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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

JALON STANLEY, as an individual and on behalf of all others similarly situated, Plaintiff, vs. NORTH STAR EMERGENCY SERVICES INC.; and DOES 1 through 50, inclusive, Defendants.	Case No.: 24CV082930 **DECLARATION OF MAX W. GAVRON IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** Date: May 19, 2026 Time: 2:30 P.M. Dept.: 21 **Reservation No.: 924738831245** Action Filed: July 10, 2024 Trial Date: None Set

DECLARATION OF MAX W. GAVRON

I, Max W. Gavron, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, counsel of record for Plaintiff Jalon Stanley. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

FACTUAL AND PROCEDURAL HISTORY

The *Stanley* Action

2. On or about June 18, 2024, Plaintiff Jalon Stanley ("Stanley") filed a notice with the California Labor and Workforce Development Agency ("LWDA"), alleging that Defendant North Star Emergency Services Inc. ("Defendant") violated Labor Code §§ 201-203, 204, 226, 226.7, 246, 510, 512, 558, 1194, 1197, and 1197.1, pursuant to Labor Code § 2699.

3. On July 10, 2024, Stanley filed a putative class action lawsuit against Defendant in the Superior Court of California, County of Alameda, *Jalon Stanley v North Star Emergency Services Inc.*, Case No. 24CV082930 (the "*Stanley* Action" or "Action"). Stanley subsequently filed a First Amended Complaint on August 20, 2024, alleging a single cause of action for violation of Labor Code § 2698, *et seq*., the Private Attorneys General Act, predicated on underlying violations of Labor Code §§ 201-203, 204, 226, 226.7, 246, 510, 512, 558, 1194, 1197, and 1197.1.

4. On May 20, 2025, Stanley filed an amended notice with the LWDA, alleging an additional violation by Defendant of Labor Code § 226, for failure to identify accurate dates of the payroll period. Stanley filed a Second Amended Complaint on August 1, 2025, to include the PAGA claim asserted in his amended notice to the LWDA.

The *Jones* Action

5. On or about November 14, 2024, Plaintiff Roman Jones ("Jones") filed a notice with the LWDA, alleging that Defendant violated Labor Code §§ 201-203, 204, 226, 226.7, 246, 510, 512, 558, 1194, 1197, and 1197.1, pursuant to Labor Code § 2699.

6. On December 3, 2024, Jones filed a putative class action lawsuit against

Defendant in the Superior Court of California, County of Alameda, entitled *Roman Jones v North Star Emergency Services, Inc.*, Superior Court of California, County of Alameda Case No. 24CV101999 (the "*Jones* Action").

7. Jones subsequently filed a First Amended Complaint on September 4, 2025, alleging class and representative action claims for: (1) failure to pay all overtime wages; (2) meal period violations; (3) rest period violations; (4) failure to pay all sick time; (5) failure to timely pay wages; (6) wage statement violations; (7) failure to reimburse necessary business expenses; (8) unfair competition; and (9) PAGA penalties.

DISCOVERY AND INVESTIGATION

8. Class Counsel investigated the facts surrounding the claims in the *Stanley* Action and *Jones* Action before filing the lawsuit and conducted informal discovery during the course of litigating and prosecuting this case.

9. The Parties agreed to participate in private mediation. In advance of the mediation, Defendant produced time and payroll data informally, which allowed Plaintiffs to further investigate and evaluate the claims. The data produced by Defendant included, but was not limited to: (1) the estimated number of putative class and PAGA members; (2) the estimated number of putative class and PAGA members who separated employment during the liability period; (3) employee handbooks and relevant policies; and (4) the number of workweeks and pay periods during the liability period. Based upon this information with the assistance of an expert consultant, counsel for Plaintiffs conducted a full damage analysis.

MEDIATION

10. On May 15, 2025, the Parties participated in a global mediation of the *Stanley* Action and the *Jones* Action with experienced professional mediator Christopher E. Panetta. Despite thorough arm's length negotiations, the Parties were unable to reach an agreement to resolve the *Stanley* Action and *Jones* Action. Litigation continued in each matter.

11. On October 30, 2025, the Parties participated in a second mediation with neutral Christopher E. Panetta. After extended negotiations, the Parties reached an agreement in

principle to resolve the *Stanley* Action and *Jones* Action. The terms of the agreement were memorialized in a confidential Memorandum of Understanding.

THE CONSOLIDATED ACTION AND THIRD AMENDED COMPLAINT

12. Pursuant to the Settlement Agreement and negotiations leading up to it, Plaintiffs submitted a Joint Stipulation to Consolidate Cases and Grant Leave to File Third Amended Complaint in Lead Case for Settlement Purposes, which requested leave to file the Third Amended Complaint ("TAC"). The TAC includes the claims of the *Stanley* Action and *Jones* Action.

SUMMARY OF THE MONETARY TERMS OF SETTLEMENT

13. The Parties executed a Joint Stipulation of Class Action and PAGA Settlement and Release of Claims ("Stipulation of Settlement" or "Agreement"), a true and correct copy of which is attached hereto as **Exhibit A**. A copy of the proposed notice to be sent to Class Members is attached to the Agreement as Exhibit A.

14. As defined by the Agreement, the Class consists of:

> all persons who work or worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from July 10, 2020, through December 29, 2025" (the "Class" or "Class Members").

Agreement ¶ 4. Defendant estimates that there are approximately 3,153 unique individuals comprising the Class.

15. The Agreement also identifies the aggrieved employees on whose behalf Plaintiffs pursue PAGA claims ("Aggrieved Employees") as:

> all persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from June 18, 2023, through December 29, 2025.

Agreement ¶ 2.

16. The Agreement requires Defendant to pay the gross settlement amount ("Gross Settlement Amount") of Two Million Nine Hundred Twenty Thousand Dollars ($2,920,000.00). Agreement ¶ 14. This is a non-reversionary settlement and the entirety of the Gross Settlement Fund will be fully paid out. *Id.* ¶ 39. The Settlement Agreement provides Defendant an option to

fund the Settlement in two lump sums. Settlement Agreement ¶ 38. If Defendant elects the two-part payment plan, the Gross Settlement Amount shall be increased by Fifty Thousand Dollars ($50,000.00), to an adjusted Gross Settlement Amount of Two Million Nine Hundred Seventy Thousand Dollars ($2,970,000.00). Defendant will then deposit an initial amount of at least One Million Four Hundred Sixty Dollars ($1,460,000.00) into the Qualified Settlement Fund established by the Settlement Administrator within forty-five (45) days of the Effective Date. Defendant may opt to deposit a greater initial sum at its convenience. Defendant will then deposit the second payment of the remainder of the adjusted Gross Settlement Amount, estimated to be One Million Five Hundred Ten Thousand Dollars ($1,510,000.00), no later than January 31, 2027. Defendant will make its election no later than 15 calendar days prior to the deadline for Plaintiffs to file their motion for Final Approval, so that Plaintiffs may inform the Court of Defendant's election. The two-part payment plan is subject to Court approval. Should the Court reject the proposed two-part payment plan, then Defendant shall fund the Gross Settlement Fund in its entirety within 45 days of the Effective Date. Similarly, should Defendant choose to fund the Settlement in one lump sum, then payment shall be due forty-five days after the Effective Date.

17. The balance of the Gross Settlement Amount remaining after deduction of the approved Service Awards to Plaintiffs, Attorneys' Fees and Costs, Settlement Administration Costs, and PAGA Settlement Amount ("Net Settlement Amount") will be available for distribution to Class Members who do not opt out of the settlement ("Settlement Class Members"). Agreement ¶¶ 17, 35. The Parties currently estimate that the Net Settlement Amount will be $1,713,166.67.[1]

18. The settlement allocates $150,000.00 of the Gross Settlement Amount for PAGA penalties (the "PAGA Settlement Amount"). Agreement ¶ 21. Pursuant to the PAGA, seventy-

[1] Plaintiffs calculate the remaining estimates assuming that Defendant will elect to make one lump sum payment for a lower amount ($2,920,000.00). This is the conservative position because if Defendant elects the two-part payment plan additional money will be available for distribution to the class and thus the potential payment to each individual class member will also increase.

five percent (75%) of the PAGA Settlement Amount, *i.e.*, the sum of $112,500.00, will be paid to the California Labor and Workforce Development Agency. *Id.* The remaining twenty-five percent (25%) of the PAGA Settlement Amount, *i.e*., the sum of $37,500.00, will be distributed to the Aggrieved Employees. *Id*.

19. As part of the settlement, Defendant does not object to Class Counsel's request for attorneys' fees up to one-third of the Gross Settlement Amount, *i.e.*, the sum of $973,333.33, or up to $990,000.00 if Defendant elects to make two payments, plus up to $40,000.00 for reimbursement of litigation costs, subject to the Court finally approving this settlement. Agreement ¶ 40. Class Counsel have, at their own risk, expended costs throughout litigation, including, for example, filing fees, service of process costs, mediation fees, and other litigation-related costs. Class Counsel expressly acknowledges that the Court has final discretion in any fee award.

20. Pursuant to the terms of the Agreement, and without opposition from Defendant, Plaintiffs are entitled to request a Service Award. Agreement ¶ 32. Specifically, Plaintiffs request payment of the following amounts: $10,000.00 to Jalon Stanley; and $10,000.00 to Roman Jones. *Id.* Both Plaintiffs and Class Counsel expressly acknowledge that the Court has final discretion in the Service Award. *Id.*

21. The Parties have selected Phoenix Settlement Administrators as the Settlement Administrator. The settlement provides for the payment of the fees and expenses reasonably incurred by the Settlement Administrator. Agreement ¶ 34. The Parties have received a quote from Phoenix Settlement Administrators for a fee of approximately $23,500.00. *Id*. Based on my experience, I am of the opinion that this amount is reasonable in relation to the value of the settlement. The administration costs will be deducted from the Gross Settlement Amount.

22. Any portion of the Attorneys' Fees and Costs, Plaintiffs' Service Awards, and/or Settlement Administration Costs not approved by the Court shall be added to the Net Settlement Amount. Agreement ¶¶ 3, 32, 34.

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PAYMENTS TO CLASS MEMBERS AND AGGRIEVED EMPLOYEES, AND SCOPE OF RELEASE

23. Assuming that the Court approves the requested attorneys' fees ($973,333.33), estimated litigation costs ($40,000.00), Plaintiffs' Service Awards ($20,000.00 in total), Settlement Administration Costs ($23.500.00), and the PAGA Settlement Amount ($150,000.00), I estimate that the Net Settlement Amount will be at least $1,713,166.67.

24. The Individual Settlement Payments payable to each Settlement Class Member will be based on the total number of work weeks in which the employee performed at least one day of work during the applicable time period. Agreement ¶ 45.

25. Based on the approximate number of Class Members (3,153), each Class Member will be entitled to recover on raw average, up to $543.34 each. The amount any particular Class Member will be entitled to recover will be greater or less than this average depending on the number of weeks he or she worked, with some entitled to receive more, and others less. Agreement ¶ 45. This is fair, as it strives to allocate greater penalties to individual employees who experienced a higher number of alleged violations.

26. The Individual Settlement Payments shall be allocated as follows: 10% to the settlement of wage claims and 90% to the settlement of claims for interest and statutory penalties. Agreement ¶ 68.

27. Class Members who also meet the criteria of aggrieved employees will receive Individual PAGA Payments as a result of the settlement of Plaintiffs' PAGA claims. The Individual PAGA Payment payable to each Aggrieved Employee will be based on the total number of work weeks in which the employee performed at least one day of work for Defendant. Agreement ¶¶ 43, 46.

28. The Individual PAGA Payments shall be allocated as follows: 100% to the settlement of penalties. *Id.* ¶ 68.

29. Settlement Class Members will have 180 days from the mailing of the settlement payment to cash the check. Agreement ¶ 66. After the expiration of 180 days, the funds represented by uncashed settlement checks will be remitted to the Unclaimed Property Fund

maintained by the State of California Controller's Office in the name of the Settlement Class Member and/or Aggrieved Employee. *Id*.

30. The scope of the release, as listed below, is identified in the Stipulation of Settlement at Section 26, as well as in the Notice Packet that will be sent to Class Members. Upon the Effective Date, Plaintiffs and all Settlement Class Members will release the following:

> any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action of any nature under any state, federal or local law arising out the facts alleged or which could have reasonably been alleged based on the facts in the complaints and amended complaints in the Action, including without limitation, California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1194, 2802, California Industrial Commission Wage Orders, and Business and Professions Code § 17200 *et seq*.

Agreement ¶¶ 27, 58.a. As shown, the scope of the release is narrow and is limited to the claims asserted in the complaints and amended complaints in the Action.

31. The scope of the release for Aggrieved Employees is equally limited to the allegations of the complaints and amended complaints in the Action. Agreement ¶ 28, Ex. B.

