

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

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

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

11 **RECITALS**

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

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

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

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

h. “Court” means the Superior Court of the State of California for the County of

1 Los Angeles.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 Settlement Administration Costs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 kk. "Settlement Administration Costs" means the costs payable from the Gross
2 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
3 Paragraph 12.

4 ll. "Settlement Class" or "Settlement Class Member(s)" means all Class Members
5 who do not submit a timely and valid Request for Exclusion.

6 mm. "Workweeks" means the number of weeks each Class Member worked for
7 Defendant as an hourly-paid or non-exempt employee in California during the Class Period.
8 Workweeks will be calculated by the Settlement Administrator based on the Class List provided by
9 Defendant. Within fifteen (15) calendar days of the Settlement Administrator's receipt of the Class
10 List, or as otherwise agreed to by Defense Counsel, the Settlement Administrator will calculate the
11 Workweeks for Class Members..

12 nn. "Workweeks Dispute" means a letter submitted by a Class Member disputing
13 the number of Workweeks and/or PAGA Pay Periods to which they have been credited, which must:
14 (a) contain the case name and number of the Action; (b) contain the Class Member's full name,
15 signature, address, telephone number, and the last four (4) digits of the Class Member's Social Security
16 number; (c) clearly state that the Class Member disputes the number of Workweeks and/or PAGA Pay
17 Periods credited to the Class Member and what the Class Member contends is the correct number; and
18 (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or
19 before the Response Deadline.

20 **CLASS CERTIFICATION**

21 7. For the purposes of this Settlement only, the Parties stipulate to the certification of the
22 Class.

23 8. The Parties agree that certification for the purpose of settlement is not an admission
24 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
25 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as
26 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not
27 be admissible in connection with, the issue of whether or not certification would be inappropriate in a
28 non-settlement context. If, for any reason the Court does not grant Final Approval, Defendant reserves

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

3 **TERMS OF THE AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

15. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the Aggrieved Employees' number of PAGA Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Pay Periods of all Aggrieved Employees to yield the "PAGA Pay Period Value," and multiply each Aggrieved Employee's individual PAGA Pay Periods by the PAGA Pay Period Value to yield each Aggrieved Employee's Individual PAGA Payment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. 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, and perform a single re-mailing within five (5) calendar days.

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

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

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

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

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

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

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

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

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

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Settlement Class;
- c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- d. Approval of the application for Enhancement Payment to Plaintiff;
- e. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and
- f. Entering judgment in the Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

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

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

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

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

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

32. **Distribution of the Gross Settlement Amount**. Within five (5) business days of the funding of the first half Gross Settlement Amount (i.e. after receipt of Defendant's first five installment payments as outlined in Section 31) or Effective Date, whichever is later, the Settlement Administrator will issue half of the Individual Settlement Payments to Settlement Class Members, half of the Individual PAGA Payments to PAGA Employees, half of the LWDA Payment to the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

conditions of this Settlement Agreement. Accordingly, this Settlement Agreement 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 arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

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

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

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

To Plaintiff and Class Counsel:

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

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

To Defendant:

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

GORDON REES SCULLY MANSUKHANI, LLP

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

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

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

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

IT IS SO AGREED.

PLAINTIFF JULLY MULLINGS

Dated: 02/03/2025



Jully Mullings

DEFENDANT ANTELOPE AMBULANCE SERVICES

Dated: _____


Full Name: _____

Title: _____
On behalf of Antelope Ambulance Services

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: 2/3/2025



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

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

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

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

IT IS SO AGREED.

PLAINTIFF JULLY MULLINGS

Dated: _____

Jully Mullings

DEFENDANT ANTELOPE AMBULANCE SERVICES

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

Signed by:

3F8FDB24430C4C8...


Full Name: Doug Cain

Title: Vice President
On behalf of Antelope Ambulance Services

APPROVED AS TO FORM ONLY:

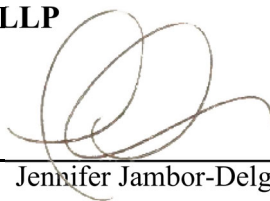
BLACKSTONE LAW, APC

Dated: 2/3/2025



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

**GORDON REES SCULLY MANSUKHANI,
LLP**



Jennifer Jambor-Delgado

*Attorneys for Defendant Antelope Ambulance
Services*

Dated: 2/6/25

EXHIBIT A

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Mullings v. Antelope Ambulance Service

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

PLEASE READ THIS CLASS NOTICE CAREFULLY.

