defendant's first five installment payments as outlined in Section 31) 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

1 LWDA, half of the Enhancement Payment to Plaintiffs, half of the Attorneys' Fees and Costs to Class
2 Counsel, and half of the Settlement Administration Costs to itself.

3 Within five (5) business days of the funding of the last deposit of the Gross Settlement Amount
4 (as outlined in Section 31) or Effective Date, whichever is later, the Settlement Administrator will
5 issue the remaining half of the Individual Settlement Payments to Settlement Class Members, the
6 remaining half of the Individual PAGA Payments to PAGA Employees, the remaining half of the
7 LWDA Payment to the LWDA, the remaining half of the Enhancement Payment to Plaintiffs, the
8 remaining half of the Attorneys' Fees and Costs to Class Counsel, and the remaining half of Settlement
9 Administration Costs to itself.

10 The Settlement Administrator shall also set aside the Employer Taxes and all employee-side
11 payroll taxes, contributions, and withholding, and timely forward these to the appropriate government
12 authorities.

13 33. Settlement Checks. The Settlement Administrator will be responsible for undertaking
14 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
15 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
16 Aggrieved Employees in accordance with this Settlement Agreement. When issuing payments, the
17 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
18 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
19 Members and Aggrieved Employees are not required to submit a claim to be issued an Individual
20 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
21 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
22 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
23 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
24 of California's Unclaimed Property Fund in the name of the Settlement Class Member and/or
25 Aggrieved Employee. The Parties agree that this disposition results in no "unpaid residue" under
26 California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to
27 Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant
28 will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake

1 amended and/or supplemental tax filings and reporting required under applicable local, state, and
2 federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment
3 and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement
4 Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and Aggrieved
5 Employees whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by
6 the PAGA Settlement.

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

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

14 36. Plaintiff's General Release. Upon the full funding of the Gross Settlement Amount,
15 Plaintiff, individually and on her own behalf, will be deemed to have fully, finally, and forever
16 released, settled, compromised, relinquished, and discharged the Released Parties from any and all
17 claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages,
18 or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected,
19 asserted or unasserted, which Plaintiff, at any time of execution of this Settlement Agreement, had or
20 claimed to have or may have, including but not limited to any and all claims arising out of, relating to,
21 or resulting from her employment and/or separation of employment with the Released Parties,
22 including any claims arising under any federal, state, or local law, statute, ordinance, rule, or regulation
23 or Executive Order relating to employment, including, but in no way limited to, any claim under Title
24 VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981; the Americans with Disabilities
25 Act; the Family and Medical Leave Act; the Employee Retirement Income Security Act; the California
26 Family Rights Act; the California Fair Employment and Housing Act; all claims for wages or penalties
27 under the Fair Labor Standards Act; all claims for wages or penalties under the California Labor Code;
28 Business and Professions Code sections 17200 *et seq.*; all laws relating to violation of public policy,

1 retaliation, or interference with legal rights; any and all other employment or discrimination laws;
2 whistleblower claims; any tort, fraud, or constitutional claims; and any breach of contract claims or
3 claims of promissory estoppel. It is agreed that this is a general release and is to be broadly construed
4 as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does
5 not include a release of any claims that cannot be released hereunder by law. Plaintiff understands
6 and expressly agrees that this Settlement Agreement extends to claims that she has against Defendant,
7 of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past,
8 present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on
9 or before the execution of this Settlement Agreement. Any and all rights granted under any state or
10 federal law or regulation limiting the effect of this Settlement Agreement, including the provisions of
11 Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of
12 the California Civil Code reads as follows:

13 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
14 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
15 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
16 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
17 **THE DEBTOR OR RELEASED PARTY.**

18 37. Final Approval Order and Judgment. The Parties shall provide the Settlement
19 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
20 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
21 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
22 Class will be required.

23 38. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
24 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
25 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
26 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
27 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
28 Settlement Agreement.

1 39. Effects of Termination or Rescission of Settlement. Termination or rescission of the
2 Settlement Agreement shall have the following effects:

3 a. The Settlement Agreement shall be void and shall have no force or effect, and
4 no Party shall be bound by any of its terms;

5 b. In the event the Settlement Agreement is terminated, Defendant shall have no
6 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
7 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
8 Administrator is notified that the Settlement has been terminated;

9 c. The Preliminary Approval Order, Final Approval Order and Judgment,
10 including any order certifying the Class, shall be vacated;

11 d. The Settlement Agreement and all negotiations, statements, and proceedings
12 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
13 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

14 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
15 statements, or filings in furtherance of the Settlement (including all matters associated with the
16 mediation) shall be admissible or offered into evidence in the Action or any other action for any
17 purpose whatsoever; and

18 f. Any documents generated to bring the Settlement into effect, will be null and
19 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
20 likewise be treated as void from the beginning.

21 40. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
22 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
23 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
24 of action or right herein released and discharged.

25 41. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
26 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
27 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

28 42. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all

1 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
2 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
3 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
4 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),
5 which provide that a written agreement is to be construed according to its terms and may not be varied
6 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
7 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

8 43. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
9 the Action (including with respect to California Code of Civil Procedure § 583.310), except such
10 proceedings necessary to implement and complete this Settlement Agreement, pending the Final
11 Approval Hearing to be conducted by the Court.