POTENTIAL DAMAGES AND PENALTIES AND STRENGTHS AND WEAKNESSES

The Overtime (and other) Regular Rate Claims

32. Plaintiffs allege that Defendant miscalculated employees' overtime rates of pay by failing to include all forms of compensation, such as bonuses and shift differential pay. Defendant argued that these claims were inherently limited in scope as they would only impact those pay periods/workweeks where an employee earned overtime, meal or rest period premiums, or sick pay and additional non-discretionary remuneration. Each of these claims were subject to similar defenses. First, Defendant would have argued that some of the additional remuneration identified was discretionary in nature and thus did not need to be included in the regular rate of pay calculation for overtime, meal/rest period premiums, or sick pay. Plaintiffs, of course, contended otherwise.

33. Pursuant to California law, employers must include all non-discretionary items of pay, including incentive pay and/or bonuses, into the regular rate of compensation or pay. (Cal.

Division of Labor Standards Enforcement ("DLSE") Enforcement Policies and Interpretation Manual §§ 49.1, 49.2.4 (June 2002); *Marin v. Costco Wholesale Corp.*, 169 Cal. App. 4th 804, 807 (2008), as modified on denial of reh'g (Jan. 21, 2009) ("Where a bonus payment is considered a part of the regular rate at which an employee is employed, it must be included in computing his regular hourly rate of pay and overtime compensation."). Defendant argued that it properly calculated overtime by using the rate in effect method, as opposed to a weighted average. *See* 29 CFR § 778.419 (approving of rate in effect method under Fair Labor Standards Act). Plaintiffs argued that the weighted average method of calculation would have benefitted employees such that it was improper to use the rate in effect calculation to the detriment of the employees. While not controlling, one appellate decision, *Levanoff v. Dragas Management Corp.* (2021) 65 Cal.App.5th 1079, briefly upheld the rate-in-effect method; that decision was depublished and thus carries no precedential value. (Cal. Rules of Court, rule 8.1115(a).) Even *Levanoff* turned on a finding that the rate-in-effect method in that specific case paid employees more than the weighted-average method underscoring the same principle that where the method results in less pay, it is impermissible. Here, Plaintiff argued that the rate in effect method was impermissible because it worked to the detriment of employees, whereas Defendant argued the opposite. Defendant also argued that it maintained facially compliant overtime policies that instructed that employees be paid for all overtime hours worked.

34. Plaintiffs' expert analyzed the time and pay data provided by Defendant in advance of the mediation and determined that if the Court were to accept Plaintiffs' legal theory as correct, the underpayment could be as high as ~$1.4 million for alleged underpayment of overtime wages related to the regular rate of pay. Generally, Defendant argued that any underpayment of overtime outside of the regular rate claim would be subject to complete defense and/or decertification because of the applicable arbitration agreement and/or because any underpayment was the result of employee individual choice.

The Meal & Rest Period Claims

35. As explained by the California Supreme Court in *Ferra v. Loews Hollywood Hotel, LLC*, employers must pay meal and rest period premiums at the regular rate of pay. 11

Cal. 5th 858 (2021). Thus, Plaintiffs argued that because Defendant paid employees non-discretionary incentive wages such as bonuses and shift differential pay, it should have included the value of those payments in the regular rate of compensation when paying meal and rest period premiums. Defendant argued many of the same defenses as it did in response to the overtime regular rate claim. Plaintiff's expert determined that the underpayment likely totaled between $21,589 to $144,533 depending on whether the value of alleged gains were included to offset the harm when evaluating the rate in effect method as opposed to the weighted average method of calculation. In either case, the underpayment of wages for the *Ferra* claim was relatively minimal, as compared to the potential penalties addressed below.

36. In addition to its arguments regarding the alleged *Ferra* underpayment, Defendant argued several things in its defense. Most prominently, Defendant argued that *Ferra* did not alleviate Plaintiffs of their burden to prove the underlying meal and/or rest period violation. In other words, even if Plaintiffs could show that Defendant paid premiums at less than the regular rate of pay, which Defendant disputed, Plaintiffs would still have to demonstrate that Defendant did not meet its obligation under the Labor Code and *Brinker* to provide employees a meal period and rest period. *See Brinker Rest. Corp. v. Superior Ct.*, 53 Cal. 4th 1004, 1040, 273 P.3d 513, 537 (2012) ("On the other hand, the employer is not obligated to police meal breaks and ensure no work thereafter is performed."). If Plaintiffs were able to demonstrate on a class wide basis that class members suffered at least one meal or rest period violation per work week, the damages on these claims could be as high as ~$4.08 million (183,000 workweeks x $22.29 (approximate average rate of pay)). However, for the reasons below this is likely a gross overstatement of the potential exposure on these potential class claims, which would be completely extinguished if the Court enforced the arbitration agreement.

37. This, Defendant argued, would result in a claim that could not be certified as a class action for several reasons. First, Defendant contended that it maintained and enforced legally compliant meal period policies. Defendant also could have argued that even in instances where it paid a meal period premium, it did so without any reference or investigation regarding whether the employee was actually entitled to receive the premium. Defendant would contend

that because of this policy, Plaintiffs could not use the fact that Defendant paid a premium as a basis to demonstrate liability. Defendant would argue this would require Plaintiffs to investigate and ask each putative class member the reason time records may have triggered the automatic payment of a premium.

38. Plaintiffs, on the other hand, argued that they could use the presumption articulated in *Donohue v. AMN Services, LLC*, 11 Cal. 5th 58, 77 (2021) to establish the underlying violations. Defendant could counter that *Donohue* allows the presumption to be rebutted, which could easily be done in this circumstance where the putative class members ranged in the thousands and Defendant had compliant policies. Accordingly, while Plaintiffs were confident in this claim, the potential for certification was far from certain.

The Sick Pay & Waiting Time Penalty Claim

39. As a separate regular rate violation, Plaintiffs allege that Defendant also underpaid sick pay earnings whenever non-discretionary incentive wages were paid within the same work week. Under the Healthy Workplaces, Healthy Families Act of 2014, Cal. Lab. Code § 245, *et seq*. ("HWHFA"), "[p]aid sick time for nonexempt employees shall be calculated in the **same manner as the regular rate of pay** for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek." Cal. Lab. Code § 226(l)(1) (emphasis added). Here, Plaintiffs allege that Defendant consistently paid sick pay at the wrong rate of pay, even during workweeks when the employee earned non-discretionary incentive wages. Plaintiffs contend that they and other Class Members are owed waiting time penalties for the allegedly underpaid sick pay wages.

40. Potential exposure on waiting time penalties for all theories of liability could be as high as ~$9.5 million (1,774 former employees x 30 days x 8 hours x $22.29). However, Defendant had strong defenses to imposition of these penalties.

41. Defendant would have argued that Plaintiffs cannot recover derivative waiting time penalties or assert a claim for sick pay wages because there is no private right of action. *See* Cal. Lab. Code § 248.5 (providing only that "the Labor Commissioner or the Attorney General may bring a civil action in a court of competent jurisdiction against the employer or other person

violating this article"); *see also, e.g., Titus v. McLane Foodservices, Inc.*, 2016 WL 4797297, at *4 (E.D. Cal. Sept. 14, 2016) (the sick pay "statute provides that only the LWDA may recover civil penalties for a violation"); *Schroeder v. Envoy Air, Inc.*, 2016 WL 11520388, at *11 (C.D. Cal. Sept. 27, 2016) ("because the legislature did not clearly and unmistakably create a private right of action to enforce section 246(h), the Court concludes that there is none available"). Regarding Plaintiffs' claim for waiting time penalties, some courts have held that sick pay is not "wages" entitling employees to Section 203 penalties even if underpaid. *See McPherson v. EF Intercultural Found., Inc.*, 47 Cal. App. 5th 243, 263, 260 Cal. Rptr. 3d 640, 654 (2020), review denied (July 22, 2020) ("because paid sick leave is not considered a form of "wages," employers are not required to pay employees their unused sick leave on termination -- accrued or not. (§ 246, subd. (g)(1).)").

42. Defendant also would have argued that, even if there were a private right of action and any underpayment could be proven (which Defendant disputes), its payments to employees were made pursuant to a good faith belief that it was paying sick pay correctly, and as a result, Plaintiffs cannot establish that Defendant willfully failed to pay the sick pay wages at separation of employment and/or that a good faith dispute exists as to whether the allegedly underpaid sick pay amounts to wages due. *Id.* This is a legal defense that, if successful, could potentially defeat Plaintiffs' Section 203 claim. *Naranjo v. Spectrum Security Services, Inc.*, 15 Cal. 5th 1056, 1074 (2024); *Chavez v. Converse, Inc.,* 2020 WL 1233919, at *l (N.D. Cal. 2020) (holding that an employer's failure to pay is not willful where there is uncertainty in the law or a "good faith mistaken belief that wages are not owed").

The Wage Statement Claim

43. Plaintiffs allege a claim under Labor Code § 226(a) predicated on Defendant's alleged failure to list the correct gross and net wages earned, total hours worked, and the number of hours worked at each hourly rate of pay. Labor Code § 226(a). Plaintiffs allege that as a result of the violations above, the wage statements issued to putative class members did not comply with California law. Accordingly, this claim suffers from the same weaknesses, and benefits from the same strengths, addressed above.

44. Plaintiffs also argued that the end day of the pay period was incorrect on wage statements issued to employees. This alleged violation arose in the context of investigating Defendant's arguments in defense of Plaintiffs' allegations that Defendant violated Labor Code § 204(d), which Plaintiffs brought under the PAGA. Labor Code § 204(d) requires wages that are paid on a weekly, bi-weekly, or semi-monthly basis, to be paid within seven calendar days of the end of the payroll period within which the wages were earned. Employees may seek penalties for violations of this requirement pursuant to Labor Code § 2699 ("PAGA"). Defendant contended that it paid employees within seven days of the close of the pay period, but that the end date of the pay period was incorrect on its paystub because of the way its payroll provider prepared the data and coded the wage statements. Accordingly, Plaintiffs amended their PAGA letters and complaints to assert this direct wage statement claim.

45. Plaintiffs would also face the additional burden of demonstrating that any alleged omission of information from the wage statements was a "knowing and intentional failure" by Defendant to comply with Labor Code § 226(a). *See Harris v. Vector Mktg. Corp*., 656 F. Supp. 2d 1128, 1145-46 (N.D. Cal. 2009) (granting summary judgment in favor of employer and finding its conduct was not "knowing and intentional"). Defendant also would have argued that penalties under Section 226 are subject to a similar "good faith" defense as articulated above in the context of Plaintiffs' claims for waiting time penalties. *See, e.g., Naranjo v. Spectrum Security Services, Inc.*, 15 Cal. 5th 1056, 1074 (2024); *Apodaca v. Costco Wholesale Corp.*, 2014 WL 2533427, at *3 (C.D. Cal. June 5, 2014) ("Where an employer has a good faith belief that it is not in violation of Section 226, any violation is not knowing and intentional."); *Wright v. Adventures Rolling Cross Country, Inc.*, 2013 WL 1758815, at *9 (N.D. Cal. Apr. 24, 2013) (same); *Ricaldai v. U.S. Investigations Servs.*, LLC, 878 F. Supp. 2d 1038, 1047 (N.D. Cal. 2012) (same); *Dalton v. Lee Publ'ns, Inc.*, 2011 WL 1045107, at *5 (S.D. Cal. Mar. 22, 2011) (same).

46. While Plaintiffs' experts calculated an exposure potentially as high as ~$4.8 million for the wage statement claim, if Defendant were successful in its good faith defense, the penalties could be reduced to zero. Considering the strengths and weaknesses of this claim also

supports the proposed settlement as fair, adequate, and reasonable.

The Business Reimbursement Claims

47. On Plaintiffs' reimbursement claim, Defendant argued that employees were not required to use personal cell phones to communicate for purposes of employment. While Plaintiffs contended that they were required to use their phones, Defendant argued that any decision to use their cell phones for work purposes was voluntary and/or unique to Plaintiffs and not suitable for class resolution. If successful, the potential recover on this claim could be in the range of $915,000 if Plaintiffs could prove reimbursement of approximately $5.00 per workweek for personal cellphone use.

The 204 Claim

48. Plaintiffs allege that Defendant consistently paid wages more than seven days following the close of the pay period. Labor Code § 204(d) requires wages that are paid on a weekly, bi-weekly, or semi-monthly basis, to be paid within seven calendar days of the end of the payroll period within which the wages were earned. Employees may seek penalties for violations of this requirement pursuant to Labor Code § 2699 ("PAGA").

49. Defendant has argued that its pay period actually closes before the end of a calendar day; however, its payroll provider would not allow it to include the same date as the start and end of a pay period on its wage statements. Defendant therefore argues that it did pay within seven days following the close of the pay period

The PAGA Claims

50. Plaintiffs also pursue representative PAGA claims. Given that the PAGA claim is derivative in nature, it faced the same obstacles. The PAGA claim also was subject to unique considerations given the Court's discretion to lower penalties. If the Court were to award a single penalty at the maximum penalty per pay period, the exposure could be as high as ~$4.5 million. If the Court were to "stack" multiple penalties per pay period, the exposure could be higher; however, courts are reluctant to stack penalties where there hasn't been a prior enforcement action.