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

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

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

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

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

I. IMPORTANT DEFINITIONS

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

“**Class Period**” means the period from December 11, 2019, until the date of the Court’s order granting preliminary approval of the Settlement Agreement.

“**Class Settlement**” means the settlement and resolution of all Released Class Claims.

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

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

“**PAGA Settlement**” means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

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

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

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

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

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Jully Mullings as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

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

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

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

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

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

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on 10,231 (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied

each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

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

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

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

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

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

According to Defendant's records:

- From [REDACTED] through [REDACTED] (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.
- From [REDACTED] through [REDACTED] (i.e., the PAGA Period), you are credited as having worked [REDACTED] PAGA Pay Periods.

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

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

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

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

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and

will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

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

D. Release of Claims

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

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

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

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

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

E. Attorneys’ Fees and Costs to Class Counsel

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

F. Enhancement Payment to Plaintiff

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

G. Settlement Administration Costs to Settlement Administrator

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

H. Distribution of the Gross Settlement Amount

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

Within five (5) business days of the funding of the last deposit of the Gross Settlement Amount (January 31, 2027) or Effective Date, whichever is later, the Settlement Administrator will issue the remaining half of the Individual Settlement Payments to Settlement Class Members, the remaining half of the Individual PAGA Payments to PAGA Employees, the remaining half of the LWDA Payment to the LWDA, the remaining half of the Enhancement Payment to Plaintiffs, the remaining half of the Attorneys’ Fees and Costs to Class Counsel, and the remaining half of Settlement Administration Costs to itself.

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

A. Participate in the Settlement

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

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

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

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

B. Request Exclusion from the Class Settlement

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

[Settlement Administrator]

[Mailing Address]

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

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

C. Object to the Class Settlement

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

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

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

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 12 of the Los Angeles County Superior Court, located at 312 N. Spring St., Los Angeles, California 90012, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

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

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

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement and other documents filed in the Action by for a fee by making an appointment in advance and visiting the civil clerk’s office during business hours, located at the Spring Street Courthouse, 312 N. Spring St., Los Angeles, California 90012, or by online by visiting the following website: <https://www.lacourt.org/casesummary/ui/>.

You may also visit the Settlement Administrator’s website at **[redacted]** for more information and documents

relating to the Settlement, or you may contact Plaintiff's counsel for the Class (whose information is above).

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT B

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

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

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

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

Plaintiff,

vs.
ANTELOPE AMBULANCE SERVICE, a
California Corporation; and DOES 1 through 25,
inclusive,

Defendants

Case No. 23STCV30241

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

**STIPULATION FOR ENTRY OF
JUDGMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

26 **PLAINTIFF JULLY MULLINGS**

27
28 Dated: 02/03/2025


Jully Mullings

DEFENDANT ANTELOPE AMBULANCE SERVICES

Dated: _____


Full Name: _____

Title: _____

On behalf of Antelope Ambulance Services

DATED: February 3, 2025

BLACKSTONE LAW, APC

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

Marissa A. Mayhood, Esq.

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

DATED: February 3, 2025

GORDON REES SCULLY MANSUKHANI, LLP

By: _____
Jennifer Jambor-Delgado, Esq.

*Attorneys for Defendant, Antelope Ambulance
Service*

1
2
3 Dated: February 3, 2025 | 4:20 PM PST
4

DEFENDANT ANTELOPE AMBULANCE SERVICES

Signed by:



3F8FDB24430C4C8...

Full Name: Doug Cain

Title: Vice President

On behalf of Antelope Ambulance Services

5
6
7
8 DATED: February 3, 2025
9

BLACKSTONE LAW, APC

10
11 By:



Karen I. Gold, Esq.

Sara Pezeshkpour, Esq.

12
13 Marissa A. Mayhood, Esq.

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

18 DATED: February 5, 2025
19

GORDON REES SCULLY MANSUKHANI, LLP

20 By:



Jennifer Jambor-Delgado, Esq.

21
22 *Attorneys for Defendant, Antelope Ambulance*
23 *Service*
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27
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