

NOTICE OF CLASS ACTION SETTLEMENT

To: All Priority One Medical Transport Emergency Medical Technicians ("EMTs") and Paramedics worked at any time from May 26, 2005 to October 22, 2010.

This is a Court-approved Notice. You are not being sued, but your Legal Rights will be affected by this Lawsuit, So

YOU SHOULD READ THIS NOTICE CAREFULLY

This notice is to inform you that there is a lawsuit pending in the United States District Court for the Central District of California which alleges that during the period of May 26, 2005 through October 22, 2010, Priority One Medical Transport, Inc. (hereinafter "POMT") did not pay its EMTs, Paramedic employees, Registered Nurses and Respiratory Therapists for all hours worked, including payment of minimum, overtime wages, and accrued vacation wages for, among other things, such things as time spent during 12 and 24 hour shifts where the EMTs, Paramedics, Registered Nurses and Respiratory Therapists were not in the process of actively responding to calls. The Complaint further alleges that POMT failed to provide its EMTs, Paramedics, Registered Nurses and Respiratory Therapists with meal and rest periods in compliance with California law; failed to provide accurate, code-compliant pay stubs; failed to timely pay all wages due at the time of the termination of employment of its EMTs, Paramedics, Registered Nurses and Respiratory Therapists; and engaged in unfair business practices by engaging in the foregoing alleged acts. POMT denies that it committed any of the foregoing violations and contends that it treated all of its EMTs, Paramedics, Registered Nurses and Respiratory Therapists legally during the time period in question; nevertheless, POMT prefers to settle these disputed claims by making payments to its EMTs, Paramedics, Registered Nurses and Respiratory Therapists rather than continuing the legal process. Thus, the Parties settled this lawsuit in a manner in which all Parties believe will benefit the EMTs, Paramedics, Registered Nurses and Respiratory Therapists as well as the Company operations. Class Counsel and POMT encourage all eligible EMTs, Paramedics, Registered Nurses and Respiratory Therapists to participate fully in this Settlement.

Pursuant to the Order of the Court entered on October 22, 2010, the proposed settlement (the "Settlement") has been preliminarily approved by the United States District Court. You have received this court-approved notice because the Company's records indicate that you are a member of the Class. This notice is designed to inform you of how you can obtain your share of the settlement payment, or object to the Settlement or elect to exclude yourself and receive no payment.

I. SUMMARY OF THE SETTLEMENT

A. Who is included in the Settlement?

You are a Class Member and are included in the Settlement if you worked in California for Priority One Medical Transport, Inc. as an EMT, Paramedic, Registered Nurse or Respiratory Therapist at any time from May 26, 2005 through and including October 22, 2010.

B. What will I receive from the Settlement if I make a claim?

Class Members who submit valid Claim Forms will receive a payment from this Settlement, and all parties, including the Company, encourage you to submit a Claim Form. The Company will make a Settlement payment ("Settlement Payment") to each Class Member who submits a valid claim based as set forth below.

The Settlement calls for the payment by the Company of Two Hundred Fifteen Thousand Dollars (\$215,000) (referred to as the "Settlement Fund"). The following will be deducted from the Settlement Fund: attorneys' fees, costs and expenses of Class Counsel approved by the Court; service payments to the Class Representative as approved by the Court; the payment to the Labor Workforce Development Agency ("LWDA"); and the costs of administering the Settlement. What is left is the "Net Settlement Fund." The Net Settlement Fund is presently estimated to be One Hundred Five Thousand Dollars (\$105,334.05).

All participating members of the Class will be paid a portion of the Net Settlement Fund based on the total number of weeks worked as an EMT, Paramedic, Registered Nurse and/or a Respiratory Therapist for POMT in California during the period of May 26, 2005 to October 22, 2010. ("Compensable Workweeks"). The greater the number of Compensable Workweeks which you worked, the greater your share of the Net Settlement Fund will be. There is a second component of the Settlement, which is allocated for the claims related to unpaid, accrued vacation pay for Class Members whose employment with POMT lasted less than 6 months and who, pursuant to company policy, allegedly forfeited such accrued vacation pay upon termination. Of the approximately \$105,334.05 in the Net Settlement Fund, \$15,000 is allocated to the claims for accrued vacation pay. Again, as with other claims, if you are one of the Class Members whose employment terminated within 6 months of your hiring date, you will be entitled to a share of that \$15,000 based upon the number of workweeks you worked as compared to the overall number of workweeks worked by all class members whose employment terminated within 6 months of their hiring date. This is to say that you will receive a pro-rata amount of the \$15,000 allocated to accrued vacation forfeiture claims.

If the Court approves the costs, attorneys fees, and payments requested, each employee's share will be calculated and paid in accordance with the Settlement agreement entered into by the parties as outlined above. The exact amount of the payment you will receive will depend upon the amounts approved by the Court as well as the number of workweeks that you worked during the time period in question (known as the Class Period, which is from May 26, 2005 through and including October 22, 2010). The Claim Form provided to you along with this Notice will provide you an estimate of the minimum amount you should expect to receive if you agree to participate in the Settlement. However, you may be paid a greater amount to the extent that eligible Class Members do not submit claims. To the extent that eligible Class Members do not submit Claim Forms, the portion of money that would have otherwise been allocated to their claims will be re-distributed on a pro-rata basis to those eligible Class Members who participate. You should also be aware that the amount stated on your Claim Form as an estimate of the payment due to you under the Settlement is subject to payroll taxes for one-third (1/3) of the amount payable to you and will be reported to the IRS on a W-2 form. The remaining two-thirds (2/3) of the amounts payable to you are also subject to income tax; however, those amounts are allocated one-third (1/3) to interest and one-third (1/3) to penalties and will be reported to the IRS on a 1099 form.