51. Even assuming Plaintiffs ultimately prevailed on their PAGA claims, the Court

still has discretion to reduce any PAGA penalties. Pursuant to Labor Code § 2699(e)(2), the Court can decline to award PAGA penalties where "if, based on the facts and circumstances of the particular case, to do otherwise, would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Indeed, as shown in the Court of Appeal's decision in *Carrington v. Starbucks Corp.*, while the plaintiff prevailed on his PAGA claim upon trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer's good faith attempt at complying with the law. 30 Cal. App. 5th 504, 517 (2018). Upon review, the Court of Appeal found such reduction to be proper. *Id*. at 539. Similarly, this Court reduced the maximum PAGA penalty amount by 93% in *Parr v Golden State Overnight Delivery Service, Inc*. *Parr v Golden State Overnight Delivery Service, Inc.*, 2014 WL 11199453 (Alameda Sup. Ct. July 10, 2014). With respect to the Labor Code § 226 claim, this Court noted in assigning a $15 penalty, "[a]mong the long list of possible Labor Code violations that could support a PAGA action, this is by no means the most serious, and there is no evidence that any employee was paid less than what was due or was otherwise harmed by the form of wage statement used by [defendant]." *Id*. A 90% reduction on the PAGA penalties here would result in potentially available penalties of approximately $450,000.00.

52. In *Magadia v. Wal-Mart Assocs., et al.*, while the trial court imposed substantial PAGA penalties upon the defendant, such amount still represented reductions of 67% and 80% of the potential PAGA penalties at issue. 2019 U.S. Dist. Lexis 91792 at *87-*100 (N.D. Cal. May 31, 2019). Moreover, this was only after the plaintiff in *Magadia* had prevailed after trial. Thereafter, the Ninth Circuit reversed the trial court's ruling eliminating the judgment altogether, which demonstrates the significant risk presented in moving forward with litigation. *Magadia v. Wal-Mart Assocs., Inc.*, 999 F.3d 668, 677 (9th Cir. 2021).

53. Based on the information provided by Defendant, Plaintiffs' counsel estimated total damages and penalties could be as high as approximately $25.2 million, if Plaintiffs were successful in certifying all of their claims and prevailing on the merits. Plaintiffs' success was far from certain, given the risks addressed above and the possibility of years of appeal and reversal of judgment. Therefore, the proposed settlement of $2,920,000.00 is fair, adequate and

reasonable and well within the range accepted by most courts (~11.5% of maximum exposure). *See Lesevic v. Spectraforce Techs., Inc.*, 2021 WL 1599310, at *3 (N.D. Cal. Apr. 23, 2021) (noting wage and hour class fund of $600,000 that compensated for 7% of maximum potential recovery was reasonable); *Van Ba Ma v. Covidien Holding Inc.*, U.S. Dist. Ct. Case No. 8:12-cv-02161 (C.D. Cal. 2014) (approving wage and hour class settlement which obtained only 9.1% of projected damages); *Villegas v. J.P. Morgan Chase & Co.*, 2012 WL 5878390, at *6 (N.D. Cal. Nov. 21, 2012) (holding that settlement of approximately 15% of the potential recovery was fair and reasonable); *McPhail v. First Command Fin. Planning, Inc.*, 2009 WL 839841, at *5 (S.D. Cal. Mar. 30, 2009) (approving settlement equal to approximately 7% of estimated damages); *Int'l Bhd. Of Elec. Workers Local 697 Pension Fund v. Int'l Game Tech., Inc.*, 2012 WL 5199742, at *3 (D. Nev. Oct. 19, 2012) (approving settlement recovering approximately 3.5% of maximum exposure).

54. Although Plaintiffs believe in the merits of the alleged claims and maintain that there is no reason for reducing PAGA penalties, Plaintiffs are aware that Defendant may raise defenses to the statutory violations and further with respect to the reduction of PAGA penalties and that it could be persuasive to the Court. The Gross Settlement Amount was premised with these risks and the specter of the arbitration agreement in mind.

THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

55. I believe that Plaintiffs and the Class could prevail at trial. However, I also believe in the fairness of the settlement, which is based on factoring in the uncertainty and risks attendant to not prevailing on one or more theories of liability, the possibility of losing at trial, and potential for appeals. Moreover, as Defendant adamantly denies that it should be liable for the full extent of the alleged damages and penalties, there is a possibility that Plaintiffs and the Class would be awarded less or recover nothing at trial. Thus, after taking into account sharply disputed legal issues involved in this litigation, the risks associated with further prosecution, delays caused by potential appeals, and the substantial benefits to be received pursuant to the settlement, I believe that the proposed settlement is fair, reasonable, and adequate and is in the best interests of the Class.

56. Despite the asserted fairness of the settlement terms, should any Settlement Class Member wish to pursue his or her own case for the claims being released herein, each Settlement Class Member has the right to submit a request for exclusion (*i.e.*, opt-out) from the settlement of the class claims.

ATTORNEY'S EXPERIENCE

57. Both Plaintiffs' and Defendant's counsel have a great deal of experience in wage and hour class action litigation. Plaintiffs' counsel have been approved as class counsel in a number of wage and hour class actions and have extensive litigation experience.

58. I am one of the primary attorneys on this matter. My qualifications are as follows: I received a full-tuition scholarship, and graduated from Southwestern Law School in 2013, *magna cum laude*. I was in the top 5% of my class. During my time at Southwestern, I was a Notes and Comments Editor on the Southwestern Law Review. I also received awards for achieving the highest grade in my class in several courses. In 2012, I was a full-time extern, at the United States District Court for the Central District. Immediately after law school, I taught several courses at Southwestern, including Principles of Legal Analysis and Legal Methods. I taught those courses for approximately four years.

59. I practiced civil litigation at Haight Brown & Bonesteel LLP from approximately September 2013, through January 2016. I was third-chair in a federal court jury trial that resulted in a defense verdict in our client's favor on a $21 million commercial breach of contract dispute. I also regularly litigated cases across the civil litigation spectrum, including employment matters.

60. From February 2016, through Fall 2017, I practiced at the international law firm of Arnold & Porter, which had recently merged with Kaye Scholer, LLP. I defended Fortune 50 companies in Multi-District Litigation primarily in the product liability sphere. I also successfully drafted an appellate brief in the Ninth Circuit resulting in the reversal of a summary judgment decision regarding trade secret issues, in addition to working in several other practice groups.

61. From September 2017, through September 2018, I served as a law clerk to a

Judge sitting on the United States District Court, Central District of California. I regularly prepared bench memoranda, on cases involving all types of civil litigation, including regularly working on wage and hour class actions.

62. I am currently an associate at the law firm of Diversity Law Group, P.C., an employment law firm that has handled numerous wage and hour class and individual actions, on both plaintiff and defense sides. My current practice focuses on employment matters involving both class actions, and single plaintiffs. The firm currently has cases in the Los Angeles Superior Courts, the Orange County Superior Courts, the San Diego County Superior Courts, and the United States District Courts for the Central, Northern, and Eastern Districts of California. I am currently handling, or have handled, numerous wage and hour class action lawsuits with the firm, including, but not limited to: *Agar v. Sensient Natural Ingredients, LLC* (Case No. CV-19-001906, Stanislaus County Superior Court); *Heredia v. Eddie Bauer LLC* (Case No. 16CV300475, United States District Court, Northern District of California); *Parsons v. Estenson Logistics, LLC* (Case No. 34-2019-00252929, Sacramento County Superior Court); and *Rodas v. Goodyear Tire* (Case No. 21-cv-07526, United Stated District Court, Central District of California), among many others.

63. On June 14, 2019, I argued two related cases in front of the Ninth Circuit Court of Appeals. One of them was *Rodriguez v Nike Retail Service Inc.*, Case No. 17-16866. On June 28, 2019, the Ninth Circuit issued a published decision, reversing and remanding in favor of our clients. *Rodriguez v. Nike Retail Servs., Inc.*, 928 F.3d 810 (9th Cir. 2019).

64. I have also assisted the firm in numerous wage and hour class action mediations.

65. My co-counsel and I will adequately represent the Class Members in this action. Plaintiffs' counsel have and will zealously represent Plaintiffs and the Class and pursue this lawsuit to its conclusion.

66. I have no conflicts with the Class and will adequately represent the Class.

//

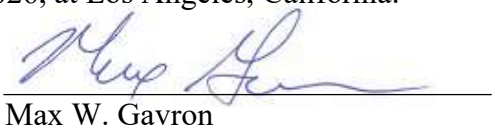
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NOTICE TO THE LWDA

67. In conjunction with the filing of this Motion, I caused the Motion and Stipulation of Settlement to be uploaded to the LWDA's website. Attached hereto as **Exhibit B** is the confirmation of submission.

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

Executed on this 27th day of April 2026, at Los Angeles, California.



Max W. Gavron

EXHIBIT A

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Attorneys for Plaintiff Jalon Stanley

(Additional Counsel on Following Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

JALON STANLEY, as an individual and on behalf of all others similarly situated, Plaintiff, vs. NORTH STAR EMERGENCY SERVICES INC.; and DOES 1 through 50, inclusive, Defendants.	Case No.: 24CV082930 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE OF CLAIMS**

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JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE OF CLAIMS

This Joint Stipulation of Class Action and PAGA Settlement and Release of Claims ("Stipulation for Settlement" or "Agreement"), is made and entered into by, between, and among Plaintiffs Jalon Stanley and Roman Jones (together, "Plaintiffs") on behalf of themselves, the Class Members (as defined below), the State of California, and the Aggrieved Employees (as defined below), on the one hand, and Defendant North Star Emergency Services Inc., a California corporation doing business as NORCAL Ambulance ("Defendant") on the other.

Plaintiffs and Defendant (collectively, the "Parties") enter into this Stipulation for Settlement to effectuate a full and final settlement and preclusive judgment resolving completely and to the fullest extent permitted by law the Released Class Claims and Released PAGA Claims, as defined below, and brought against Defendant in *Jalon Stanley v North Star Emergency Services Inc.*, Superior Court of California, County of Alameda (the "Court"), Case No. 24CV082930; and *Roman Jones v North Star Emergency Services, Inc.*, Superior Court of California, County of Alameda, Case No. 24CV101999. This Agreement is intended to fully and finally compromise, resolve, discharge, and settle the Released Class Claims and Released PAGA Claims, as defined and on the terms set forth below, and to the full extent reflected herein, subject to the approval of the Court (hereinafter the "Settlement").

RECITALS

WHEREAS, on July 10, 2024, Jalon Stanley filed a putative class action lawsuit against Defendant in the Superior Court of California, County of Alameda, alleging various wage-and-hour violations, entitled *Jalon Stanley v North Star Emergency Services Inc.*, Superior Court of California, County of Alameda Case No. 24CV082930 (the "*Stanley* Action" or "Action");

WHEREAS, on August 20, 2024, Jalon Stanley filed a First Amended Complaint in the *Stanley* Action, alleging a single cause of action for violation of the Private Attorneys General Act ("PAGA") following the presentation of an arbitration agreement, which Defendant argued precluded the assertion of class claims;

WHEREAS, on December 3, 2024, Roman Jones filed a putative class action lawsuit

against Defendant in the Superior Court of California, County of Alameda, alleging various wage-and-hour violations, entitled *Roman Jones v North Star Emergency Services, Inc.*, Superior Court of California, County of Alameda Case No. 24CV101999 (the "*Jones* Action");

WHEREAS, on May 15, 2025, the Parties participated in a global mediation of the *Stanley* Action and the *Jones* Action with experienced professional mediator Christopher E. Panetta. In preparation for the mediation, the parties engaged in an informal exchange of information, documents, and data, which enabled a thorough evaluation of the claims, and the likely outcomes, risks, and expense of pursuing litigation;

WHEREAS, the parties were unable to reach an agreement to resolve the *Stanley* Action and continued litigation;

WHEREAS, on August 1, 2025, Jalon Stanley filed a Second Amended Complaint in the *Stanley* Action;

WHEREAS, on September 4, 2025, Roman Jones filed a First Amended Complaint in the *Jones* Action, adding a cause of action for violation of the PAGA;

WHEREAS, on October 30, 2025, the Parties participated in a global mediation of the *Stanley* Action and *Jones* Action with neutral Christopher E. Panetta;

WHEREAS, after extended, arm's length negotiations, the Parties reached an agreement in principle to resolve the *Stanley* Action and *Jones* Action, and memorialized that agreement in a confidential Memorandum of Understanding; and

WHEREAS, the Parties desire to fully, finally, and forever settle, compromise, and discharge all disputes and claims that exist between them arising from the factual allegations that underlie the *Stanley* Action and *Jones* Action concerning any and all claims asserted therein, including the alleged: failure to pay overtime wages based on the regular rate of pay, in violation of Labor Code §§ 510, 558, and 1194; failure to pay meal and rest period premiums at the regular rate of pay, in violation of Labor Code §§ 226.7 and 512; failure to pay sick pay at the regular rate of pay, in violation of Labor Code §§ 201, 202, 203, and 246; failure to timely pay all wages when due and upon separation of employment in violation of Labor Code §§ 201, 202, 203, and 204; failure to reimburse business expenses in violation of Labor Code § 2802; failure

to provide accurate wage statements in violation of Labor Code § 226; and violations of Business and Professions Code § 17200 *et seq.*, which are based on the aforementioned predicate Labor Code violations; and claims for PAGA penalties under Labor Code § 2698 *et seq.*, which are based on the aforementioned predicate Labor Code violations. To achieve a full and complete release of Defendant (and the "Released Parties" as defined in this Agreement) of such disputes and claims, the Plaintiffs and Settlement Class Members, as defined in this Agreement, through execution of the Agreement, acknowledge that this Stipulation for Settlement is intended to include in its effect the entirety of the Released Claims (as that term is defined in this Agreement), as more fully described below.

