



1 This matter came on for hearing on September 20, 2022, at 8:30 a.m. in Department 73 of  
2 the above-captioned court on Plaintiffs’ Motion for Preliminary Approval of Class Action  
3 Settlement, upon the terms and conditions set forth in the Stipulation of Class Action Settlement  
4 (the “Settlement Agreement”) between Plaintiffs Stephanie Zamora, Jascha Dlugatch, Dillon  
5 Eissing, and Canyon Williams (collectively, “Plaintiffs”) and Defendants Ambulnz Health,  
6 LLC, Ambulnz, Inc., Ambulnz Holdings, LLC, and Stan Vashovsky (collectively,  
7 “Defendants”).

8 The Court, having fully reviewed the Motion for Preliminary Approval for Class Action  
9 Settlement, the Memorandum of points and Authorities, Declarations, and Exhibits filed in  
10 support thereof, the Settlement Agreement and the Notice Packet, and in recognition of the  
11 Court’s duty to make a preliminary determination as to the reasonableness of any proposed class  
12 action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is  
13 provided to the Class Members in accordance with due process requirements, and to set a Final  
14 Approval Hearing to consider the proposed Settlement Agreement as to the good faith, fairness,  
15 adequacy and reasonable of any proposed settlement, and having heard the argument of Counsel,  
16 the Court **HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:**<sup>1</sup>

- 17 1. The Court finds on a preliminary basis that the Settlement Agreement  
18 incorporated in full by this reference and made a part of this Order Granting  
19 Preliminary Approval, appears to be within the range of reasonableness of a  
20 settlement which could ultimately be given final approval by this Court.
- 21 2. The Court does hereby preliminarily approve the Settlement as being fair, just,  
22 reasonable and adequate pursuant to California Rules of Court, Rule 3.769(d) and  
23 Section 382 of the California Code of Civil Procedure in that: (a) the proposed  
24 Settlement Class is ascertainable and so numerous that joinder of all members of  
25 the Settlement Class is impracticable; (b) common questions of law and fact  
26 predominate, and there is a well-defined community of interest among members

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28 <sup>1</sup> All defined terms contained herein shall have the same meanings as those set forth in the  
Stipulation of Class Action Settlement (the “Settlement Agreement”).

1 of the proposed Settlement Class, and each of them, with respect to the subject  
2 matter-of the litigation; (c) the claims of the Named Plaintiffs are typical of the  
3 claims of the members of the proposed Settlement Class; (d) the Named Plaintiffs  
4 have and will fairly and adequately protect the interests of the proposed  
5 Settlement Class; (e) a class action is superior to other available methods for  
6 an efficient adjudication of this controversy in the context of settlement; and (f)  
7 Class Counsel is qualified to serve as counsel for the proposed Named Plaintiffs,  
8 as class representatives and proposed Settlement Class, and will adequately  
9 protect their interests.

10 3. It appears to the Court that the Settlement Fund is fair and reasonable to the  
11 Settlement Class when balanced against the probable outcome of further litigation  
12 relating to maintaining class certification, liability and damages issues and  
13 potential appeals. It further appears that significant investigation, research, and  
14 litigation has been conducted such that counsel for the Parties at this time are able  
15 to reasonably evaluate their respective positions. It further appears that settlement  
16 at this time will avoid substantial costs, delays, and risks that would be presented  
17 by further prosecution of this consolidated litigation. It further appears that the  
18 proposed Settlement has been reached as a result of the intensive, serious, and  
19 non-collusive negotiations between the Parties. Solely for the purposes of the  
20 proposed Settlement, a Settlement Class is hereby provisionally certified pursuant  
21 to California Code of Civil Procedure section 382 as follows:

22 “of all current and former non-exempt hourly employees and/or persons  
23 alleged to be non-exempt employees who worked for Defendants in  
24 California during the Class Period (February 7, 2016 through the  
Preliminary Approval Date)”

25 4. Solely for the purposes of the proposed Settlement, the Court does hereby  
26 preliminarily approve Scott Vick, Esq. of Vick Law Group, APC and KJT Law  
27 Group, LLP, including Vache A. Thomassian, Esq., Christopher Adams, Esq., and  
28 Caspar Jivalagian, Esq. as Class Counsel.