12 44. Amendment or Modification. Prior to the filing of the motion for preliminary approval
13 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
14 except by written agreement signed by counsel for all Parties. After the filing of the motion for
15 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
16 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
17 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
18 constitute a waiver of any other provision.

19 45. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
20 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
21 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
22 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
23 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
24 full authority to enter into this Settlement Agreement, and further intend that this Settlement
25 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
26 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
27 confidentiality provisions that otherwise might apply under state or federal law.

28 46. Signatories. It is agreed that because the members of the Class are so numerous, it is
impossible or impractical to have each Settlement Class Member or Aggrieved Employee execute this
Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the

1 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
2 as to the Aggrieved Employees, and the releases provided for by this Settlement Agreement shall have
3 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
4 Member and Aggrieved Employee.

5 47. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
6 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

7 48. California Law Governs. All terms of this Settlement Agreement and attached exhibits
8 hereto will be governed by and interpreted according to the laws of the State of California.

9 49. Execution and Counterparts. This Settlement Agreement is subject only to the
10 execution of all Parties. However, this Settlement Agreement may be executed in one or more
11 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
12 copies of the signature page, will be deemed to be one and the same instrument.

13 50. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
14 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
15 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
16 account all relevant factors, present and potential. The Parties further acknowledge that they are each
17 represented by competent counsel and that they have had an opportunity to consult with their counsel
18 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
19 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
20 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
21 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

22 51. Invalidity of Any Provision. Before declaring any provision of this Settlement
23 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
24 possible consistent with applicable precedents so as to define all provisions of this Settlement
25 Agreement valid and enforceable.

26 52. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
27 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
28 to implement the Settlement.

1 53. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
2 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
3 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
4 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
5 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
6 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
7 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
8 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
9 construed as an admission or concession by Defendant of any such violations or failures to comply
10 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
11 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
12 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
13 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
14 federal, state, local or other applicable law.

15 54. Confidentiality. Parties and their attorneys will keep the Settlement Agreement
16 confidential through Preliminary Approval. Thereafter, the Parties and their counsel agree that they
17 will not issue any press releases, or initiate any contact with the press, about the fact, amount or terms
18 of the Settlement Agreement. Notwithstanding the above, nothing in this paragraph and/or the
19 confidentiality obligations stated herein, shall not be construed to interfere with Class Counsel's
20 communications with Participating Class Members or limit Class Counsel from complying with
21 ethical obligations under the Agreement, nor will it preclude Plaintiff's Counsel from referring to the
22 settlement in any future Court filings (whether in this case or in other proceedings) in support of its
23 qualifications as counsel. The Parties may also make public statements to the Court as necessary to
24 obtain preliminary or final approval of the Settlement.

25 55. Captions. The captions and paragraph numbers in this Settlement Agreement are
26 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
27 intent of the provisions of this Settlement Agreement.

28 56. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and

1 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
2 construed more strictly against one Party than another merely by virtue of the fact that it may have
3 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
4 negotiations between the Parties, all Parties have contributed equally to the preparation of this
5 Settlement Agreement.

6 57. Representation By Counsel. The Parties acknowledge that they have been represented
7 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
8 that this Settlement Agreement has been executed with the consent and advice of counsel, and
9 reviewed in full.

10 58. All Terms Subject to Final Court Approval. All amounts and procedures described in
11 this Settlement Agreement herein will be subject to final Court approval.

12 59. Notices. All notices, demands, and other communications to be provided concerning
13 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
14 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
15 as follows:

16 To Plaintiff and Class Counsel:

17 Jonathan M. Genish
jgenish@blackstonepc.com
18 Karen I. Gold
kgold@blackstonepc.com
19 Sara Pezeshkpour
Spezeshkpour@blackstonepc.com
20 Marissa A. Mayhood
mmayhood@blackstonepc.com

21 **BLACKSTONE LAW, APC**
8383 Wilshire Boulevard, Suite 745
22 Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

23 To Defendant:

24 Dina Glucksman
dglucksman@grsm.com
25 Jennifer Jambor-Delgado
jjambordelgado@grsm.com

26 **GORDON REES SCULLY MANSUKHANI, LLP**

27 633 West Fifth Street, 52nd Floor,
Los Angeles, CA 90071
28 Tel: (213) 576-5000 / Fax: (213) 680-4470

60. Stipulated Judgment. Defendant shall execute a Stipulated Judgment in the amount of the Gross Settlement Amount at the same time it executes the long-form settlement agreement on a form to be agreed upon by the parties and their counsel, which is attached hereto as "**Exhibit B**".

61. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

PLAINTIFF JULLY MULLINGS

Dated: 02/03/2025


Jully Mullings

DEFENDANT ANTELOPE AMBULANCE SERVICES

Dated: _____

Full Name: _____

Title: _____
On behalf of Antelope Ambulance Services

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: 2/3/2025


Karen I. Gold
Attorneys for Plaintiff Jully Mullings
and Proposed Class Counsel

60. Stipulated Judgment. Defendant shall execute a Stipulated Judgment in the amount of the Gross Settlement Amount at the same time it executes the long-form settlement agreement on a form to be agreed upon by the parties and their counsel, which is attached hereto as **“Exhibit B”**.

61. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

PLAINTIFF JULLY MULLINGS

Dated: _____

Jully Mullings

DEFENDANT ANTELOPE AMBULANCE SERVICES

Dated: February 6, 2025 | 12:42 PM PST

Signed by:

3F8FDB24430C4C8...

Full Name: Doug Cain

Title: Vice President

On behalf of Antelope Ambulance Services

APPROVED AS TO FORM ONLY:

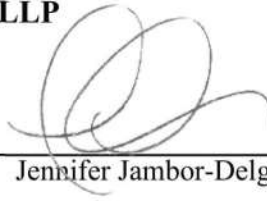
BLACKSTONE LAW, APC

Dated: 2/3/2025



Karen I. Gold
Attorneys for Plaintiff Jully Mullings
and Proposed Class Counsel

**GORDON REES SCULLY MANSUKHANI,
LLP**



Jennifer Jambor-Delgado

*Attorneys for Defendant Antelope Ambulance
Services*

Dated: 2/6/25

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 Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Jilly 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 [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("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 the date of the Court's order granting preliminary approval of the Settlement Agreement.

"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 the date of the Court's order granting preliminary approval of the Settlement Agreement.

"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 [Date of Preliminary Approval], 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 Pay Periods (if applicable) Based on Defendant's Records

According to Defendant's records:

- From _____ through _____ (i.e., the Class Period), you are credited as having worked [_____] Workweeks.
- From _____ through _____ (i.e., the PAGA Period), you are credited as having worked [_____] 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** [Response Deadline].

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 \$ _____. 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 \$ _____ 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. Distribution of the Gross Settlement Amount

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 last deposit of the Gross Settlement Amount (January 31, 2027) or Effective Date, whichever is later, the Settlement Administrator will issue the remaining half of the Individual Settlement Payments to Settlement Class Members, the remaining half of the Individual PAGA Payments to PAGA Employees, the remaining half of the LWDA Payment to the LWDA, the remaining half of the Enhancement Payment to Plaintiffs, the remaining half of the Attorneys’ Fees and Costs to Class Counsel, and the remaining half of 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:

[Settlement Administrator]

[Mailing Address]

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 [Response Deadline]**.

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 [Response Deadline]**.

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 **[date]**, at **[time]**, 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 **[date]** 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.org/casesummary/ui/>.

You may also visit the Settlement Administrator's website at _____ 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: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT B

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

Attorneys for Plaintiff Jully Mullings, individually
and on behalf of others similarly situated
individuals and members of the general public

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

*Assigned for All Purposes to the Honorable
Carolyn B. Kuhl, Dept. SS-12*

**STIPULATION FOR ENTRY OF
JUDGMENT**

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

1 Plaintiff Jully Mullings (“Plaintiff”) and Defendant Antelope Ambulance Services
2 (“Defendant”) (collectively, the “Parties”) stipulate and resolve this matter as follows:

3 1. If Defendant defaults on making the required installment payments to fund the Gross
4 Settlement Amount under Section 31 of the Parties’ Settlement Agreement, Plaintiff and those similarly
5 situated shall have judgment against Defendant in the amount of \$250,000.00 principal, (subject to
6 increase per the escalator clause in section 13 of the Parties’ Settlement Agreement), less any payments
7 made per the payment schedule, as described below.

8 If Plaintiff applies for entry of judgment of the amount listed in paragraph interest shall accrue
9 on the judgment sum at the legal rate of 7 percent per year.

10 2. Plaintiff shall hold this Stipulated Judgment in trust and not file it with the Court (except
11 as an exhibit to the Settlement Agreement) provided that Defendant makes installment payments to the
12 Settlement Administrator, ILYM Group, Inc., as follows: (A) i) Defendant will make the first payment
13 of twenty-seven thousand and seven hundred and seventy-seven dollars and seventy-eight cents
14 (\$27,777.78) no later than February 28, 2025; ii) Defendant will make the second payment of twenty-
15 seven thousand and seven hundred and seventy-seven dollars and seventy-eight cents (\$27,777.78) no
16 later than April 30, 2025; iii) Defendant will make the third payment of twenty-seven thousand and
17 seven hundred and seventy-seven dollars and seventy-eight cents (\$27,777.78) no later than July 31,
18 2025; iv) Defendant will make the fourth payment of twenty-seven thousand and seven hundred and
19 seventy-seven dollars and seventy-eight cents (\$27,777.78) no later than October 31, 2025; v)
20 Defendant will make the fifth payment of twenty-seven thousand and seven hundred and seventy-seven
21 dollars and seventy-eight cents (\$27,777.78) no later than December 31, 2025; vi) Defendant will make
22 the sixth payment of twenty-seven thousand and seven hundred and seventy-seven dollars and seventy-
23 eight cents (\$27,777.78) no later than April 30, 2026; vii) Defendant will make the seventh payment
24 of twenty seven thousand and seven hundred and seventy-seven dollars and seventy-eight cents
25 (\$27,777.78) no later than July 31, 2026; viii) Defendant will make the eighth payment of twenty-seven
26 thousand and seven hundred and seventy-seven dollars and seventy-seven cents (\$27,777.77) no later
27 than October 31, 2026; vi) Defendant will make the final payment of twenty-seven thousand and seven
28 hundred and seventy-seven dollars and seventy-seven cents (\$27,777.77) no later than January 31, 2027

1 or (B) in the event the escalator clause is triggered **and Defendant opts to increase the Gross**
2 **Settlement Amount as set forth in the escalator clause**, on the above dates that remain, in amounts
3 adjusted upward such that the updated amount is fully funded no later than January 31, 2027.