DEFINITIONS

In addition to the terms defined elsewhere in this Stipulation for Settlement, capitalized terms used in this Stipulation for Settlement shall have the meanings set forth below:

1. "Action" means *Jalon Stanley v North Star Emergency Services Inc.*, Superior Court of California, County of Alameda Case No. 24CV082930, which, pending Court approval, shall be consolidated with *Roman Jones v North Star Emergency Services, Inc.*, Superior Court of California, County of Alameda Case No. 24CV101999, and amended to include all of the claims and parties of the *Jones* Action for purposes of settlement.

2. "Aggrieved Employees" means all persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from June 18, 2023, through December 29, 2025.

3. "Attorneys' Fees and Costs" means attorneys' fees sought by Class Counsel for litigation and resolution of the Action, and all reasonable costs incurred by Class Counsel in the Action. Subject to review and approval by the Court, Class Counsel may request attorneys' fees of not more than one-third of the Gross Settlement Amount, or Nine Hundred Seventy-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($973,333.33), plus reasonable costs and expenses in an amount not to exceed Forty Thousand Dollars and Zero Cents ($40,000.00); however, in the event Defendant elects to utilize the two-part payment plan described in Paragraph 38, Class Counsel may seek attorneys' fees of one-third of the adjusted

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Gross Settlement Amount of Two Million Nine Hundred Seventy Thousand Dollars ($2,970,000.00), or Nine Hundred Ninety Thousand Dollars ($990,000.00) in attorneys' fees. The foregoing attorneys' fees and costs shall be paid from the Gross Settlement Amount.

4. "Class" or "Class Member(s)" means all persons who work or worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from July 10, 2020, through December 29, 2025.

5. "Class Counsel" means and includes Larry W. Lee, Kristen M. Agnew, Max W. Gavron, and Kwanporn "Mai" Tulyathan of Diversity Law Group, P.C.; William L. Marder of Polaris Law Group; Mehrdad Bokhour of Bokhour Law Group, P.C.; and Joshua S. Falakassa of Falakassa Law, P.C.

6. "Class List" means a complete list of all Class Members and Aggrieved Employees that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within fourteen (14) calendar days after entry of an order granting Preliminary Approval of this Stipulation for Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member's full name; most recent mailing address and telephone number contained in Defendant's personnel records; Social Security number; dates of employment; the number of work weeks that each Class Member worked during the Class Period and the number of pay periods that each Aggrieved Employee worked during the PAGA Period; and any other information needed to calculate the Individual Settlement Payments and Individual PAGA Payments.

7. "Class Period" means the period of July 10, 2020, through December 29, 2025.

8. "Court" or "Alameda Superior Court" means the Superior Court of California for the County of Alameda.

9. "Defendant" means Defendant North Star Emergency Services Inc., a California corporation doing business as NORCAL Ambulance.

10. "Effective Date" means the later of: (i) if no timely objections are filed, or if filed, are withdrawn prior to Final Approval (as that term is defined hereinbelow), the date upon which the Court enters an order granting Final Approval of this Stipulation for Settlement; or (ii) if

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timely objections to the Settlement are filed and not withdrawn, then either five (5) calendar days from the final resolution of any appeals, writs, or other appellate proceedings timely filed or the expiration date of the time for filing or noticing any such appeals, , writs, or other appellate proceedings, provided that the Stipulation for Settlement is finally approved without material modification. In this regard, in the event there are objections made at or prior to the Final Approval Hearing (as that term is defined hereinbelow) which are not later withdrawn, it is the intention of the Parties that the Settlement shall not become effective until the Court's order approving the Settlement is completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement. It is further agreed by and between the Parties that this Settlement shall not become effective, and Defendant shall not have any obligation to make any monetary payments under the terms of this Stipulation for Settlement, unless and until any and all objections, writs and/or appeals, and any rights of appeal with respect to any objections made at or prior to the Final Approval Hearing, which are not later withdrawn, have been finally exhausted and resolved upholding the terms of this Settlement.

11. "Final Approval" means the entry of an order that the Plaintiffs and Defendant will jointly seek from the Court, and the entry of which shall reflect the Court's Judgment finally approving the Stipulation for Settlement.

12. "Final Approval Hearing" means the hearing that is to take place after the entry of the Preliminary Approval Order and after the date the Settlement Administrator mails Notice Packets to Class Members for the purpose of: (i) entering Final Approval; (ii) determining whether the Stipulation for Settlement shall be approved as fair, reasonable, and adequate; and (iii) ruling upon an application by Class Counsel for Attorneys' Fees and Costs and Plaintiffs' Service Awards.

13. "Funding Date" means forty-five (45) calendar days after the Effective Date, except as otherwise provided in Paragraph 38.

14. "Gross Settlement Amount" means the amount of Two Million Nine Hundred Twenty Thousand Dollars ($2,920,000.00), to be paid by Defendant in full satisfaction of all Released Claims, which includes all Individual Settlement Payments to Settlement Class

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Members for the release of the Released Class Claims, Service Awards to Plaintiffs, PAGA Settlement Amount for the release of the Released PAGA Claims, Attorneys' Fees and Costs, and Settlement Administration Costs; however, in the event Defendant elects to utilize the two-part payment plan referenced in Paragraph 38, the Gross Settlement Amount shall mean the adjusted amount of Two Million Nine Hundred Seventy Thousand Dollars ($2,970,000.00). Except as otherwise provided herein, and with the exception of Defendant's share of employer payroll taxes owed on the wage portion of the Individual Settlement Payments, which shall be paid by Defendant separately and in addition to the Gross Settlement Amount, this amount shall be the maximum amount that Defendant is required to pay under the Settlement. The Gross Settlement Amount is non-reversionary, such that no portion of the Gross Settlement Amount will return to Defendant.

15. "Individual PAGA Payment" means each Aggrieved Employee's respective share of the 25% of the PAGA Settlement Amount allocated to Aggrieved Employees.

16. "Individual Settlement Payment" means each Settlement Class Member's respective share of the Net Settlement Amount.

17. "Net Settlement Amount" means the portion of the Gross Settlement Amount remaining after deducting the Plaintiffs' Service Awards, Attorneys' Fees and Costs, Settlement Administration Costs, and PAGA Settlement Amount. The entirety of the Net Settlement Amount will be distributed to Class Members *pro rata*, on a per "work week" basis. There will be no reversion of the Net Settlement Amount to Defendant.

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

19. "Notice of Objection" means a Class Member's valid and timely written objection to the Stipulation for Settlement. For the Notice of Objection to be valid, it must include: (i) the objector's full name, address, telephone number, and signature; (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other documents upon which the objection is based; and (iv) a statement whether the objector intends to appear at the Final Approval Hearing.

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20. "PAGA Period" means the period of July 18, 2023, through December 29, 2025.

21. "PAGA Settlement Amount" means the amount that the Parties agree to allocate to the Aggrieved Employees and the Labor and Workforce Development Agency ("LWDA") in connection with resolution of the PAGA claims in the Action. The Parties agree that One Hundred Fifty Thousand Dollars ($150,000.00) of the Gross Settlement Amount will be allocated to the resolution of Aggrieved Employees' claims arising under PAGA. As required by PAGA, seventy-five percent (75%), or One Hundred Twelve Thousand Five Hundred Dollars ($112,500.00), of the PAGA Settlement Amount will be paid to the California LWDA ("LWDA Payment"), and twenty-five percent (25%), or Thirty-Seven Thousand Five Hundred Dollars ($37,500.00), of the PAGA Settlement Amount will be distributed to Aggrieved Employees on a *pro rata* basis based on the number of pay periods worked during the PAGA Period.

22. "Parties" means Plaintiffs and Defendant, collectively.

23. "Plaintiffs" means Plaintiffs Jalon Stanley and Roman Jones.

24. "Preliminary Approval" means the Court order granting preliminary approval of this Stipulation for Settlement.

25. "Qualified Settlement Fund" means a fund, account, or trust satisfying the requirements of 26 C.F.R. § 1.468B-1, established by the Settlement Administrator for the purpose of distributing the Gross Settlement Amount according to the terms of this Agreement.

26. "Released Claims" means the Released Class Claims and the Released PAGA Claims.

27. "Released Class Claims" means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action of any nature under any state, federal or local law arising out the facts alleged or which could have reasonably been alleged based on the facts in the complaints and amended complaints in the Action, including without limitation, California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1194, 2802, California Industrial Commission Wage Orders, and Business and Professions Code § 17200 *et seq.*

28. "Released PAGA Claims" means any and all claims for civil penalties pursuant to

the Private Attorneys General Act (codified in Labor Code § 2698, *et seq.*) based on the facts alleged or which could have reasonably been alleged based on the facts in the complaints and amended complaints in the Action. Plaintiffs' LWDA notices are attached as **Exhibit B** to this Agreement.

29. "Released Parties" means Defendant and each of its past, present, and/or future, direct, and/or indirect, officers, directors, members, managers, agents, representatives, insurers, re-insurers, attorneys, predecessors, successors in interest, commonly controlled entities, parents, subsidiaries, affiliates, owners, or shareholders.

30. "Request for Exclusion" means a writing timely submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must: (i) include the Class Member's name, address, telephone number, and signature; (ii) clearly state that the Class Member does not wish to be included in the Settlement; and (iii) be returned to the Settlement Administrator postmarked or faxed on or before the Response Deadline.

31. "Response Deadline" means the deadline by which Class Members must postmark or fax to the Settlement Administrator Requests for Exclusion, Notices of Objection, or disputes to work weeks. The Response Deadline will be thirty (30) calendar days from the initial date of mailing of the Notice Packet by the Settlement Administrator, unless the thirtieth (30th) day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

32. "Service Awards" means the amounts to be paid to Plaintiffs, subject to final approval by the Court, in recognition of their effort and work in prosecuting the Action on behalf of Class Members. Subject to the Court granting final approval of this Stipulation for Settlement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of Service Awards of Ten Thousand Dollars ($10,000.00) each to Plaintiff Jalon Stanley and Plaintiff Roman Jones. Defendant has agreed not to oppose or impede any motion by Plaintiffs to receive a Service Award in the amount set forth above.

33. "Settlement Administrator" means Phoenix Settlement Administrators, whom the Parties have agreed to, subject to approval by the Court, for the purposes of administering this

Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

34. "Settlement Administration Costs" means the reasonable fees and expenses payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking forms for this Settlement, calculating estimated amounts per Class Member, tax reporting, distributing the LWDA Payment, Gross Settlement Amount, and Attorneys' Fees and Costs, and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, as requested by the Parties. The Parties have agreed to allocate up to Twenty Three Thousand Five Hundred Dollars ($23,500.00) to Settlement Administration Costs. The Settlement Administration Costs will be paid from the Gross Settlement Amount.

35. "Settlement Class" or "Settlement Class Members" means all Class Members who do not submit timely and valid Requests for Exclusion.

TERMS OF AGREEMENT

Plaintiffs, on behalf of themselves and the Class, and Defendant agree as follows:

36. Consolidation of Actions for Settlement Purposes Only. For purposes of this Stipulation for Settlement only, within fifteen (15) calendar days of executing this Agreement, Plaintiffs will file a stipulation requesting that the Court approve the filing of a Third Amended Complaint ("TAC") in the Action that incorporates plaintiff Roman Jones and the claims of *Roman Jones v North Star Emergency Services, Inc.*, Superior Court of California, County of Alameda Case No. 24CV101999, and consolidates the *Jones* Action and *Stanley* Action for settlement purposes. All proceedings relating to the approval of the Stipulation for Settlement shall be before the Alameda Superior Court. Should this Stipulation for Settlement not be approved for whatever reason, the Parties shall stipulate to return each case to its original case number and be treated as if the proposed Settlement hereunder never occurred.

37. Preliminary Approval Motion. The Parties agree to present the Stipulation for Settlement to the Court for Preliminary Approval, and consent to continued jurisdiction of the

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Court if Preliminary Approval is granted.