1 5. Solely for the purposes of the proposed Settlement, the Court hereby preliminarily  
2 approves Plaintiffs Stephanie Zamora, Jascha Dlugatch, Dillon Eissing, and  
3 Canyon Williams as Class Representatives, and the Court preliminarily approves  
4 of a Class Representative Enhancement Award of \$7,500 to each of the four Class  
5 Representatives.

6 6. The Court does hereby approve the appointment of CPT Group (the “Settlement  
7 Administrator”) as the Parties’ Settlement Administrator and preliminarily  
8 approves the Settlement Administrators’ costs in an amount of \$26,000.

9 7. The Court approves, as to form, content and adequacy, the Notice of Settlement of  
10 Class Action Lawsuit (the “Notice Packet” or “Notice”) attached hereto as  
11 **Exhibit 1**, with such non-material changes, if needed, that may be agreed to by  
12 counsel for the Parties to conform to this Order and the Settlement Agreement.

13 8. The Court finds that the Notice Packet constitutes the best notice practicable  
14 under the circumstances, is in full compliance with the laws of the State of  
15 California and the requirements of due process. The Court further finds that the  
16 Notice Packet fully and accurately informs the Settlement Class Members of all  
17 material elements of the proposed Settlement, of each Settlement Class member’s  
18 right to participate, request exclusion from or object to the Settlement. The Court  
19 further approved of the process for mailing of the Notice Packet to the Settlement  
20 Class Members, as specifically described in the Settlement Agreement, and  
21 constitutes an effective method of notifying Settlement class Members of their  
22 rights with respect to the proposed Settlement.

23 ACCORDINGLY, IT IS HEREBY ORDERED THAT:

24 9. The Settlement Administrator shall supervise and administer the notice procedure  
25 as more fully set below:

26 a. Within twenty (20) days of this Order Granting Preliminary Approval of  
27 the Class Action Settlement, the Defendants shall provide the Settlement  
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1 Administrator with the Class Data, as described in the Settlement  
2 Agreement.

- 3 b. Defendants shall consult with the Settlement Administrator prior to the  
4 production date to ensure that the format will be acceptable to the  
5 Settlement Administrator.
- 6 c. Upon receipt of the Class Data, the Settlement Administrator will perform  
7 a search based on the National Change of Address Database and/or similar  
8 database(s) to update and correct any known or identifiable address  
9 changes.
- 10 d. No later than twenty-one (21) calendar days after receiving the Class Data  
11 from Defendants as provided herein, the Settlement Administrator shall  
12 mail copies of the Notice Packet to all Settlement Class Members via  
13 regular First Class U.S. Mail. The Settlement Administrator shall also  
14 email copies of the Notice Packet to Settlement Class Members to those  
15 who have an email address available. The Settlement Administrator shall  
16 exercise its best judgment to determine the current mailing address for  
17 each Settlement Class Member. The address identified by the Settlement  
18 Administrator as the current mailing address shall be presumed to be the  
19 best mailing address for each Settlement Class Member. In the event more  
20 than one address is identified, then the Settlement Administrator shall mail  
21 to each potentially valid address.
- 22 e. Any Notice Packets returned to the Settlement Administrator as non-  
23 delivered on or before the Response Deadline shall be re-mailed to the  
24 forwarding address affixed thereto. If no forwarding address is provided,  
25 the Settlement Administrator shall promptly attempt to determine a correct  
26 address by lawful use of skip-tracing, or other search using the name,  
27 address and/or Social Security number of the Settlement Class Member  
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1 involved, and shall then perform a re-mailing, if another mailing address is  
2 identified by the Settlement Administrator. Settlement Class Members  
3 who received a re-mailed Notice Packet shall have their Response  
4 Deadline extended fifteen (15) calendar days from the original Response  
5 Deadline. "Response Deadline" means the date forty-five (45) calendar  
6 days after the Settlement Administrator mails Notice Packets to Settlement  
7 Class Members and the last date on which Settlement Class Members may  
8 submit Objections to the Settlement or Requests for Exclusion from the  
9 Settlement.