4 3. All payments shall be remitted to the Qualified Settlement Fund ("QSF"), within the
5 meaning of Treasury Regulation Section 1.468B-1, et seq., to be established by the Settlement
6 Administrator, ILYM Group, Inc.

7 4. Except as provided in paragraph 7 below, there shall be no grace period within which
8 to make the payments as specified above.

9 6. Should Defendant make the payments as required in paragraph 2 above, Plaintiff
10 will file with the court a Request for Dismissal of the entire action, with prejudice

11 7. If Defendant fails to make the payments as required in paragraph 2 above, ILYM Group,
12 Inc. shall send notice of default by email to Plaintiff's counsel and Defendant's counsel:
13 dglucksman@grsm.com; jjambordelgado@grsm.com; kgold@blackstonepc.com; and
14 mmayhood@blackstonepc.com. If after 30 days from the date of notice of default, Defendant fails to
15 pay the amount past due, and the Parties do not agree in writing to a further extension, then Plaintiff,
16 without any further notice to Defendant, may apply for entry of judgment for the judgment balance due
17 as set forth in paragraph 1 hereinabove after credit for payments received. The clerk is authorized
18 immediately upon filing of this stipulation and the declaration of default to enter judgment in favor of
19 Plaintiff and against Defendant in the full amount of the balance due as described in the declaration,
20 plus interest at the rate of 7 percent per year from the date of default.

21 8. The undersigned parties hereby warrant that they are authorized on behalf of Plaintiff
22 and/or Defendant to enter into this stipulation for entry of judgment.

23 9. Time is of the essence with respect to this stipulation.

24 10. The obligations of this stipulation shall be binding on the Defendant and his respective
25 successors and assigns.

26 **PLAINTIFF JULLY MULLINGS**

27
28 Dated: 02/03/2025


Jully Mullings

DEFENDANT ANTELOPE AMBULANCE SERVICES

Dated: _____

Full Name: _____

Title: _____
On behalf of Antelope Ambulance Services

DATED: February 3, 2025

BLACKSTONE LAW, APC

By: 
Karen I. Gold, Esq.
Sara Pezeshkpour, Esq.

Marissa A. Mayhood, Esq.

*Attorneys for Plaintiff Jully Mullings,
individually and on behalf of others similarly
situated individuals and members of the general
public*

DATED: February 3, 2025

GORDON REES SCULLY MANSUKHANI, LLP

By: _____
Jennifer Jambor-Delgado, Esq.

*Attorneys for Defendant, Antelope Ambulance
Service*

DEFENDANT ANTELOPE AMBULANCE SERVICES

Dated: February 3, 2025 | 4:20 PM PST

Signed by:

Doug Cain

3F8FDB24430C4C8...

Full Name: Doug Cain

Title: Vice President

On behalf of Antelope Ambulance Services

DATED: February 3, 2025

BLACKSTONE LAW, APC

By:

Karen Gold

Karen I. Gold, Esq.

Sara Pezeshkpour, Esq.

Marissa A. Mayhood, Esq.

*Attorneys for Plaintiff Jilly Mullings,
individually and on behalf of others similarly
situated individuals and members of the general
public*

DATED: February 5, 2025

**GORDON REES SCULLY MANSUKHANI,
LLP**

By:

Jennifer Jambor-Delgado, Esq.

*Attorneys for Defendant, Antelope Ambulance
Service*

EXHIBIT 2

Karen I. Gold (State Bar No. 258360)
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Sara Pezeshkpour (State Bar No. 260240)
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Attorneys for Plaintiff Jully Mullings

**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] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: July 17, 2025
Time: 10:30 a.m.
Dept.: SS12

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

FILED
Superior Court of California
County of Los Angeles
07/17/2025
David W. Slayton, Executive Officer / Clerk of Court
By: L. McGreene Deputy

~~[PROPOSED]~~ ORDER

On July 17, 2025, at 10:30 a.m. in Department SS12 of the above-captioned Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiff Jilly Mullings' ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement came on for hearing before the Honorable Carolyn B. Kuhl. Blackstone Law, APC appeared on behalf of Plaintiff and Gordon Rees Scully Mansukhani, LLP appeared on behalf of Defendant Antelope Ambulance Service ("Defendant").