38. Funding of the Gross Settlement Amount. Defendant shall have the option of: (i) making a one-time lump sum payment or (ii) making two payments of the Gross Settlement Amount.

a. If Defendant elects the lump sum payment, Defendant will deposit the amount of Two Million Nine Hundred Twenty Thousand Dollars ($2,920,000.00) into the Qualified Settlement Fund established by the Settlement Administrator within forty-five (45) days of the Effective Date.

b. If Defendant elects the two-part payment plan, the Gross Settlement Amount shall be increased by Fifty Thousand Dollars ($50,000.00), to an adjusted Gross Settlement Amount of Two Million Nine Hundred Seventy Thousand Dollars ($2,970,000.00). Defendant will then deposit an initial amount of at least One Million Four Hundred Sixty Dollars ($1,460,000.00) into the Qualified Settlement Fund established by the Settlement Administrator within forty-five (45) days of the Effective Date. Defendant may opt to deposit a greater initial sum at its convenience. Defendant will then deposit the second payment of the remainder of the adjusted Gross Settlement Amount, estimated to be One Million Five Hundred Ten Thousand Dollars ($1,510,000.00), no later than January 31, 2027.

c. Defendant will notify Class Counsel of its payment plan selection at least fifteen (15) calendar days prior to the deadline for Plaintiffs to file their motion for Final Approval so that Plaintiffs may inform the Court of Defendant's election in advance of the Final Approval Hearing.

d. The two-part payment plan is subject to Court approval. Should the Court reject the proposed two-part payment plan, then Defendant shall fund the Gross Settlement Fund in its entirety within 45 days of the Effective Date.

e. Defendant shall also deposit the employer's share of all applicable payroll taxes within forty-five (45) days of the Effective Date.

f. Defendant shall fund the Gross Settlement Amount in exchange for the promises set forth in this Agreement, including the Releases by the Settlement Class Members,

Aggrieved Employees, and Plaintiffs for the Released Claims. After the Effective Date, the Gross Settlement Amount will be used to pay: (i) Individual Settlement Payments; (ii) the PAGA Settlement Amount; (iii) Plaintiffs' Service Awards; (iv) Attorneys' Fees and Costs; and (v) Settlement Administration Costs.

39. Non-Reversionary Settlement. Class Members are entitled to one hundred percent (100%) of the Net Settlement Amount, to be distributed as outlined in Paragraphs 45 and 46. Defendant maintains no reversionary right to any portion of the Net Settlement Amount, including any increase in the Net Settlement Amount resulting from a reduction in the Plaintiffs' Service Awards, Attorneys' Fees and Costs, PAGA Settlement Amount, and/or Settlement Administration Costs. If there are any timely submitted opt outs or a reduction in the Plaintiffs' Service Awards, Attorneys' Fees and Costs, PAGA Settlement Amount, and/or the Settlement Administration Costs, the Settlement Administrator shall proportionately increase the Individual Settlement Payments for each Settlement Class Member so that the amount actually distributed to Settlement Class Members equals one hundred percent (100%) of the corresponding Net Settlement Amount.

40. Attorneys' Fees and Costs. Class Counsel shall apply to the Court for attorneys' fees of not more than one-third (1/3) of the Gross Settlement Amount, or Nine Hundred Seventy-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($973,333.33), plus reasonable costs and expenses incurred, not to exceed Forty Thousand Dollars and Zero Cents ($40,000.00), subject to proof by Class Counsel. In the event Defendant elects to utilize the two-part payment plan referenced in Paragraph 38, Class Counsel may seek attorneys' fees of one-third of the adjusted Gross Settlement Amount of Two Million Nine Hundred Seventy Thousand Dollars ($2,970,00.00), or Nine Hundred Ninety Thousand Dollars ($990,000.00) in attorneys' fees. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the Attorneys' Fees and Costs. Defendant agrees not to oppose Class Counsel's reasonable, collective request for a single award of attorneys' fees and costs in the amounts set forth in this paragraph.

41. Plaintiffs' Service Awards. In recognition of their service to the Class, Plaintiffs

shall apply for a Service Award of Ten Thousand Dollars ($10,000.00) each to Plaintiff Jalon Stanley and Plaintiff Roman Jones. The Service Awards will be paid from the Gross Settlement Amount and will be in addition to Plaintiffs' Individual Settlement Payments paid pursuant to the Stipulation for Settlement. The Settlement Administrator (and not Defendant) shall issue an IRS Form 1099 to each Plaintiff reflecting their Service Awards. Plaintiffs agree to assume responsibility of remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, from their Service Awards. In addition, Plaintiffs shall hold Defendant and the Released Parties harmless and indemnify and defend Defendant and the Released Parties for all taxes, interest, penalties, and costs incurred by Defendant or the Released Parties by any reason of any claims relating to their non-withholding of taxes from the Service Award.

42. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs it incurs for purposes of administering the Settlement and distributing payments from the Gross Settlement Amount. These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, calculating, paying, and reporting the required tax payments on the Individual Settlement Payments; the issuing and collection of 1099 and W-2 IRS Forms; distributing Notice Packets; processing Requests for Exclusion, Notices of Objection, and work week disputes; performing a skip trace on Notice Packets returned as undeliverable; calculating and distributing from the Gross Settlement Amount all Individual Settlement Payments, PAGA Settlement Amount, Plaintiffs' Service Awards, and Attorneys' Fees and Costs; and providing necessary reports and declarations, among other tasks set forth in this Agreement.

43. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of One Hundred Fifty Thousand Dollars ($150,000.00) from the Gross Settlement Amount will be designated for satisfaction of Plaintiffs' and Aggrieved Employees' PAGA claims. Pursuant to PAGA, seventy-five percent (75%), or One Hundred Twelve Thousand Five Hundred Dollars ($112,500.00), of this sum will be paid to the LWDA and twenty-five percent (25%), or Thirty-Seven Thousand Five Hundred Dollars ($37,500.00), will be distributed on a

pro rata basis to the Aggrieved Employees based on the number of pay periods worked during the PAGA Period. No portion of the PAGA Settlement Amount will revert to Defendant.

44. Net Settlement Amount. The entire Net Settlement Amount will be distributed to Settlement Class Members as provided in Paragraphs 45 and 46. No portion of the Net Settlement Amount will revert to Defendant.

45. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount to Settlement Class Members on a *pro rata* basis depending on the number of "work weeks" (defined as any calendar week during the Class Period) in which a Class Member performed at least one day of work for Defendant. Class Members do not need to submit a claim to participate and receive their Individual Settlement Payment.

46. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the 25% portion of the PAGA Settlement Amount allocated to Aggrieved Employees on a *pro rata* basis depending on the number of pay periods during which an Aggrieved Employee performed at least one day of work for Defendant. Aggrieved Employees do not need to submit a claim to participate in the PAGA portion of the Settlement and also may not opt out or object to the resolution of the PAGA claims.

47. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Settlement Class Members and Individual PAGA Payments made to Aggrieved Employees under this Stipulation for Settlement, as well as any other payments made pursuant to this Stipulation for Settlement, will not entitle any Class Member to any additional compensation or benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, retirement plans, deferred compensation plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans. For the avoidance of doubt, no Class Member shall be entitled to any additional right, contribution, or amount under any benefit plan as a result of this Stipulation for Settlement or

payments made hereunder. It is the intent of this Stipulation for Settlement that the payments to made pursuant to this Stipulation for Settlement are the sole payments to be made by Defendant to the Class Members and Aggrieved Employees in connection with this Stipulation for Settlement, and the Class Members and Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received any of the payments to be made pursuant to this Stipulation for Settlement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the time period covered by this Stipulation for Settlement).

48. Administration Process. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement.

49. Notice to Labor and Workforce Development Agency. Within ten (10) calendar days of the entry of the Court's order granting Preliminary Approval, Class Counsel will notify the LWDA of that Order consistent with Labor Code sections 2699(l)(2)-(3).

50. Preparation of the Class List. Within twenty-one (21) calendar days of the entry of the Court's Order granting Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. Within fifteen (15) calendar days after the Response Deadline, the Settlement Administrator will provide counsel for Defendant and Class Counsel with the list of Class Members, which, unless the Court orders otherwise, shall exclude individuals who filed a timely Request for Exclusion. **The Settlement Administrator shall not, at any time, provide Social Security numbers or contact information to Class Counsel, including with this list.** To the extent that Class Counsel possesses or comes to possess the Class Member's contact information and/or Social Security numbers, Class Counsel shall return all such information (including copies and data or information derived therefrom) within five (5) calendar days of the date the Court preliminarily approves the Settlement, shall not retain copies of such information, and shall not maintain or use such information for any purpose.

51. Notice by First-Class U.S. Mail. Within fifteen (15) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Notice Packet to all

Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

52. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail within three (3) business days of receipt to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such remailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search using the name, address, and/or Social Security number of the Class Member involved, and will then perform a single re-mailing within three (3) business days of receipt and any affective Class Members shall be bound and remain bound by the terms of this Stipulation for Settlement and to the Court's judgment finally approving the Settlement. Class Members will have until the later of: (i) fifteen (15) calendar days from the date of the re-mailing or (ii) the Response Deadline to submit a Notice of Objection, Request for Exclusion, or work week dispute.

53. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet will provide: (i) information regarding the nature of the Action; (ii) a summary of the Stipulation for Settlement's principal terms; (iii) the Class Member definition; (iv) the total number of work weeks each respective Class Member worked for Defendant during the Class Period; (v) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) each Aggrieved Employee's estimated Individual PAGA Payment and the formula for calculating Individual PAGA Payments; (vii) the dates which comprise the Class Period and the PAGA Period; (viii) instructions on how to submit Requests for Exclusion or Notices of Objection or work week disputes; (ix) the deadlines by which the Class Member must postmark or fax a Request for Exclusion, Notice of Objection, and/or work week disputes; (x) the claims to be released; and (xi) the Settlement Administrator's

contact information, including the website address where the electronic versions of the materials in the Notice Packet will be available. The Parties' proposed Notice Packet is attached hereto as **Exhibit A**.

54. Disputed Information in Notice Packets. Class Members will have an opportunity to dispute the individualized information provided in their Notice Packets. To the extent Class Members dispute their employment dates or the number of work weeks on record, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate by the Response Deadline. The Settlement Administrator will decide the dispute. Defendant's records will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by the Class Member and will make the final decision as to the merits of the dispute. All disputes will be decided by the Settlement Administrator within fifteen (15) business days of the Response Deadline.

55. Request for Exclusion Procedures. Any Class Member wishing to opt out of the Settlement must sign and fax or mail a written Request for Exclusion to the Settlement Administrator by the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. Consistent with California law, Aggrieved Employees may not opt out of the settlement of PAGA claims. Any Class Member who timely submits a Request for Exclusion will still receive an Individual PAGA Payment representing their portion of the PAGA Settlement Amount, if applicable. All signatories and their counsel must not encourage opt-outs. The Parties specifically agree not to solicit opt-outs, directly or indirectly, through any means. Objective statements to Class Members who call Class Counsel with inquiries regarding the Settlement, or the exercise of Class Counsel's ethical obligations, shall not be deemed a violation of the prohibitions contained herein.

56. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her

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submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (i) the Response Deadline or (ii) ten (10) calendar days from the date of the cure letter to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked or received by fax within that period, it will be deemed untimely. Any individual who has validly opted out of the Stipulation for Settlement shall not be allowed to object to the terms of this Stipulation for Settlement.

57. Cancellation of Stipulation for Settlement. Within fifteen (15) calendar days of the Response Deadline, or within fifteen (15) calendar days of learning in writing from the Settlement Administrator that more than ten percent (10%) of the Class has submitted a timely and valid Request for Exclusion, Defendant will have the option, in its sole discretion, to void the Stipulation for Settlement in its entirety if more than ten percent (10%) of the Class submits timely and valid Requests for Exclusion. If Defendant exercises this option, Defendant shall be responsible for all Settlement Administration Costs incurred up to the date of cancellation.

58. Releases.

a. Release of Class Claims by Settlement Class Members. As of the Effective Date, the Settlement Class Members will release their rights to pursue any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action of any nature under any state, federal or local law against the Released Parties for the Released Class Claims, as fully described in Paragraph 27, arising during the Class Period.

b. Release of PAGA Claims by Aggrieved Employees. As of the Effective Date, the Aggrieved Employees will release the Released PAGA Claims, as fully described in Paragraph 28, against the Released Parties, arising during the PAGA Period.

59. Settlement Terms Bind All Class Members Who Do Not Opt Out. Any Class Member who does not affirmatively opt out of the Stipulation for Settlement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims and Released PAGA Claims (collectively, the "Released Claims"), as well as any Judgment that may be entered by the Court if it grants final approval of

the Settlement. Aggrieved Employees may not request exclusion from the settlement of the Released PAGA Claims, and as such, all Aggrieved Employees will receive a check for their share of the PAGA Settlement Amount (or Individual PAGA Payment) and be bound by the Released PAGA Claims as outlined in Paragraph 28.

60. Notice of Objection Procedures. To object to the Stipulation for Settlement, a Class Member must mail or fax a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of Objection must be signed by the Class Member and contain all information required by this Agreement. The postmark or fax-stamp date will be deemed the exclusive means for determining whether the Notice of Objection is timely. The Settlement Administrator will notify any person who submits an untimely and/or invalid Notice of Objection that said Notice of Objection is untimely and/or invalid. Any disputes regarding the timeliness, validity, or effectiveness of a Notice of Objection shall be decided by the Settlement Administrator consistent with the terms of this Agreement, and with the Parties' input, if appropriate. Class Members who submit timely Notices of Objection may appear at the Final Approval Hearing in order to have their objections heard by the Court. If the Court permits, Class Members who have not submitted a timely and valid written Notice of Objection may still appear at the Final Approval Hearing and present their objections. Class Members who fail to object in the manner specified above will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Stipulation for Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Stipulation for Settlement or appeal from the Final Approval Order and Judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement.