10 f. Settlement Class Members will have the opportunity, should they disagree  
11 with Defendants' records regarding the number of Compensable Work  
12 Weeks worked by Settlement Class Members stated on the Notice of  
13 Proposed Class Action Settlement And Class Action Settlement Hearing,  
14 to provide documentation and/or an explanation to show contrary  
15 Compensable Work Weeks. To the extent any individual alleges that he  
16 or she should be a part of the Settlement, then he or she will have the  
17 opportunity to provide supporting documentation to show Compensable  
18 Work Weeks. If there is a dispute, the Settlement Administrator will  
19 consult with the Parties to determine whether an adjustment is warranted  
20 The Settlement Administrator shall make a recommendation as to the  
21 eligibility for, and the amounts of, any Individual Settlement Payments  
22 under the terms of this Agreement. If either Party disagrees with the  
23 recommendation, the Court will finally resolve the matter. Prior to any  
24 such resolution, counsel for the Parties will confer in good faith to resolve  
25 the dispute.

26 g. Any disputes not resolved by the Settlement Administrator concerning the  
27 administration of the Settlement will be resolved by the Court under the  
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1 laws of the State of California. Prior to any such involvement of the  
2 Court, counsel for the Parties will confer in good faith to resolve the  
3 disputes without the necessity of involving the Court.

4 h. The Notice of Proposed Class Action Settlement And Class Action  
5 Settlement Hearing shall state that Settlement Class Members who do not  
6 wish to participate in the Settlement must mail the Settlement  
7 Administrator a written statement of opting out (“Notice of Opt-Out” by  
8 the Response Deadline. The Notice of Opt-Out must be signed by the  
9 Settlement Class member and state (1) the full name of the Settlement  
10 Class Member; (2) the Settlement Class Member's Claimant ID number;  
11 and (3) that the Settlement Class member wishes to opt out. Settlement  
12 Class Members who do not opt out in the manner specified above shall be  
13 deemed to be participants in the Settlement and will be bound by the terms  
14 of the Settlement. At no time shall any of the Parties or their counsel seek  
15 to solicit or otherwise encourage Settlement Class Members to opt out  
16 from the Settlement.

17 i. The Notice of Proposed Class Action Settlement And Class Action  
18 Settlement Hearing shall state that Settlement Class Members who wish to  
19 object to the Settlement must mail the Settlement Administrator a written  
20 statement of objection (“Notice of Objection”) by the Response Deadline.

21 j. Upon completion of these steps by the Settlement Administrator as  
22 described in the Settlement Agreement, Plaintiffs and Defendants shall be  
23 deemed to have satisfied their obligation to provide the Notice Packet to  
24 the Settlement Class Members.

25 k. Class Counsel shall provide to the Court, no later than sixteen (16) court  
26 days prior to the Final Approval Hearing, a declaration by the Settlement  
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1 Administrator of due diligence and proof of mailing with regard to the  
2 mailing of the Notice Packet.

3 10. Any Settlement Class Member may enter an appearance in the action, at his or her  
4 own expense, individually or through counsel of his or her choice. If they do not  
5 enter and appearance or exclude themselves from the Settlement by opting out,  
6 they will be represented by Class Counsel.

7 11. Any Settlement Class Members who wish to object to the Settlement must mail  
8 the Settlement Administrator a written statement of objection (“Notice of  
9 Objection”) by the Response Deadline. The Notice of Objection must be signed  
10 by the Settlement Class Member and state: (1) the full name of the Settlement  
11 Class Member; (2) the dates of employment of the Settlement Class Member; (3)  
12 the Settlement Class Members Claimant ID number; (4) the basis for the  
13 objection; and (5) whether the Settlement Class Member intends to appear at the  
14 Final Approval/Settlement Fairness Hearing. Settlement Class Members who fail  
15 to make objections in the manner specified above shall be deemed to have  
16 waived any objections and shall be foreclosed from making any objections  
17 (whether by appeal or otherwise) to the Settlement. Settlement Class Members  
18 who submit a timely Notice of Objection will have a right to appear at the Final  
19 Approval/Settlement Fairness Hearing in order to have their objections heard by  
20 the Court. No Settlement Class Member may appear at the Final Approval  
21 Settlement Fairness Hearing unless he or she has timely mailed an objection that  
22 complies with the procedures provided in this paragraph. At no time shall any of  
23 the Parties or their counsel seek to solicit or otherwise encourage Settlement Class  
24 Members to file or serve written objections to the Settlement or appeal from the  
25 Final Judgment.

26 12. A hearing on Final Approval (the “Final Approval Hearing”) shall be held on  
27 December 15, , 2022 at 8:30 a.m./~~p.m.~~ in Department 73 of the Superior  
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1 Court of the State of California in and for the County of Los Angeles, to  
2 determine if the proposed Settlement is fair, reasonable, and adequate, and should  
3 be finally approved by the Court, whether Judgment should be entered herein, and  
4 to determine the amount of attorneys' fees and costs that should be awarded to  
5 Class Counsel, the amount of the Class Representatives Enhancement Award, and  
6 penalties payable pursuant to Labor Code Section 2699 ("PAGA").

