

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Burton, et al. v. Ambulance Productions, LLC
Los Angeles Superior Court Case No. 22STCV31529

***The 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 may be eligible to receive money from an employee class action lawsuit (“Action”) against Ambulance Productions, LLC (“Ambulance” is used herein as a placeholder) for alleged wage and hour violations on Season 1 of the production “Ambulance” (the “Production”). The Action was filed by a former Ambulance employees Robert Burton, Douglas Kirkland, Edward Martinez, Michael Bissett and Lawrence Henderson (collectively, “Plaintiffs”) and seeks payment for alleged (1) continuing wage penalties; (2) failure to provide meal breaks; (3) failure to provide rest breaks; (4) failure to pay minimum wage and overtime; (5) improper wage statements; (6) unfair business practices; (7) failure to produce employment records; and (8) failure to reimburse expenses, for a class of 56 hourly employees (“Class Members”) who worked for Ambulance during the Class Period (November 2, 2020, and the date of preliminary approval of settlement); and (2) penalties under the California Private Attorney General Act (“PAGA”) for hourly employees who worked on the Production during the PAGA Period (November 2, 2020, and the date of preliminary approval of settlement)(“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Ambulance to fund Individual Class Payments, and (2) a PAGA Settlement requiring Ambulance to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Ambulance’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<ESA Before PAGA>> and your Individual PAGA Payment is estimated to be \$<<PAGA Payment>>**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Ambulance’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Ambulance’s records showing that **you worked <<Total Weeks>> workweeks** during the Class Period and **you worked <<PAGA Weeks>> workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Ambulance to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Ambulance.

If you worked for Ambulance during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Ambulance.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion [attached to this Notice] or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Ambulance, but remain eligible for an Individual PAGA Payment (and release Ambulance from PAGA Period penalty claims). You cannot opt-out of the PAGA portion of the proposed Settlement.

Ambulance will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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| You Don't Have to Do Anything to Participate in the Settlement | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert wage and hour claims and PAGA penalty claims against Ambulance based on the Class Period facts and PAGA Period facts respectively alleged in the Action. |
| You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is October 10, 2023. | If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. All Non-Participating Class members who worked during the PAGA Period remain eligible to receive an Individual PAGA Payment and must to give up their rights to pursue PAGA penalty claims against Ambulance based on the PAGA Period facts alleged in the Action. Non-Participating Class Members also can't object to any portion of the proposed Settlement. |
| Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement | Participating Class Members can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to |
| Written Objections Must be Submitted by October 10, 2023. | Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice. |
| You Can Participate in the April 2, 2024, Final Approval Hearing | The Court's Final Approval Hearing is scheduled to take place on April 2, 2024, at 10:00 a.m. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice. |
| You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by October 10, 2023 | The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Workweeks you worked according to Ambulance's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by October 10, 2023. See Section 4 of this Notice. |

1. WHAT IS THE ACTION ABOUT?

Each Plaintiff is former Ambulance employee. The Action accuses Ambulance of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Alan Harris & David Garrett of Harris & Ruble ("Class Counsel.") Ambulance strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Ambulance or Plaintiff is correct on the merits. In the meantime, Plaintiff and Ambulance engaged in extensive, adversarial negotiations with experienced class action counsel over the course of several months in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Ambulance have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Ambulance does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Ambulance has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Ambulance Will Pay \$200,000 as the Gross Settlement Amount (Gross Settlement). Ambulance has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Ambulance will fund the Gross Settlement not more than [14] days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$66,667 (33.3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$12,500 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000 as a Class Representative Award for each Plaintiff filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$5,000 to the Administrator for services administering the Settlement.
- D. Up to \$10,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Workweeks. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
3. Taxes Owed on Payments to Class Members. The Individual PAGA Payments are for penalties rather than wages. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. The individual Settlement Payment to each Settlement Class Member will be one-third (1/3) wages and two thirds (2/3) penalties and interest. The Claims Administrator shall issue to each Participating Class Member an IRS Form 1099 and IRS Form W2 to report each Participating Class Member's cash benefit. Defendant shall be responsible for paying, in addition to the GFV, any applicable and lawfully required employer payroll taxes. Although Plaintiff and Ambulance have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.
4. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (**void date**). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. [If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.]
5. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than October 10, 2023, that you wish to opt-out. The easiest way to notify the Administrator is to fill out, sign and send the Request for Exclusion [attached as Exhibit 1 to this Notice] by the October 10, 2023 deadline. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Ambulance.