61. Escalator Clause. Defendant estimates that there are approximately 3,153 Class Members who worked approximately 183,000 work weeks during the period of July 10, 2020, through December 29, 2025 ("Estimated Workweeks"). Should the number of work weeks actually worked during the Class Period ("Actual Workweeks") exceed the Estimated Workweeks by more than ten percent (10%), then the Gross Settlement Amount shall be

increased by the same percentage increase above ten percent (10%). For example, if the Actual Workweeks is 11% greater than the Estimated Workweeks, then the Gross Settlement Amount shall be increased by 1%. There will be no increase in the Gross Settlement Amount if the Actual Workweeks count is 201,300 or less (*i.e.*, ten percent greater than the Estimated Workweeks). If Defendant elects a two-part payment plan as detailed in Paragraph 38, this clause shall apply and the escalation shall be calculated using the adjusted Gross Settlement Amount.

62. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendant's counsel and Class Counsel with a weekly report that identifies the number of Class Members who have submitted valid Requests for Exclusion or Notices of Objection, and whether any Class Member has submitted a challenge to any information contained in his or her Notice Packet as provided in Paragraph 54. Additionally, the Settlement Administrator will provide counsel for both Parties with any updated reports regarding the administration of the Stipulation for Settlement as needed or requested, as consistent with the terms of the Agreement.

63. Distribution Timing of Individual Settlement Payments. The Settlement Administrator will distribute the funds in the Gross Settlement Amount within the time period set forth with respect to each category of payment.

64. Attorneys' Fees and Costs and Plaintiffs' Service Awards. Within twenty-one (21) calendar days of the Funding Date, the Settlement Administrator will issue payments to Class Counsel of the Attorneys' Fees and Costs and Plaintiffs' Service Awards in the amounts awarded by the Court.

65. Individual Settlement Payments and PAGA Settlement Amount. Within twenty-one (21) calendar days of the Funding Date, the Settlement Administrator will issue the LWDA Payment to the LWDA, Individual Settlement Payments to Settlement Class Members, and Individual PAGA Payments to Aggrieved Employees. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement in the amount approved by the Court. Any applicable employer payroll tax payments and penalties owed with regard to the Individual Settlement Payments shall be paid by Defendant

to the appropriate government authorities.

66. Un-cashed Settlement Checks. Individual Settlement Payment and/or Individual PAGA Payment checks remaining un-cashed for more than one hundred eighty (180) calendar days after payment checks are mailed will be void and the Settlement Administrator will, pay the amount of the Individual Settlement Payment and/or Individual PAGA Payment checks to the California State Controller's Office Unclaimed Property Fund in accordance with California Unclaimed Property Law so that the affected Class Member(s) will have his or her Individual Settlement Payment and/or Individual PAGA Payment available to him or her per the applicable claim procedure to request that money from the State of California.

67. Certification of Completion. Upon completion of the 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.

68. Treatment of Individual Settlement Payments. For tax purposes, the Individual PAGA Payments from the PAGA Settlement Amount will be treated as 100% penalties and will be reported on IRS Form 1099. Individual Settlement Payments will be allocated as follows: (a) ten percent (10%) to settlement of wage claims and (b) ninety percent (90%) to settlement of claims for interest and statutory penalties. The portion allocated to wages shall be reported on an IRS Form W-2 and the portion allocated to interest and penalties shall be reported on an IRS Form 1099 by the Settlement Administrator. Settlement Class Members are responsible for their share of the payroll taxes, which shall be deducted from their Individual Settlement Payments. Defendant is responsible for its respective employer share of payroll taxes, in addition to the Gross Settlement Amount, and these taxes will not be deducted from the Gross Settlement Amount. Neither this Agreement, nor any of its attachments, should be interpreted to contain or constitute representations or advice regarding any U.S. federal or state tax issue. Settlement Class Members and Aggrieved Employees will be specifically informed that neither Defendant nor Class Counsel make any representations regarding the tax implications of any amounts paid under this Agreement and that if Settlement Class Members or Aggrieved Employees have any questions regarding those implications, they can and should consult a tax expert and Class

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Members shall not seek or be entitled to any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event any taxing body determines that additional taxes are due from any Class Member, such Class Member assumes all responsibility for the payment of such taxes.

69. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing Plaintiffs, Settlement Class Members, Aggrieved Employees, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding Defendant's share of applicable employer payroll tax payments and penalties to the appropriate government authorities. All Settlement Class Members and Aggrieved Employees shall be solely and exclusively responsible for remitting to state and/or federal taxing authorities any applicable other taxes due and shall hold Defendant and the Released Parties harmless for any taxes, penalties, interest, liabilities, costs, and expenses caused by any such taxing authority relating in any way to the Settlement Class Members' and Aggrieved Employees' tax treatment of payments made to them pursuant to this Agreement or failure to timely or properly pay any taxes owed on their respective Individual Settlement Payments and/or Individual PAGA Payments.

70. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs, Settlement Class Members, and Aggrieved Employees are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard.

71. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY," AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE

CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

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

73. Nullification of the Stipulation for Settlement. In the event that: (i) the Court does not finally approve the Stipulation for Settlement as provided herein; or (ii) the Stipulation for Settlement does not become final for any other reason, then this Stipulation for Settlement, except as expressly agreed upon in writing by the Parties, will be null and void. Any order or judgment entered by the Court in furtherance of this Stipulation for Settlement will likewise be treated as void from the beginning.

74. Termination of the Stipulation for Settlement. Plaintiffs (by unanimous agreement

of all Plaintiffs) and Defendant will each have the right to unilaterally terminate this Stipulation for Settlement by providing written notice of their election to do so ("Termination Notice") to all other Parties hereto within ten (10) business days of any of the following occurrences; provided, however, that the Parties agree to cooperate in good faith to address any issues the Court raises in connection with issuing Preliminary and/or Final Approval of the Stipulation for Settlement:

a. the Court rejects, materially modifies, materially amends or changes, or declines to issue a Preliminary Approval Order or a Final Approval Order with respect to the Stipulation for Settlement and the Parties are not permitted to remedy any deficiencies the Court identifies; or

b. an appellate court reverses the Final Approval Order, and the Stipulation for Settlement is not reinstated without material change by the Court on remand.

75. Reversion *Nunc Pro Tunc*. If this Stipulation for Settlement is terminated pursuant to its terms, or the Effective Date for any reason does not occur: (a) all Orders certifying the Class for purposes of effecting this Settlement, and all preliminary and/or final findings regarding the Class, shall be void *ab initio* and automatically vacated upon notice to the Court, (b) the Action shall proceed as though the Class had never been certified pursuant to this Agreement and such findings had never been made, and (c) the Action shall revert *nunc pro tunc* to the procedural status quo as of the date and time immediately before the execution of the Stipulation for Settlement, in accordance with this Agreement. The Parties further agree that, by assenting to the filing of a Third Amended Complaint for purposes of this Stipulation for Settlement only, Defendant does not admit any facts or waive any defenses.

76. Preliminary Approval Hearing. Plaintiffs will obtain a hearing date before the Court to request the Preliminary Approval of the Stipulation for Settlement and the entry of an order: (i) conditionally certifying the Class for settlement purposes only; (ii) granting preliminary approval to this Stipulation for Settlement; (iii) setting a deadline for Class Counsel to file an application for attorney's fees and costs and an application for a Service Award for Plaintiffs; and (iv) setting a date for a Final Approval Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction

with the Preliminary Approval hearing, Plaintiffs will submit this Stipulation for Settlement, which sets forth the terms of this Settlement, and will include the proposed Notice Packet, which will include the proposed Notice of Class Action Settlement, attached as **Exhibit A**. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval.

77. Final Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Requests for Exclusion or Notices of Objection (and no earlier than one hundred (100) calendar days after the date on which Plaintiffs file their motion for Preliminary Approval) and with the Court's permission, a Final Approval Hearing will be conducted to determine the Final Approval of the Stipulation for Settlement along with the amounts properly payable for: (i) Individual Settlement Payments (including all applicable taxes); (ii) the PAGA Settlement Amount; (iii) Plaintiffs' Service Awards; (iv) Attorneys' Fees and Costs; and (v) all Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the application for Attorneys' Fees and Costs and Plaintiffs' Service Awards to be heard at the Final Approval Hearing, which may be filed concurrently with a motion requesting final approval.

78. Judgment and Continued Jurisdiction. Upon Final Approval of the Stipulation for Settlement by the Court or after the Final Approval Hearing, the Parties will present a proposed form of Judgment to the Court for its approval, which Class Counsel shall submit to the Court that (i) approves the Stipulation for Settlement, adjudging the terms thereof to be fair, reasonable, adequate, and directing consummation of its terms and provisions; (ii) approving Class Counsel's application for an award of attorney's fees and costs; (iii) approving the Service Awards to Plaintiffs; (iv) approving the PAGA Settlement Amount; and (v) the Settlement Administration Costs. As required by California Rule of Court 3.769(h) and Code of Civil Procedure §664.6, after entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Stipulation for Settlement; (ii) Settlement administration matters; and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

79. Exhibits Incorporated by Reference. The terms of this Stipulation for Settlement

include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Stipulation for Settlement are an integral part of the Stipulation for Settlement.

80. Entire Agreement. This Stipulation for Settlement and any attached Exhibits constitute the entirety of the Parties' settlement terms and, should this Stipulation for Settlement receive Final Approval, its terms will supersede all prior written or oral agreements between the Parties.

81. Amendment or Modification. No amendment, change, or modification to this Stipulation for Settlement will be valid unless in writing and signed, either by the Parties or their counsel.

82. Authorization to Enter into this Stipulation for Settlement. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Stipulation for Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Stipulation for Settlement to effectuate its terms and to execute any other documents required to effectuate the terms of this Stipulation for Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Stipulation for Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

83. Binding on Successors and Assigns. This Stipulation for Settlement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

84. California Law Governs. All terms of this Stipulation for Settlement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

85. Execution and Counterparts. This Stipulation for Settlement is subject to the execution of all Parties. The Stipulation for Settlement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, DocuSign,

electronic signature, email, or scanned copies of the signature page, shall be accepted as an original and deemed to be one and the same instrument.

86. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Stipulation for Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

87. Invalidity of Any Provision. Before declaring any provision of this Stipulation for Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation for Settlement valid and enforceable.

88. Waiver of Certain Appeals. With the exception of a right to appeal the reduction of any award of attorneys' fees, costs, and expenses as provided herein, Plaintiffs and Defendant hereby waive their right to appeal or seek other judicial review of any order that is materially consistent with the terms of this Stipulation for Settlement.

89. Class Certification for Settlement Purposes Only. The Parties stipulate to class certification of any claims not yet certified for purposes of implementing the Settlement only, and in no way is that an admission by Defendant that class certification is proper. The Stipulation for Settlement will not be admissible in any proceeding as evidence that (i) a class or collective should be certified as Plaintiffs have proposed for any claims, including but not limited to any currently non-certified claims; (ii) the Action should proceed on a representative basis pursuant to PAGA; or (iii) Defendant is liable to Plaintiffs or any other individuals they claim to represent in the Action in connection with any claims that were or could have been asserted in the Action.

90. Non-Admission of Liability. The Parties enter into this Stipulation for Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Stipulation for Settlement, Defendant does not admit,

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and specifically denies, that it violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Stipulation for Settlement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Stipulation for Settlement, this Stipulation for Settlement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law.

91. Confidentiality Preceding Preliminary Approval. The Parties and their attorneys will keep this Stipulation for Settlement confidential until the filing of the motion for Preliminary Approval. Thereafter, the Parties and their counsel agree that they will not issue any press releases, or initiate any contact with the press, about the fact, amount or terms of the Settlement. Notwithstanding the above, nothing in this paragraph and/or the confidentiality obligations stated herein, shall be construed to interfere with Class Counsel's communications with Class Members or limit Class Counsel from complying with ethical obligations under the Agreement, nor will it preclude Class Counsel from referring to the settlement in any future Court filings (whether in this case or in other proceedings) in support of its qualifications as counsel. The Parties may also make public statements to the Court as necessary to obtain approval of the Settlement.

92. Waiver. No waiver of any condition or covenant contained in this Stipulation for Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

93. Enforcement Actions. Pursuant to Code of Civil Procedure § 664.6, in the event that one or more of the Parties institutes any legal action or other proceeding against any other

Party or Parties to enforce the provisions of this Stipulation for Settlement or to declare rights and/or obligations under this Stipulation for Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

94. Disputes Regarding this Stipulation for Settlement. In the event that there are any disputes arising out of or relating to this Stipulation for Settlement, any such dispute will be submitted to Chris Panetta, Esq. or a mutually agreeable mediator for mediation.

95. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Stipulation for Settlement. Accordingly, this Stipulation for Settlement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's length negotiations between the Parties, all Parties have contributed to the preparation of this Stipulation for Settlement.

96. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Stipulation for Settlement, and that this Stipulation for Settlement has been executed with the advice of counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Stipulation for Settlement and/or in or for the *Stanley* Action and/or the *Jones* Action.

97. All Terms Subject to Final Court Approval. All amounts and procedures described in this Stipulation for Settlement herein will be subject to final Court approval.

98. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Stipulation for Settlement.

99. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Stipulation for Settlement, and further intend that this Stipulation for Settlement will be fully enforceable and binding on all parties, with retention of jurisdiction by the Court as provided therein, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms.

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SIGNATURE PAGE FOLLOWS

READ CAREFULLY BEFORE SIGNING

Dated: April 17, 2026

DocuSigned by:
391CE7D9316744A1...
Jalon Stanley

Dated: April _, 2026
4/14/2026

DocuSigned by:
479437A1BA24459...
Roman Jones

Dated: April 27, 2026

Eric R. Larimer
Name: Eric R. Larimer
Title: CEO
North Star Emergency Services Inc.

APPROVED AS TO FORM

DATED: April 17, 2026

DIVERSITY LAW GROUP, P.C.

By: _____
Max W. Gavron
Attorneys for Plaintiff Jalon Stanley

DATED: April __, 2026
4/14/2026

BOKHOUR LAW GROUP, P.C.

Signed by:
By: MEHRDAD BOKHOUR
D8D3643F271940F...
Mehrdad Boukhour
Attorneys for Plaintiff Roman Jones

Docusign Envelope ID: 04A385A2-E1A8-40B0-BE8D-29401B4285D9

DATED: April __, 2026
4/14/2026

FALAKASSA LAW, P.C.

By: DocuSigned by: Joshua Falakassa 15A028B2C5A149C...
Joshua S. Falakassa
Attorneys for Plaintiff Roman Jones

DATED: April 27, 2026

GARCIA & GURNEY, ALC

By: Tod Gurney Tod Gurney (Apr 27, 2026 10:14:10 PDT)
Tod C. Gurney
Attorneys for Defendant North Star Emergency Services Inc., a California corporation doing business as NORCAL Ambulance

EXHIBIT A

Jalon Stanley v. North Star Emergency Services Inc.
Superior Court of the State of California, County of Alameda
Case No. 24CV082930

Roman Jones v North Star Emergency Services, Inc.,
Superior Court of California, County of Alameda
Case No. 24CV101999

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT ("NOTICE")

IF YOU ARE A CURRENT OR FORMER NON-EXEMPT, HOURLY PAID EMPLOYEE OF NORTH STAR EMERGENCY SERVICES INC. IN THE STATE OF CALIFORNIA AND YOU WORKED AT ANY TIME FROM JULY 10, 2020, THROUGH DECEMBER 29, 2025, YOU MAY BE ELIGIBLE TO RECEIVE MONEY AS PART OF A SETTLEMENT.

The Superior Court of California, County of Alameda ("Court") authorized this Notice to be sent by _____ ("Settlement Administrator"). This is not an advertisement. This is not a solicitation from a lawyer.

«BarcodeString»
SIMID «SIMID»
ATTN: «FirstName» «LastName»
«Address1» «Address2»
«City» «Abbrev» «Zip»

YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY $«MERGED_EstSettAmnt_CALC» THROUGH THIS CLASS ACTION SETTLEMENT

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
You Can DO NOTHING	**You will receive a payment from the settlement.** If you do nothing, you continue your participation in this Action (as defined below, see Question 10), and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will **lose** any rights to assert claims against North Star Emergency Services Inc. a California Corporation, doing business as NORCAL AMBULANCE ("North Star") separately for the same legal claims made in the Action. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.
You Can ASK TO BE EXCLUDED FROM THE SETTLEMENT **(Deadline: _____, 2026)**	If you ask to be excluded from the settlement, you will get no payment from the settlement, but you will keep any rights to assert claims against North Star separately for the same legal claims made in this Action. **Important: You cannot ask to be excluded <u>and</u> still get a settlement payment for the Released Class Claims (defined below). However, if you are an Aggrieved Employee (defined below, see Question 10), you may not request to exclude yourself from the Released PAGA Claims**

QUESTIONS? CALL TOLL FREE 1-800-_____

	(defined below, see Question 10) and you will still receive your Individual PAGA Payment (as defined below, see Question 10)**.**
You Can OBJECT TO THE SETTLEMENT **(Deadline: _____, 2026)**	If you do not like the settlement, you can send a written objection to the Settlement Administrator by the deadline or personally appear at the final approval hearing. If your objection is overruled by the Court, you will still be bound by the terms of the settlement and will receive a settlement payment. **Important: If you object to the settlement, you cannot also ask to be excluded.**

THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.

The Court is in charge of this Action and has preliminarily approved the settlement as proposed, but the Court still has to decide whether to ultimately approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

1. Why Should You Read this Notice?

You should read this Notice because you may be entitled to money from a class action and/or PAGA action settlement.

2. What is this Lawsuit About?

In the Action, the Plaintiffs allege that North Star failed to include all non-discretionary remuneration in the regular rate of pay during pay periods when Plaintiffs and other employees earned overtime, meal and rest period premiums, and/or sick pay wages. As a result of the alleged underpayment of overtime, meal and rest period premiums, and/or sick pay wages, Plaintiffs allege that the corresponding wage statements failed to list accurate rates of pay and gross and net wages earned. Furthermore, Plaintiffs allege that North Star failed to timely pay all wages when owed and upon separation of employment. Plaintiffs also alleged that North Star failed to reimburse for reasonable and necessary business expenses. For a full description of the allegations and claims asserted in the Action, please refer to Plaintiffs' complaints and amended complaints filed therein.

North Star denies all of the allegations in the Action and denies it has engaged in any wrongdoing. North Star asserts that it complied with all legal requirements, but is resolving this Action in order to avoid the risk and costs of further legal proceedings.

3. Why is this a Class Action?

This Action is a class action. In a class action, one or more persons, called a class representative (in this case, Jalon Stanley and Roman Jones), sue on behalf of people who allegedly have similar claims. All these people are collectively a class or individually class members. A class action case resolves the issues for all class members, except for those who exclude themselves from the class. The Superior Court of California, County of Alameda is in charge of the case. The Action is known as *Jalon Stanley v. North Star Emergency Services Inc.*, Case No. 24CV082930, as amended and consolidated with *Roman Jones v North Star Emergency Services, Inc.*, Superior Court of California, County of Alameda Case No. 24CV101999.

4. Why is There a Settlement?

The Court did not decide in favor of Plaintiffs or North Star. Plaintiffs think they could have won at trial. North Star thinks that it would have won at trial. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the risks and cost of litigation, and the individuals potentially affected will get compensation. The class representatives and the attorneys believe the settlement is fair and reasonable.

5. How Do I Know If I Am Part of the Settlement?

The Court has decided that the following individuals are class members: all persons who work or worked for North Star as non-exempt, hourly paid employees in the State of California at any time from July 10, 2020, through December 29, 2025 (the "Class" or "Class Members"). The "Class Period" is the period of July 10, 2020, through December 29, 2025.

You may also be part of the Settlement if you are an Aggrieved Employee. "Aggrieved Employees" means all persons who worked for North Star as non-exempt, hourly paid employees in the State of California at any time from June 18, 2023, through December 29, 2025

If you received this Notice, you are a member of the Class and/or an Aggrieved Employee.

6. What Does the Settlement Provide?

The proposed settlement provides for a cash payment by North Star in the amount of Two Million Nine Hundred Twenty Thousand Dollars ($2,920,000.00), subject to a potential payment plan as described below, to fully and finally resolve all claims in the Action (referred to as the "Gross Settlement Amount"). The total amount to be distributed to class members who can be located, and who do not exclude themselves from the settlement, will be the Gross Settlement Amount minus the following (the "Net Settlement Amount"): (a) settlement administration costs estimated to be $23,500.00; (b) a service award to (i) Plaintiff Jalon Stanley not to exceed $10,000.00 and (ii) Plaintiff Roman Jones not to exceed $10,000.00, for their work and efforts in prosecuting this case and for undertaking the risks of costs (in the event the outcome was not favorable); (c) Class Counsel's attorneys' fees not to exceed $973,333.33; (d) Class Counsel's actual litigation costs and expenses as supported by declaration not to exceed $40,000.00; and (e) payment of PAGA penalties of $150,000.00 to the California Labor and Workforce Development Agency and Aggrieved Employees. **Class Counsel's attorneys' fees and costs remain subject to final Court approval.**

Defendant shall have the option of: (i) making a one-time lump sum payment or (ii) making two payments of the Gross Settlement Amount.

a. If Defendant elects the lump sum payment, Defendant will deposit the amount of Two Million Nine Hundred Twenty Thousand Dollars ($2,920,000.00) into the Qualified Settlement Fund established by the Settlement Administrator within forty-five (45) days of the Effective Date.

b. If Defendant elects the two-part payment plan, the Gross Settlement Amount shall be increased by Fifty Thousand Dollars ($50,000.00), to an adjusted Gross Settlement Amount of Two Million Nine Hundred Seventy Thousand Dollars ($2,970,000.00). Defendant will then deposit an initial amount of at least One Million Four Hundred Sixty Dollars ($1,460,000.00) into the Qualified Settlement Fund established by the Settlement Administrator within forty-five (45) days of the Effective Date. Defendant may opt to deposit a greater initial sum at its convenience. Defendant will then deposit the second payment of the remainder of the adjusted

Gross Settlement Amount, estimated to be One Million Five Hundred Ten Thousand Dollars ($1,510,000.00), no later than January 31, 2027.

c. Defendant will notify Class Counsel of its payment plan selection at least fifteen (15) calendar days prior to the deadline for Plaintiffs to file their motion for Final Approval so that Plaintiffs may inform the Court of Defendant's election in advance of the Final Approval Hearing\

No portion of the Net Settlement Amount will be returned to North Star. Instead, any unclaimed portions will be conveyed to the State Controller's Unclaimed Property Fund in the name of the individual whose check was not cashed.

7. How Much Will My Payment Be?

Your estimated share of the settlement is $_____ and is based on the number of work weeks you worked during the Class Period and/or PAGA Period, if you are also an Aggrieved Employee. If you are also an Aggrieved Employee, your share of the PAGA Settlement Amount (as defined below, see Question 10) is included in the amount shown.

A work week is any calendar week in which you performed at least one day of work, during the period of July 10, 2020, through December 29, 2025.

Based upon North Star's records, the number of work weeks you worked during the Class Period is determined to be **.

[PAGA ONLY: Based upon North Star's records, the number of pay periods you worked during the PAGA Period is determined to be **.]

If this information appears correct, you do not need to do anything further to receive your settlement payment. If you disagree with the number of work weeks, see below (Question 9).

8. How Do I Receive a Payment?

To qualify for payment, you need not do anything. The Settlement Administrator will mail you a check within approximately sixty-five days after the Court enters a judgment based on this settlement, but possibly later depending on whether there is any appeal of the judgment entered by the Court.

9. What If I Believe the Information is Inaccurate?

If you believe the number of work weeks or pay periods you worked is inaccurate, you may dispute it by sending a letter to _____ [ADMINISTRATOR'S NAME], _____ [ADMINISTRATOR'S ADDRESS] no later than _____, 2026. Be sure to include your name, address, telephone number, last four digits of your Social Security number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

10. What Am I Giving Up to Receive a Settlement Payment?

Unless you request to be excluded from the settlement, you remain a part of the settlement class, and that means that you cannot assert claims against, continue to assert claims against, or be part of any other lawsuit against

North Star or the other Released Parties for any legal claims that arose during the Class Period based on the subject matter of this settlement.

"Released Parties" means North Star and each of its past, present, and/or future, direct, and/or indirect, officers, directors, members, managers, agents, representatives, insurers, re-insurers, attorneys, predecessors, successors in interest, commonly controlled entities, parents, subsidiaries, affiliates, owners,or shareholders.

"Released Class Claims" means any and all claims arising out the facts alleged or which could have reasonably been alleged based on the facts in the complaints and amended complaints in the Action.

The "Action" means *Jalon Stanley v North Star Emergency Services Inc.*, Superior Court of California, County of Alameda Case No. 24CV082930, which was consolidated with *Roman Jones v North Star Emergency Services, Inc.*, Superior Court of California, County of Alameda Case No. 24CV101999, and amended to include all of the claims and parties of the *Jones* Action for purposes of settlement. The claims asserted in these actions include but are not limited to: (1) failure to pay overtime wages based on the regular rate of pay, in violation of Labor Code §§ 510, 558, and 1194; (2) failure to pay meal and rest period premiums at the regular rate of pay, in violation of Labor Code §§ 226.7 and 512; (3) failure to pay sick pay at the regular rate of pay, in violation of Labor Code §§ 201, 202, 203, and 246; (4) failure to timely pay all wages when due and upon separation of employment in violation of Labor Code §§ 201, 202, 203, and 204; (5) failure to provide accurate wage statements in violation of Labor Code § 226; (6) failure to reimburse business expenses in violation of Labor Code § 2802; and (7) violation of Business and Professions Code § 17200 *et seq.*

For Class Members who are also classified as Aggrieved Employees, Aggrieved Employees will provide an additional release of all claims against the Released Parties for the Released PAGA Claims arising during the PAGA Period.

"Released PAGA Claims" means any and all claims for civil penalties pursuant to the Private Attorneys General Act or "PAGA" (codified in Labor Code § 2698, *et seq*.) based on the facts alleged or which could have reasonably been alleged based on the facts in the complaints and amended complaints in the Action.