7 13. All briefs, evidence and materials filed in support of the Final Approval Hearing  
8 shall be filed with this Court no later than sixteen (16) court days before the date  
9 set for the Final Approval Hearing.

10 14. The Court reserves the right to adjourn the date of the Final Approval Hearing  
11 without further notice to the Settlement Class Members and retains jurisdiction to  
12 consider all further applications arising out of or connected with the proposed  
13 Settlement.

14 15. If for any reason the Court does not execute and file an Order granting Final  
15 Approval and Judgment, the Settlement Agreement and the proposed Settlement  
16 which is the subject of this Order and all evidence, briefs and proceedings had in  
17 connection therewith shall be without prejudice to the status quo ante rights of the  
18 Parties to the litigation as more specifically set forth in the Settlement Agreement.

19 16. Pending further order of this Court, all proceedings in this matter except those  
20 contemplated herein and in the Settlement Agreement are stayed.

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17. Pending final determination of whether the Settlement Agreement should be approved, neither Stephanie Zamora, Jascha Dlugatch, Dillon Eissing, or Canyon Williams, nor Class Members, either directly, representatively or in any other capacity, shall commence or prosecute against any of the Released Parties any action or proceeding in any court or tribunal asserting any of the Released Claims or any claims related thereto, as defined in the Settlement Agreement.

**IT IS SO ORDERED.**

DATED: 09/27/2022

  
\_\_\_\_\_  
Hon. Timothy Patrick Dillon  
Judge of the Superior Court of California

# **EXHIBIT 1**

**NOTICE OF PENDENCY OF PAGA AND CLASS ACTION SETTLEMENT**

This notice is being sent to certain current and former non-exempt employees of Ambulnz Health, LLC, Ambulnz, Inc., and Ambulnz Holdings, LLC (“**Corporate Defendants**”) who worked for one or more of the Corporate Defendants at any time from February 7, 2016 to August 10, 2022. An additional Defendant is Stan Vashovsky (together with the Corporate Defendants, the “**Defendants**”).

**PLEASE READ THIS NOTICE CAREFULLY**

IT MAY AFFECT YOUR LEGAL RIGHTS IN CONNECTION WITH THE SETTLEMENT OF A CLASS ACTION AND PAGA LAWSUIT.

**A. WHAT IS THIS NOTICE ABOUT?**

A proposed One Million Dollar (\$1,000,000) settlement (the “**Settlement**”) has been reached between the Plaintiffs and the Defendants in the following two lawsuits: (1) *Stephanie Zamora v. Ambulnz Health, LLC et al.*, Superior Court of California, County of Los Angeles Case No. 18STCV00385 and (2) *Jascha Dlugatch, et al. v. Ambulnz Health, LLC.*, Superior Court of California, County of Los Angeles Case No. 18STCV03971 (the “**Actions**”).

**The Class Settlement.** Plaintiffs Stephanie Zamora, Jascha Dlugatch, Dillon Eissing, and Canyon Williams are pursuing the Actions seeking damages on behalf of themselves and certain individuals who worked as non-exempt employees for the Corporate Defendants during the “**Class Period**,” which runs from February 7, 2016 to August 10, 2022.

**The PAGA Settlement.** Plaintiffs Stephanie Zamora, Jascha Dlugatch, Dillon Eissing, and Canyon Williams are also pursuing the Actions on behalf of themselves, the State of California, and all current or former non-exempt employees of any of the Corporate Defendants who were paid by the hour and/or by session (the “**Aggrieved Employees**”) during the period of February 7, 2016 to August 10, 2022 and (the “**PAGA Period**”) seeking civil penalties pursuant to the Private Attorneys’ General Act of 2004, California Labor Code section 2698 *et seq.* (“**PAGA**”).

The Court has preliminarily approved the Settlement. The Court appointed Vick Law Group, APC, and KJT Law Group LLP to serve as **Class Counsel** for the Settlement Class Members.