The Court, having carefully considered the papers, the argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 3 to the Declaration of Karen I. Gold in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement was reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Payment, LWDA Payment, Settlement Administration Costs,
3 and payments to the Settlement Class Members and Aggrieved Employees provided for in the Settlement
4 Agreement, appear to be within the range of reasonableness of a settlement that could ultimately be given
5 final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted
6 as part of the Settlement and preliminarily finds that the monetary settlement awards made available to
7 the Class Members and Aggrieved Employees are fair, adequate, and reasonable when balanced against
8 the risks of further litigation relating to certification, liability, and damages issues and are consistent with
9 the requirements of California Labor Code § 2699(1).

10 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
11 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the
12 Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b)
13 common questions of law and fact predominate, and there is a well-defined community of interest
14 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's claims
15 are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately protect the
16 interests of the members of the Class; (e) a class action is superior to other available methods for the
17 efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiff
18 in her individual capacity and as the representative of the Class.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
20 follows:

21 All current and former hourly-paid or non-exempt employees who worked for
22 Defendant within the State of California at any time during the Class Period.

23 7. The Court provisionally appoints Jonathan M. Genish, Karen I. Gold, Sara Pezeshkpour,
24 and Marissa A. Mayhood of Blackstone Law, APC as counsel for the Class ("Class Counsel").

25 8. The Court provisionally appoints Plaintiff Jully Mullings as the representative of the
26 Class ("Class Representative").

27 9. The Court provisionally appoints ILYM Group, Inc. to handle the administration of the
28 Settlement ("Settlement Administrator").

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1 10. Within thirty (30) calendar days after entry of this Order, Defendant will provide the
2 Settlement Administrator with the following information from its records about each Class Member: (1)
3 full name; (2) last known mailing address; (3) Social Security number; (4) dates worked during the Class
4 Period; and (5) such other information as is necessary for the Settlement Administrator to calculate
5 Workweeks and PAGA Pay Periods (collectively referred to as the “Class List”) in conformity with the
6 Settlement Agreement.

7 11. The Court approves, both as to form and content, the Notice of Class Action Settlement
8 (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members in
9 the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to fully
10 and accurately inform the Class Members of all material elements of the Settlement, of Class Members’
11 right to be excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members’
12 right to dispute the Workweeks credited to each of them by submitting a Workweeks Dispute, and of each
13 Settlement Class Member’s right and opportunity to object to the Class Settlement by submitting a Notice
14 of Objection to the Settlement Administrator. The Court further finds that distribution of the Class Notice
15 substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all
16 other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process
17 and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the
18 Settlement Administrator to mail the Class Notice by First-Class U.S. Mail to all Class Members within
19 seven (7) calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement
20 Agreement.

21 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
22 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose
23 to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity with the
24 requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or before the
25 date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement
26 Administrator to Class Members (“Response Deadline”). In the event that a Class Notice is re-mailed to
27 a Class Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar
28 days from the original Response Deadline. Any such person who timely and validly chooses to opt out

of, and be excluded from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or comment thereon. Nevertheless, all Aggrieved Employees will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. To the extent a Class Member does not submit a timely and valid Request for Exclusion (i.e., Settlement Class Member), such Class Member shall be bound by the Settlement Agreement and any final judgment based thereon.

13. A Final Approval Hearing shall be held before this Court on Dec. 18, 2025 at 10:30 am at _____ a.m./p.m. in Department SS12 of the Los Angeles Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of this action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and Aggrieved Employees; and determine whether to approve the requests for the Attorneys' Fees and Costs, Enhancement Payment, Settlement Administration Costs, and allocation for the PAGA Amount.

14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by 16 court days prior to the hearing, to be heard at the Final Approval Hearing.

15. To object to the Class Settlement, a Settlement Class Member must submit their Notice of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of Objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection. Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.

16. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to

1 become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the
2 parties shall revert back to their respective positions as of before entering into the Settlement Agreement.
3 The fact that the Court certified the Class for settlement purposes shall not be admissible or have any
4 bearing on the issue of whether any class should be certified in a non-settlement context.

5 17. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing
6 and any dates provided for in the Settlement Agreement without further notice to the Class Members and
7 retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

8 **IT IS SO ORDERED.**

9 07/17/2025

10 Dated: _____



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge

The Honorable Carolyn B. Kuhl
Judge of the Superior Court

EXHIBIT 1

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 Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff July 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 [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("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 the date of the Court's order granting preliminary approval of the Settlement Agreement.

"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 the date of the Court's order granting preliminary approval of the Settlement Agreement.

"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 [Date of Preliminary Approval], 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 Pay Periods (if applicable) Based on Defendant's Records

According to Defendant's records:

- From [redacted] through [redacted] (i.e., the Class Period), you are credited as having worked [redacted] Workweeks.
- From [redacted] through [redacted] (i.e., the PAGA Period), you are credited as having worked [redacted] 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 [Response Deadline]**.

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 \$ [redacted]. 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 \$ [redacted] 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. Distribution of the Gross Settlement Amount

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 last deposit of the Gross Settlement Amount (January 31, 2027) or Effective Date, whichever is later, the Settlement Administrator will issue the remaining half of the Individual Settlement Payments to Settlement Class Members, the remaining half of the Individual PAGA Payments to PAGA Employees, the remaining half of the LWDA Payment to the LWDA, the remaining half of the Enhancement Payment to Plaintiffs, the remaining half of the Attorneys’ Fees and Costs to Class Counsel, and the remaining half of 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:

[Settlement Administrator]

[Mailing Address]

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 [Response Deadline]**.