"Aggrieved Employees" are defined as: all persons who worked for North Star as non-exempt, hourly paid employees in the State of California at any time from June 18, 2023, through December 29, 2025. The "PAGA Period" is the period of July 18, 2023, through December 29, 2025.

"Individual PAGA Payment" means each Aggrieved Employee's respective share of the 25% of the PAGA Settlement Amount allocated to Aggrieved Employees.

"PAGA Settlement Amount" means the amount that the Parties agree to allocate to the Aggrieved Employees and the Labor and Workforce Development Agency ("LWDA") in connection with resolution of the PAGA claims in the Action. The Parties agree that One Hundred Fifty Thousand Dollars ($150,000.00) of the Gross Settlement Amount will be allocated to the resolution of Aggrieved Employees' claims arising under PAGA. As required by PAGA, seventy-five percent (75%), or One Hundred Twelve Thousand Five Hundred Dollars ($112,500.00), of the PAGA Settlement Amount will be paid to the California LWDA ("LWDA Payment"), and twenty-five percent (25%), or Thirty-Seven Thousand Five Hundred Dollars ($37,500.00), of the PAGA Settlement Amount will be distributed to Aggrieved Employees on a *pro rata* basis based on the number of pay periods worked during the PAGA Period.

Even if you decide not to participate in the settlement of the Released Class Claims, if you are an Aggrieved Employee, you will still release the Released PAGA Claims. There is no opt out from the Released PAGA Claims.

11. How Do I Exclude Myself From the Settlement?

To exclude yourself from the settlement (also referred to as "opt-out"), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the settlement in the Action.

Be sure to include your name, address, telephone number, and your signature. You must postmark or fax your exclusion letter for delivery no later than _____, 2026, to the Settlement Administrator at *****.

If you submit a timely and valid "opt-out" request, you will no longer be a member of the class and you will not receive any money from the class action portion of the settlement, or be able to object to the settlement, but you will not be legally bound by anything that happens in this Action as it pertains to the class action claims. You will keep any rights to assert class action claims against (or continue asserting class action claims against) North Star in the future for the same legal claims made in this Action, at your own expense.

Class members who meet the criteria of Aggrieved Employees may not opt out of the settlement as it pertains to the Released PAGA Claims. Such individuals who timely submit a Request for Exclusion will still receive an Individual PAGA Payment representing their portion of the PAGA Settlement Amount.

12. How Do I Tell the Court That I Don't Believe That the Settlement is Fair?

As a class member, you can object to the settlement if you believe that the settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the settlement. If you object and follow the procedures set out in this section, your objection will be considered.

If you decide to object to the proposed settlement, you may do so in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense, provided you notify the Court of your intent to do so. (*See* Question 14.)

All written objections should be signed by you and should include: (1) your full name, address, telephone number, and signature; (2) a written statement of the basis for your objection; (3) any copies of papers, briefs, or documents upon which the objection is based; and (4) a statement as to whether you intend to appear at the Final Approval Hearing.

You must submit your objection postmarked or faxed no later than _____, 2026, to the Settlement Administrator at Settlement Administrator at *****.

13. What is the Difference Between Objecting and Excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the class. Excluding yourself, on the other hand, is telling the Court that you don't want to be part of the case. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement and be legally bound by the settlement if it is approved by the Court.

If you are an Aggrieved Employee, you may not exclude yourself from the Released PAGA Claims.

14. Do I Have a Lawyer in this Case?

The Court decided that the law firms of Diversity Law Group, P.C., Polaris Law Group, Bokhour Law Group, P.C., and Falakassa Law, P.C. (contact information below), which represent the Plaintiffs, are also qualified to represent you and all class members. You will not be charged for these lawyers. These law firms are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How Will the Attorneys for the Class and the Class Representatives be Paid?

The attorneys for the Plaintiffs and the class will be paid from the Gross Settlement Amount. Class Counsel will ask for up to $973,333.33 or $990,000.00 (if Defendant elects the two-payment option) in attorneys' fees and for actual litigation costs incurred up to a maximum of $40,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see Section 17 below for details as to when this hearing will take place). Class members (like you) do not have to pay the fees and costs of Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

If approved by the Court, a service payment to (i) Plaintiff Jalon Stanley of an amount up to $10,000.00, and (ii) Plaintiff Roman Jones of an amount up to $10,000.00, will be paid from the Gross Settlement Amount for their work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this Action was not favorable).

16. Notice of Hearing on Final Approval and Objections to Class Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable Somnath Raj Chatterjee on _____, 2026, at ____ a.m., in Department 21 of the Superior Court of California for the County of Alameda, located at 1221 Oak Street, Oakland, California 94612, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

Once final approval is granted by the Court, the Court will enter a judgment, and all class members who have not requested exclusion will be deemed to have waived the Released Class Claims set forth above.

17. How Do I Receive More Information?

This Notice summarizes the proposed settlement. More details are in the Stipulation for Settlement. You can get a copy of the Stipulation for Settlement by contacting Class Counsel.

Additionally, the pleadings and other records in this litigation, including the complaints and amended complaints filed by Plaintiffs and the Stipulation for Settlement, may be examined online on the Superior Court of California, County of Alameda's website, known as "eCourt Public Portal," at https://eportal.alameda.courts.ca.gov/. To access the eCourt Public Portal, you must first create a new account at https://eportal.alameda.courts.ca.gov/?q=user/register.

After creating a new account, log in to the portal and click on the 'Searches' link, then click on the "Case Number Search." Enter 24CV082930 as the case number to access the *Stanley* case, or 24CV101999 to access the *Jones* case, complete the reCAPTCHA, and click on "Search." Select the resulting link, named "Stanley v. North Star."

The Register of Actions lists every document filed in the case. You may view those documents marked as available to download at a minimal charge.

You may also obtain copies of documents relevant to the case by reaching out to Class Counsel.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS!

18. What is the Contact Information for Class Counsel?

The address for Class Counsel is as follows:

DIVERSITY LAW GROUP, P.C.
Larry W. Lee
Kristen M. Agnew
Max W. Gavron
Kwanporn "Mai" Tulyathan
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555
Fax: (213) 488-6554

POLARIS LAW GROUP
William L. Marder
501 San Benito Street, Suite 200
Hollister, CA 95023
Telephone: (831) 531-4214
Fax: (831) 634-0333

BOKHOUR LAW GROUP, P.C.
Mehrdad Bokhour
1901 Avenue of the Stars, Suite 450
Los Angeles, CA 90067
Telephone: (310) 975-1493
Fax: (310) 675-086

FALAKASSA LAW, P.C.
Joshua S. Falakassa
1901 Avenue of the Stars, Suite 450
Los Angeles, CA 90067
Telephone: (818) 456-6168
Fax: (888) 505-0868

WHAT IF I HAVE QUESTIONS?

If you have any questions about the settlement, you may contact the Settlement Administrator:

Jalon Stanley v. North Star Emergency Services Inc.
c/o _____
Address
City, CA, Zip
Toll-Free Phone Number: [insert]
Fax Number: [insert]

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

EXHIBIT B

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JALON STANLEY
c/o DIVERSITY LAW GROUP, P.C.
515. S. Figueroa St., Suite 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

June 17, 2024

VIA ON-LINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGA@dir.ca.gov

Re: *Stanley v. North Star Emergency Services Inc.*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of the claims asserted on behalf of myself and all similarly aggrieved employees against my former employer, North Star Emergency Services Inc. (the "Company"). Specifically, I allege that the Company:

1. Violated Labor Code §§ 226.7 and 512 by failing to pay me and other similarly situated aggrieved employees our meal and rest period premium pay at our regular rates of pay as required by these provisions. Labor Code § 226.7(c) states that "the employer shall pay the employee one additional hour of pay at the employee's **regular rate** of compensation for each workday that the meal or rest or recovery period is not provided." Throughout our employment with the Company, other non-exempt employees and I earned non-discretionary remuneration, including, but not limited to incentives and shift differentials. As these items are non-discretionary forms of remuneration, they should have been included in the regular rate of pay for purposes of paying me and other employees our meal and rest period premium pay. However, whenever the Company paid me and other employees our meal and rest period premium pay during periods in which we earned this non-discretionary remuneration, the meal and rest period premium was always paid at less than our regular rate of pay. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid meal and rest break premiums and Labor Code § 226 by failing to accurately identifying the accurate rate of pay, and gross and net wages earned.

2. Violated Labor Code §§ 201-203 and 246 by failing to pay me and all similarly situated aggrieved employees sick pay at the regular rate of pay as the Company failed to include non-discretionary remuneration, including, but not limited to, incentives and shift differentials, into the regular rate of pay for sick pay wages. Further, as a result of such violations, the Company violated Labor Code § 226 as the wage statements failed to accurately identify the accurate rates of pay and gross/net wages earned.

3. Violated Labor Code §§ 201-204, 510, 558, 1194, 1197, 1197.1 by not paying proper overtime wages to me and other similarly situated aggrieved employees. Specifically, throughout our employment with the Company, non-exempt employees and I earned

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non-discretionary remuneration, including, but not limited to, incentives and shift differentials. As these items are non-discretionary forms of remuneration, they should have been included in the regular rate of pay for purposes of paying me and other employees our overtime wages. However, whenever the Company paid me and other employees our overtime wages during periods in which we earned such non-discretionary remuneration, such non-discretionary remuneration were not factored into the regular rate of pay. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid wages and Labor Code § 226(a) as the net/gross wages earned and hours worked shown on the wage statements were inaccurate due to the wage violations set forth above.

4. Violated Labor Code § 204 by failing to pay all similarly situated employees, including myself, their earned wages in a timely manner. For example, for the pay period of February 16, 2024 through February 29, 2024, the wages earned during such pay period were not paid until March 8, 2024, which is more than 7 days after the end of the pay period.

The address for the Company is:

North Star Emergency Services Inc.
3174 Constitution Dr.
Livermore, CA 94551

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

DocuSigned by:
391CE7D931574A1...
Jalon Stanley

cc: North Star Emergency Services Inc. (by certified mail)

Docusign Envelope ID: 84915268-6CBC-488B-A7F5-77C9E98C96CD

ROMAN JONES
c/o DIVERSITY LAW GROUP, P.C.
515. S. Figueroa St., Suite 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

November 12, 2024

VIA ON-LINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGA@dir.ca.gov

Re: *Jones v. North Star Emergency Services Inc.*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of the claims asserted on behalf of myself and all similarly aggrieved employees against my employer, North Star Emergency Services Inc. (the "Company"). Specifically, I allege that the Company:

1. Violated Labor Code §§ 226.7 and 512 by failing to pay me and other similarly situated aggrieved employees our meal and rest period premium pay at our regular rates of pay as required by these provisions. Labor Code § 226.7(c) states that "the employer shall pay the employee one additional hour of pay at the employee's **regular rate** of compensation for each workday that the meal or rest or recovery period is not provided." Throughout our employment with the Company, other non-exempt employees and I earned non-discretionary remuneration, including, but not limited to incentives and shift differentials. As these items are non-discretionary forms of remuneration, they should have been included in the regular rate of pay for purposes of paying me and other employees our meal and rest period premium pay. However, whenever the Company paid me and other employees our meal and rest period premium pay during periods in which we earned this non-discretionary remuneration, the meal and rest period premium was always paid at less than our regular rate of pay. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid meal and rest break premiums and Labor Code § 226 by failing to accurately identifying the accurate rate of pay, and gross and net wages earned.

2. Violated Labor Code §§ 201-203 and 246 by failing to pay me and all similarly situated aggrieved employees sick pay at the regular rate of pay as the Company failed to include non-discretionary remuneration, including, but not limited to, incentives and shift differentials, into the regular rate of pay for sick pay wages. Further, as a result of such violations, the Company violated Labor Code § 226 as the wage statements failed to accurately identify the accurate rates of pay and gross/net wages earned.

3. Violated Labor Code §§ 201-204, 510, 558, 1194, 1197, 1197.1 by not paying proper overtime wages to me and other similarly situated aggrieved employees. Specifically, throughout our employment with the Company, non-exempt employees and I earned non-discretionary remuneration, including, but not limited to, incentives and shift differentials. As

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these items are non-discretionary forms of remuneration, they should have been included in the regular rate of pay for purposes of paying me and other employees our overtime wages. However, whenever the Company paid me and other employees our overtime wages during periods in which we earned such non-discretionary remuneration, such non-discretionary remuneration were not factored into the regular rate of pay. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid wages and Labor Code § 226(a) as the net/gross wages earned and hours worked shown on the wage statements were inaccurate due to the wage violations set forth above.

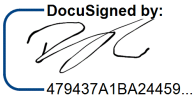
4. Violated Labor Code § 204 by failing to pay all similarly situated employees, including myself, their earned wages in a timely manner. For example, for the pay period of October 11, 2024 through October 24, 2024, the wages earned during such pay period were not paid until November 1, 2024, which is more than 7 days after the end of the pay period.

The address for the Company is:

North Star Emergency Services Inc.
3174 Constitution Dr.
Livermore, CA 94551

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,



Roman Jones

cc: North Star Emergency Services Inc. (by certified mail)

EXHIBIT B