**B. WHAT IS THIS LAWSUIT ABOUT?**

In the Actions, Plaintiffs allege, among other things, that Corporate Defendants and others: (1) failed to pay minimum wage; (2) failed to pay overtime wages; (3) failed to provide required uninterrupted meal periods; (4) failed to provide required uninterrupted rest breaks; (5) failed to furnish accurate wage statements; (6) failed to maintain required records; (7) failed to pay waiting time penalties; (8) failed to reimburse for business expenditures and losses; (9) unlawfully took deductions from wages; (10) engaged in unfair and unlawful business practices; (11) violated the Labor Code’s Private Attorney General Act; (12) violated California Labor Code § 226.2; (13) misclassified employees; (14) failed to pay paid sick days; (15) failed to provide employees with signed copies of contracts and applications; (16) violated the California Labor Code for alternate workweeks; (17) willfully failed to maintain records required by California Labor Code § 1174; (18) failed to allow current and former employees to inspect his/her personnel records; failed to provide a clean workplace; and (20) failed to secure the payment of compensation. The Lawsuits seek, among other things: (a) damages; (b) interest, and (c) civil penalties, under the Private Attorney General Act, Labor Code § 2699(a) (“**PAGA**”), on behalf of all “**Aggrieved Employees**.” The Defendants dispute these allegations and deny liability.

**The Settlement Class.** The Settlement Class Members are comprised of approximately 1,614 class members who are current and former non-exempt hourly employees and/or persons alleged to be non-exempt employees who worked for Defendants during the Class Period. Class Members will be able to opt out of the settlement.

**The PAGA Aggrieved Employees.** The Settlement also settles a PAGA claim involving approximately 1,189 current or former Aggrieved Employees during the PAGA Period. Aggrieved Employees will NOT be able to opt out of the PAGA portion of the settlement.

The Settlement represents a compromise of disputed claims. Nothing in the Settlement is intended to be or will be construed as an admission by the Defendants that Plaintiffs' claims in the Actions have merit or that they owe compensation to Plaintiffs or settlement members for the conduct alleged in the Action. On the contrary, Defendants deny any and all such liability.

### C. SUMMARY OF THE SETTLEMENT PAYMENTS

1. **Total Settlement Amount:** Defendants will pay \$1,000,000 as the Settlement Amount. The Settlement Amount is the total amount that Defendants shall be obligated to pay under the Settlement to the Class Members and Aggrieved Employees. The Settlement Amount will pay Class Representative Enhancements, Attorneys' Fees and Litigation Costs, Settlement Administration Costs, payment of the PAGA Claim, and payment of the Net Settlement Amount, which includes payroll taxes. According to defendant's records, you worked an estimated total of <<PayPeriods>> pay periods for an estimated settlement amount of <<estAmount>>.

a. **Class Representative Enhancements:** Class Representatives (Stephanie Zamora, Jascha Dlugatch, Dillon Eissing, and Canyon Williams) will seek approval from the Court for a payment of \$7,500 each for prosecuting the Actions and for the Complete and General Release that they are individually providing to Defendants as part of the Settlement. If awarded by the Court, the Class Representative Payments will be paid out of the Settlement Amount.

b. **Attorneys' Fees:** Class Counsel have spent over four years prosecuting the Actions on behalf of the Class. In consideration for these efforts, Class Counsel intend to request thirty-three percent (\$330,000) as an award of attorneys' fees for the services the attorneys representing the Plaintiffs in the Actions have rendered and will render to the Settlement Class Members and PAGA class members. Fifty percent of any award shall be payable to the Vick Law Group, APC, and fifty percent of the award shall be payable to KJT Law Group LLP. The payment of the Attorneys' Fees from out of the Settlement will constitute full and complete compensation for all legal fees of all attorneys representing Plaintiffs in the Actions and all work done through the completion of the Actions, whatever date that may be.

c. **Litigation Costs:** Vick Law Group, APC and KJT Law Group LLP will request reimbursement for actual and reasonable litigation costs incurred in the investigation, litigation, and resolution of the Actions. The payment of the Litigation Costs from out of the Settlement Amount will constitute full and complete compensation for all costs and expenses of all attorneys representing Plaintiffs in the Actions.

d. **Settlement Administration Costs:** Settlement Administration costs of \$26,000 will be paid out of the Settlement Amount to CPT Group, Inc. for administration of the settlement. The Court has appointed CPT Group to act as an independent Settlement Administrator for purposes of administering this Settlement.