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 [Response Deadline]**.

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 **[date]**, at **[time]**, 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 **[date]** 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.org/casesummary/ui/>.

You may also visit the Settlement Administrator’s website at **[redacted]** 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: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 3

- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.

- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to

PAGA.

- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-*

profit organization, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.

- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class

and PAGA action.

- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of

representative wage and hour action pursuant to PAGA.

- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court,

Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 4

Jonathan M. Genish

<u>Date</u>	<u>Description</u>	<u>Time Spent</u>
11/1/2023	Pre-lawsuit investigation regarding class certification elements and the merits of Plaintiff's claims and the claims of the putative class	4.50
11/2/2023	Research Def	3
2/1/2024	Internal communications and review of case information	1.70
10/21/2024	Internal communications regarding Def's financial circumstances	0.90
10/22/2024	Prepare for and attend mediation	10.10
	TOTAL:	20.20 hours

Karen I. Gold

<u>Date</u>	<u>Description</u>	<u>Time Spent</u>
2/1/2024	Review case file; Strategize re: case strategy	2.10
2/6/2024	Strategize re: case strategy	0.50
4/18/2024	Strategize re: case strategy and mediation; follow-up re: same	1.10
5/21/2024	Correspondence with OC re: mediation and pending issues	0.40
5/23/2024	Follow-up correspondence with OC re: mediation and pending issues	0.30
6/6/2024	Call and correspondence with OC re: mediation	0.50
6/10/2024	Emails re: mediation	0.20
6/11/2024	Strategize re: discovery	0.50
7/2/2024	Correspondence with OC re: mediation and pending issues	0.20
7/3/2024	Correspondence with OC re: mediation and pending issues	0.30
9/9/2024	Strategize with consultant and team re: issue with the data; calls and emails re: same.	1.50
9/23/2024	Legal research re: various pending issues in preparation for mediation	2.40
10/16/2024	Review data issues; strategize with team and consultant re: same	2
10/17/2024	Review and revise mediation brief and exhibits	3.50
10/17/2024	Pre-mediation call with mediator; prepare for same. Study data, documents, and draft brief.	1.80
10/21/2024	Mediation prep; conversations with consultant and team	2.50
10/21/2024	Review research re: Proposition 11/the Emergency Ambulance Employees Safety and Preparedness Act; Continue researching same	3.20
10/21/2024	Review financial documents re: financial hardship; strategize with CFO and CEO re: same	2.60
10/22/2024	Finalize mediation prep; mediation; follow-up conversations and strategy discussions	11.50
10/25/2024	Post-settlement strategy discussions and updates	1.50
12/5/2024	Review draft Notice of Settlement; Stipulated Judgment; Notice and Settlement Agreement; provide feedback re: same.	2.70
7/17/2025	Appear at Motion for Preliminary Approval at judge's request; brief preparation for same. Follow-up call with team and emails re: same.	1.90
	TOTAL:	43.20 hours

Sara Pezeshkpour

<u>Date</u>	<u>Description</u>	<u>Time Spent</u>
3/7/2025	Draft MPA papers	8.50
	TOTAL:	8.50 hours

Marissa A. Mayhood

<u>Date</u>	<u>Description</u>	<u>Time Spent</u>
11/8/2023	Review and respond to case assignment email	0.10
11/9/2023	Draft & send records request letter	0.10
11/13/2023	Review and finalize PAGA Letter and review client interview	0.20
12/11/2023	Draft, finalize, and file class action complaint	2.30
12/13/2023	Receipt and review conformed copies including the case assignment	0.10
12/13/2023	Email to team to initiate service of complaint and case initiating documents	0.10
12/22/2023	Receipt and review of minute order and status conference order	0.10
12/28/2023	Email to team to calendar deadlines in minute order and status conference order and initiate personal service of those documents	0.10
1/8/2024	Review and revise first amended complaint	0.60
1/9/2024	Review and respond to email from opposing counsel about deadline to respond to the complaint	0.10
1/10/2024	Email to opposing counsel to set up call before case management conference	0.10
1/10/2024	Review and respond to multiple emails from opposing counsel discussing call, FAC, and extension to deadline to respond to complaint. Send team's invite for call	0.20
1/16/2024	Call with opposing counsel	0.20
1/16/2024	Research potential mediators and confirming email regarding meet and confer call	0.20
1/17/2024	Review and respond to opposing counsel's email regarding CaseAnywhere	0.10
1/18/2024	Respond to team about filing of FAC	0.10
1/18/2024	Email to opposing counsel requesting permission to serve FAC by NAR	0.10
1/18/2024	Review and respond to opposing counsel's email about mediators	0.10
1/18/2024	Emails to mediators' case managers for availability	0.10
1/18/2024	Receipt and review emails from mediators' case managers	0.10
1/18/2024	Multiple emails to opposing counsel regarding mediators' availability and timing of mediation	0.20
1/18/2024	Receipt and review notice of appearance	0.10
1/23/2024	Email to opposing counsel with request for informal discovery in advance of the mediation	0.20
1/23/2024	Separate email to opposing counsel to follow up on the selection of a mediator and timing of mediation	0.10
1/25/2024	Second follow up email to opposing counsel so ISC statement can be updated	0.10
1/26/2024	Review and respond to multiple emails regarding the timing of mediation, production of informal discovery, and selection of a mediator	0.20
1/29/2024	Receipt and review of opposing counsel's email	0.10