You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Ambulance based on the PAGA Period facts alleged in the Action.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Ambulance have agreed that, in either case, the Settlement will be void Ambulance will not pay any money and Class Members will not release any claims against Ambulance.
6. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators, (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax

forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

7. Participating Class Members' Release. After the Judgment is final and Ambulance has fully funded the Gross Settlement (and separately paid all employer-side payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Ambulance or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Upon funding of the Settlement by Defendant, the Settlement Class, and each Class Member who has not submitted a timely and valid written request to opt out of the Settlement shall have released, to the maximum extent permitted by law, Defendant, and each of the Releasees, through, or in concert with any of them, from all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action contingent or accrued for, or which arise from or are reasonably related to the facts, allegations or claims asserted in the Litigation ("Released Claims"). The Released Claims include but are not limited to all claims for alleged wage and hour violations or unfair competition, including but not limited to any claims of or related to off-the-clock work, unpaid minimum or overtime wages, meal periods, rest periods, wages not timely paid during employment, final wages not timely paid, bonus calculations into regular rate of pay for purposes of overtime compensation, wage statements, expense reimbursements, failure to maintain payroll records, restitution and other equitable relief, liquidated damages, punitive damages, waiting time penalties, any and all other penalties related to these claims, and any and all other possible benefit claimed on account of the allegations asserted in the Litigation, or that reasonably relate to the Litigation including but not limited to claims under California Labor Code sections 201, 202, 203, 204, 210, 218, 218.6, 221, 226, 226.3, 226.7, 351, 510, 512, 515, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1194.3, 1195.5, 1197.2, 1198, 1198.3, 1198.5, 1199, 2698, 2699.3 et. seq., 2802, California Business & Professions Code § 17200 et seq., Cal. Code Regs., Title 8, § 11000 et seq., PAGA, and all applicable IWC wage orders and wage order provisions, arising during the Class Period.

8. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Ambulance has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Ambulance, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Ambulance or its related entities based on the PAGA Letter an alleged in the Complaint and resolved by this Settlement.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Class Period Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Class Period Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$[2,500] by the total number of PAGA Workweeks worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Workweeks worked by each individual Aggrieved Employee.

Workweek Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Workweeks you worked during the PAGA Period, as recorded in Ambulance's records, are stated in the first page of this Notice. **You have until October 10, 2023, to challenge the number of Workweeks credited to you.** You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Ambulance's calculation of Workweeks based on Ambulance's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Ambulance's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator’s contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

[The easiest way to opt-out is to fill out, sign and send the Request for Exclusion attached to this Notice. You don’t have use the Request for Exclusion form.] The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as [caption of Action], and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by October 10, 2023, or it will be invalid.** Section 9 of the Notice has the Administrator’s contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Ambulance are asking the Court to approve. At least 16 court days before the April 2, 2024, Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator’s Website <https://www.phoenixclassaction.com/ambulance-production/> or the Court’s website (<https://www.lacourt.org/lacc/>).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is October 10, 2023.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action [case caption] and include your name, current address, telephone number, and approximate dates of employment for [Ambulance] and sign the objection. Section 9 of this Notice has the Administrator’s contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don’t have to, attend the Final Approval Hearing on April 2, 2024, at 10:00 a.m. in Department 7 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court’s website for the most current information.

It’s possible the Court will reschedule the Final Approval Hearing. You should check the Administrator’s website <https://www.phoenixclassaction.com/ambulance-production/> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement spells out everything Ambulance and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Phoenix Settlement Administrators’ website at <https://www.phoenixclassaction.com/ambulance-production/>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. [number]. You can also make an appointment to personally review court documents in the Clerk’s Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE DEPARTMENT 12 OF THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund [https://www.sco.ca.gov/upd_msg.html] for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address