e. **Payment of PAGA Claim:** \$80,000 of the Settlement Amount has been allocated to PAGA civil penalties, 75% of which is payable to the California Labor and Workforce Development Agency as required by Labor Code section 2699, and 25% payable on a pro-rata basis to the Aggrieved Employees.

f. **Net Settlement Amount:** The Net Settlement Amount means the Settlement Amount, less Attorneys' Fees and Litigation Costs, Class Representative Enhancements, PAGA Payment, and Settlement Administration Costs.

g. **Payment of Class Claims:** The Net Settlement Amount shall be paid to the Participating Class Members (who do not opt-out) shall be paid to all Participating Class Members based on the total number of Compensable Workweeks for all Participating Class Members. The Settlement Administrator will calculate the amount due to each Participating Class Member by multiplying the appropriate Dollars-per-Compensable Workweek amount by the number of Compensable Workweeks worked by each Participating Class Member.

2. **Distribution of Settlement.** The Class Representative Enhancements, Attorneys' Fees and Litigation Costs, Settlement Administration Costs, PAGA Settlement Amount, and payment of the Net Settlement Amount will be paid 60 days after the Court enters a Final Approval Order and the Judgment if no motions for reconsideration or appeals or other efforts to obtain review have been filed (the "Effective Date").

3. **Unclaimed Funds.** Any unclaimed funds resulting from Settlement Class Members' failure to cash Class Payment checks and/or Individual PAGA Payment checks by the Void Date shall be transmitted by the Settlement Administrator to **Legal Aid at Work**, a nonprofit legal services organization that has been assisting low-income, working families for more than 100 years.

4. If the Court does not grant final approval of the Settlement or if the Judgment does not become final and binding for any reason, then the Settlement will become null and void; if that occurs, neither Plaintiffs nor Defendants will have further obligations under the Settlement. An award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the Class Representative Enhancements, Attorneys' Fees, Litigation Costs, PAGA Settlement Amount, or Settlement Administration Costs will not render the Settlement null and void.

#### **D. WHAT CLAIMS ARE RELEASED?**

1. **Class Released Claims.** If you do not opt-out of the Settlement, you will become a Participating Settlement Class Member and will be unable to sue, continue to sue, or be a part of any other lawsuit against the Released Parties for the "Class Released Claims" in this Settlement.

a. **"Released Parties"** means Defendants, their past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys.

b. **"Class Released Claims"** any and all claims, demands, rights, liabilities, and causes of action that were actually alleged in the Actions, including for violation of California Labor Code Sections 201, 202, 203, 221, 223, 226, 226.2, 226.7, 226.8, 246, 400-410, 432, 510, 511, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 2350, 2698, 2699, 2802, 3700.5, and claims for violations of California Business & Professions Code § 17200 et seq., and all claims, demands, rights, liabilities and causes of action that could have been alleged in the Actions based on the facts alleged. The release shall run for the duration of the Class Period.

2. **PAGA Released Claims.** If the Court grants final approval of the settlement, all Aggrieved Employees will receive their share of the PAGA Payment, whether or not they objected to the settlement or opted-out as a class member. However, all Aggrieved Employees will release the PAGA Released Claims, which consist of Labor Code violations that could have been premised on the facts identified in both: (i) the Plaintiffs' underlying PAGA letters to the LWDA; and (ii) the operative complaints (both of which can be provided to you upon request). All Aggrieved Employees shall be deemed to have released their PAGA claims, notwithstanding whether they timely opted out of the class action settlement.

#### **F. WHAT ARE MY RIGHTS AS A SETTLEMENT CLASS MEMBER?**

1. **Participating in the Settlement:** You do not need to do anything to participate in this Settlement. If the Court grants final approval to the Settlement, you will be entitled to receive your portion of the Net Settlement Amount approximately 60 days after the Effective Date. As a Participating Settlement Class Member, you will be bound by the terms of the Settlement and the Judgment entered by the Court and you will be deemed to have released the Class Released Claims against the Released Parties described above.

2. **Objecting to the Settlement:** You can ask the Court to deny approval of the Settlement by mailing the Settlement Administrator CPT Group, Inc. (located at 50 Corporate Park, Irvine, California 92606) a written statement of objection ("Notice of Objection") within 45 days from the date the Settlement Administrator mails the Notice Packets (the **"Response Deadline"**). The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the Settlement Class Member's Claimant identification number; (4) the basis for the objection; and (5) whether the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Settlement Class Members who fail to make an objection or file a notice to appear may nonetheless appear at the final approval hearing. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the Actions will continue. If that is what you want to happen, you must object.