2/1/2024	Response to opposing counsel's 1/29/24 email	0.10
2/1/2024	Draft ISC Statement and send to opposing counsel for review	0.30
2/1/2024	Review opposing counsel's edits to ISC statement	0.10
2/6/2024	Receipt and review of mediator's email	0.10
2/6/2024	Further revise ISC statement and send revisions to opposing counsel	0.20
2/6/2024	Receipt and review of notes regarding AC's call with plaintiff and respond	0.10
2/6/2024	Review further changes by opposing counsel to ISC statement and finalize statement	0.10
2/13/2024	Status update to Plaintiff	0.10
2/14/2024	Interview with PCM	1.20
2/15/2024	Interview with another PCM	0.90
2/16/2024	Email Dept. 12 about e-service provider	0.10
2/16/2024	Upload ISC Statement on CaseAnywhere	0.10
2/16/2024	Remote appearance at ISC	0.10
2/16/2024	Email to team to calendar new deadlines and provide hearing memo	0.10
2/16/2024	Email to opposing counsel regarding stipulation to treat informal discovery as formal discovery if mediation is not successful	0.10
3/22/2024	Email to team regarding case management and strategy	0.10
4/8/2024	Email to opposing counsel following up on the status of producing the informal discovery	0.10
4/18/2024	Receipt and review of email from new handling attorney and response	0.20
4/19/2024	Follow up email to opposing counsel	0.10
4/22/2024	Receipt and response to emails from opposing counsel regarding rescheduling the mediation	0.20
4/26/2024	Further correspondence with opposing counsel regarding scheduling the new mediation date	0.10
4/30/2024	Receipt and response to opposing counsel's emails and attempts to secure new mediation date	0.10
5/1/2024	Emails with opposing counsel to put in a second request for mediation with Jeff Ross	0.10
5/8/2024	Email to opposing counsel regarding informal production	0.10
5/10/2024	Receipt and respond to multiple emails to schedule call with opposing counsel	0.10
5/15/2024	Call with opposing counsel	0.30
5/16/2024	Confirming email to opposing counsel	0.10
5/20/2024	Receipt and review of opposing counsel's email	0.10
6/3/2024	Review and respond to further emails regarding mediator selection	0.10
6/17/2024	Email to opposing counsel regarding mediator's availability	0.10
7/3/2024	Receipt and review of mediator's email	0.10
7/3/2024	Email to team to assign tasks for upcoming mediation	0.10
7/11/2024	Receipt, brief review, and response to opposing counsel's email with discovery production	0.20
7/22/2024	Follow up email to opposing counsel regarding informal discovery and review their response	0.10
8/5/2024	Receipt and response to opposing counsel's response regarding the informal discovery	0.10
8/29/2024	Secure and coordinate services of expert for mediation	0.10
8/30/2024	Receipt and brief review of second informal discovery production	0.10

9/9/2024	Multiple emails with expert regarding the data	0.10
9/11/2024	Email to opposing counsel regarding pay and time data	0.10
10/4/2024	Review and respond to opposing counsel's email regarding the pay codes for the pay data	0.10
10/8/2024	Research regarding Defendant's potential financial issues	0.20
10/9/2024	Call with expert	0.40
10/10/2024	Call with opposing counsel	0.30
10/11/2024	Receipt and review of expert's damages analysis	0.50
10/11/2024	Research Proposition 11 & the Emergency Ambulance Employees Safety and Preparedness Act	3.10
10/11/2024	Review informal production and create evidence chart	2.30
10/12/2024	Draft Mediation Brief	5.20
10/14/2024	Draft and finalize PCM 1 declaration	0.30
10/15/2024	Receipt and review of expert's email	0.10
10/15/2024	Draft and finalize PCM 2 declaration	0.30
10/15/2024	Draft and finalize Plaintiff declaration	0.30
10/15/2024	Emails to expert and review of responses	0.20
10/15/2024	Further revisions to mediation brief and compilation of exhibits	1.40
10/16/2024	Call with expert and more emails with expert	0.20
10/17/2024	Further comments and revision of mediation brief	0.20
10/17/2024	Finalize mediation brief and exhibits	0.30
10/18/2024	Email to team in preparation for mediation	0.20
10/21/2024	Receipt and review of opposing counsel's email with financial statements and additional company policies	0.50
10/22/2024	Attend mediation; research of issues; calls to witnesses and plaintiff; follow-up conversations and strategy discussions; revise and finalize MOU	10
10/25/2024	Contact TPAs for class action administration quotes	0.20
10/25/2024	Update Plaintiff on the status of case	0.10
10/28/2024	Email to opposing counsel with TPA quotes	0.10
11/14/2024	Draft notice of settlement, class notice, stipulated judgement, and settlement agreement	3.40
11/20/2024	Email to TPA regarding finalizing the MPA declaration	0.10
12/5/2024	Email to opposing counsel with notice of settlement, class notice, stipulated judgement, and settlement agreement	0.10
12/6/2024	Correspondence with opposing counsel regarding deadlines	0.10
1/2/2025	Follow up email to opposing counsel regarding settlement documents	0.10
1/23/2025	Email to TPA	0.10
1/23/2025	Review opposing counsel's edits to settlement documents, further revise, and send edits to opposing counsel	0.30
1/27/2025	Call with opposing counsel to discuss settlement documents	0.50
1/29/2025	Implement further revisions to settlement documents and circulate it to opposing counsel for final approval	0.30
2/3/2025	Communication with Plaintiff	0.10
4/14/2025	Email to opposing counsel and TPA regarding MPA and administration	0.10
	TOTAL:	44.40 hours