3. **Opting Out of the Settlement.** Members of the Class who wish to exclude themselves from the Settlement shall submit a request for exclusion to the Settlement Administrator by the Response Deadline. However, Class Members shall not be able to request exclusion from the PAGA portion of the Settlement, and they shall release and be paid an Individual Settlement Award for their release of their PAGA claim, notwithstanding their submission of a timely request for exclusion.

4. **Disputes Regarding Individual Settlement Payments.** Settlement Class Members will have the opportunity, should they disagree with Defendants' records regarding the number of Compensable Work Weeks worked by Settlement Class Members stated on the Notice of Proposed Class Action Settlement and Class Action Settlement Hearing, to provide documentation and/or an explanation to the Settlement Administrator to show contrary Compensable Work Weeks up to and including the Response Deadline. The Settlement Administrator shall make a recommendation as to the eligibility for, and the amounts of, any individual Settlement Payments under the Settlement. If either Party disagrees with the recommendation, the Court will finally resolve the matter.

## **G. FINAL SETTLEMENT APPROVAL HEARING**

The Court will hold a Final Approval Hearing on [REDACTED] at [REDACTED], or as soon thereafter as counsel can be heard before the Timothy Patrick Dillon, in Department 73 of the Los Angeles County Superior Court located at 111 N. Hill Street, Los Angeles, California 90012 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Class Representative Enhancement, the Attorneys' Fees, the Litigation Costs, the PAGA Settlement Amount, and the Settlement Administration Costs.

**Face Masks And Social Distancing Guidelines.** If you appear at the Final Fairness Hearing, you must abide by the Court's most recent Face Masks and Social Distancing Guidelines, which are available at [www.lacourt.org](http://www.lacourt.org). The Court's Current Guidelines are:

- All persons entering any courthouse or courtroom shall wear a face mask over their nose and mouth at all times within public areas of the courthouse or courtroom.
- Non-exempt individuals who decline or refuse to wear a face mask will be denied entry to the courthouse and/or courtroom.
- Individuals who remove their face masks after entering the courthouse or courtroom will be reminded to wear them. If they refuse, they may be denied services, may have their legal matters rescheduled and/or will be asked to leave the courthouse or courtroom immediately.
- Persons who refuse to leave voluntarily will be escorted out of the courthouse and/or courtroom by Los Angeles County Sheriff's Department personnel.
- Individuals are required to maintain at least six (6) feet of physical distance from all persons (except those within your household) at all times and comply with social distance signage throughout the courthouse.
- Use hand sanitizer when entering the courthouse, practice good hand-washing hygiene and cover coughs and sneezes, preferably with a tissue.

The Final Approval Hearing may be postponed without further notice to Class Members. You are advised to check the settlement website at [REDACTED] or the Court's Case Access website at <http://www.lacourt.org/case-summary/ui/index.aspx?casetype=civil> to confirm that the date has not been changed. **It is not necessary for you to appear at this hearing for you to receive your share of the settlement.** You do not need to appear at this hearing unless you wish to object to the Settlement. If you have sent a written objection, you may appear at the hearing if you choose to do so.

**Notice of Final Judgment.** If the Court grants final approval of the Settlement, the Settlement Administrator will post notice of final judgment on its website or one created for the purposes of administration within seven (7) calendar days of entry of the Final Order and Judgment.

## **H. GETTING MORE INFORMATION**

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, or if you have questions about the Settlement, please contact the Settlement Administrator (see below contact information), contact Class Counsel (see below contact information), or access the Court docket in this case.

### **Settlement Administrator:**

Stephanie Zamora, et al. v. Ambulnz Health, LLC, et al.  
**c/o CPT Group**  
50 Corporate Park  
Irvine, California 92606  
[www.cptgroupcaseinfo.com/AmbulnzHealthSettlement](http://www.cptgroupcaseinfo.com/AmbulnzHealthSettlement)  
1 (888) 398-3461

### **Class Counsel:**

Scott Vick, Esq.  
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301 N. Lake Avenue, Suite 1000  
Pasadena, California 91101  
Telephone: (213) 784-6225  
E-Mail: Scott@vicklawgroup

Vache A. Thomassian, Esq.  
Caspar Jivalagian, Esq.  
Christopher Adams, Esq.  
KJT LAW GROUP LLP  
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**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.**

By Order of the Court