Alexandra Rose

Date	Description	Time Spent
3/19/2025	Review case transition email and case history	0.60
3/20/2025	Internal email re CaseAnywhere	0.10
4/12/2025	Reviewed and revised MPA papers	3.40
4/14/2025	Internal email re calendaring; sent MPA papers to OC	0.70
4/30/2025	Email to OC	0.10
5/1/2025	Email to admin re first installment	0.10
5/5/2025	Emails w/ OC	0.20
5/7/2025	Call w/ OC re settlement agreement	0.30
5/9/2025	Finalized MPA papers and submitted for filing	1
7/3/2025	Review CaseAnywhere message; direct the filing of declaration	0.30
7/17/2025	Prepared and appeared for MPA hearing; email to admin to start administration process; draft Notice of Entry and submit for filing	2.40
7/21/2025	Reviewed admin timeline	0.20
7/24/2025	Email to admin	0.10
8/19/2025	Email to admin re escalator clause	0.10
9/18/2025	Reviewed admin's preliminary calculations	0.30
9/19/2025	Reviewed formatted class notice	0.20
10/2/2025	Reviewed status report	0.10
10/7/2025	Reviewed status report	0.10
10/13/2025	Reviewed status report	0.10
10/30/2025	Reviewed status report	0.10
11/19/2025	Emails to admin; worked on MFA papers	1.20
11/20/2025	Reviewed admin's declaration; drafted MFA papers and sent them to OC	6.20
	TOTAL:	17.90 hours

EXHIBIT 5

Date	Type of Expense	Description of Expense	Amount
11/15/2023	Mailing	Mailing Cost: PAGA Letter to the Agent (Certified Mail)	\$8.53
11/15/2023	Other	PAGA Letter Submission Fee	\$75.00
12/22/2023	Filing	Fee to Steno: Complaint Package and complex fee	\$1,997.20
12/29/2023	Filing/Service	Fee to Steno: Personal service	\$230.95
1/19/2024	Filing	Fee to Steno: FAC	\$59.95
1/31/2024	Filing	Fee to Steno: NAR	\$59.95
2/7/2024	Mailing	Mailing Cost: Mediation Offices of Jeffrey Krivis	\$5.04
2/8/2024	Filing	Fee to Steno: Joint Initial Status Conference Statement	\$59.95
4/11/2024	Other	Payment to Case Anywhere	\$125.07
7/8/2024	Mediation	Check to Jeffrey A. Ross	\$12,500.00
7/11/2024	Other	Payment to Case Anywhere	\$147.00
10/14/2024	Other	Payment to Case Anywhere	\$147.00
10/31/2024	Other	Check to Peregrine Economics, LLC	\$6,530.00
10/31/2023	Mailing	Mailing Cost: Peregrine Economics, LLC	\$5.54
1/13/2025	Filing	Fee to Steno: Notice of Settlement	\$59.95
1/20/2025	Other	Payment to Case Anywhere	\$147.00
2/25/2025	Other	Payment to Case Anywhere	\$49.00
3/13/2025	Other	Payment to Case Anywhere	\$49.00
4/16/2025	Other	Payment to Case Anywhere	\$49.00
5/2/2025	Other	Payment to Case Anywhere	\$49.00
5/20/2025	Filing	Fee to Steno: Motion for Preliminary Approval; Decl. & Proposed Order	\$180.95
5/20/2025	Filing	Fee to Steno: Motion for Preliminary Approval; Decl. & Proposed Order (Courtesy Copy Delivery)	\$237.50
6/18/2025	Other	Payment to Case Anywhere	\$49.00
7/8/2025	Filing	Fee to Steno: Decl. of Karen I. Gold	\$59.95
7/20/2025	Other	Payment to Case Anywhere	\$49.00
7/21/2025	Filing	Fee to Steno: Notice of Entry of Judgment or Order	\$59.95
8/23/2025	Other	Payment to Case Anywhere	\$55.00
9/20/2025	Other	Payment to Case Anywhere	\$49.00
10/24/2025	Other	Payment to Case Anywhere	\$49.00
	Filing	Future Cost: Plaintiff's Motion for Final Approval; Decl. & Proposed Order	\$180.95
	Filing	Future Cost: Plaintiff's Motion for Final Approval; Decl. & Proposed Order (Courtesy Copy Delivery)	\$244.00

Total: **\$23,568.43**