C. When will I receive my Settlement Payment?

The Settlement payments will be paid approximately forty (40) days after final Court approval of the Settlement, so long as there are no appeals filed following the Court's Final Approval Order. Final approval typically, occurs at the Fairness Hearing presently scheduled for March 21, 2011. However, if an appeal is filed, you will receive a further notification from the Parties.

D. How do I Claim my share of the Settlement Money?

To receive your share of the Settlement money, you must complete the enclosed Claim Form and return it in the enclosed pre-addressed, postage-paid envelope by the date stated on the Form.

E. What if I do not submit a Claim Form or an Exclusion Form?

If you do not submit a Claim Form or an Exclusion Form, you will be bound by the Settlement, but you will not receive any money for any of the claims released by way of this Settlement premised on California law. You will lose any rights you would otherwise have to sue the Company for claims that your rights under state wage-and-hour law have been violated. However, if you do not submit a Claim Form or an Exclusion Form, you will *not* be deemed to have released any claims raised in this case pursuant to the Federal Fair Labor Standards Act for unpaid minimum wages and/or overtime. Thus, in sum, while you will not lose your rights, if any, under federal law related to the claims set forth in this lawsuit, your failure to submit either a Claim Form or an Exclusion Form will result in you receiving no payment under the Settlement and losing all your state law rights reasonably related to the claims set forth in this lawsuit. That is why the parties encourage you to submit a Claim Form.

F. Release of Claims.

Upon the final approval of the Settlement by the Court, the Class Representatives and each member of the Settlement Class (other than those who submit Exclusion Forms) fully release and discharge Defendant, and its parent, subsidiaries, partners and affiliates, and their officers, directors, employees, and agents, and any other successors, assigns, or legal representatives ("Released Parties"), from any and all claims, rights, demands, liabilities, and causes of Action, known or unknown, that were alleged or which could have been alleged to the extent that such claims are based on, arise out of, or are reasonably related to the alleged facts, circumstances and occurrences underlying the allegations as set forth in the

action (in the original or any amended complaint), during the period from May 26, 2005 through and including October 22, 2010 (the "Released Period"), except, however, that claims under the federal Fair Labor Standards Act, as amended ("FLSA"), are released only by those Class Members who submit Claim Forms pursuant to this Settlement. Such release includes, without limitation, statutory, constitutional, contractual or common law claims for wages, accrued vacation time, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, including the federal Fair Labor Standards Act (for those who submit claim forms), the California Labor Code Sections 96 through 98.2 *et seq.*, the California Payment of Wages Law, and in particular, California Labor Code §§ 200 *et seq.*, including California Labor Code §§ 200 through 243, and §§ 203 and 218 and 218.5 in particular, California Labor Code §§ 300 *et seq.*, California Labor Code §§ 400 *et seq.*, California Working Hours Law, California Labor Code §§ 500 *et seq.*, California Labor Code § 1194, the California Unfair Competition Act, and in particular, California Business & Professions Code §§ 17200 *et seq.*, the California Labor Code Private Attorneys General Act of 2004, codified at California Labor Code §§ 2698 through 2699, California Code of Civil Procedure § 1021.5, and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations ("Released Claims").

The Class Members waive all rights and benefits afforded by Section 1542 of the Civil Code of the State of California with respect to any claims reasonably related to those identified above, and they do so understanding the significance of that waiver. Section 1542 provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her Settlement with the debtor."

If the Settlement is not approved by the Court or does not become final, the Settlement Payments will not be made and the litigation will continue.

II. PLAINTIFF AND CLASS COUNSEL SUPPORT THE SETTLEMENT

Plaintiff, as the Class Representative, and Class Counsel both support this Settlement. Their reasons include on the one hand, the risk that success in class certification and trial may render the Defendant insolvent, and, on the other hand, the risk that denial of class certification would eliminate any benefit that this Class Settlement presents, along with the other typical risks that litigants face in this sort of litigation such as the risk of the Plaintiff possibly losing the case if it were to proceed to trial along with the delays and uncertainties associated with litigation. Based on their experience litigating similar cases, Class Counsel believes that further proceedings in this case, including a trial and probable appeals, would be expensive, delay payment, and include results that are not possible to predict. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believes that the Settlement is fair, reasonable, and adequate.

III. YOUR RIGHTS AS A CLASS MEMBER

A. Your Options

You may submit a Claim Form, in which case you will receive your share of the Settlement money. The Claim Form is included in this package.

Alternatively, you may submit an Exclusion Form, in which case you receive no money but are not bound by the terms of the Settlement and may, at your own expense, pursue a separate claim. The Exclusion Form is also included in this package.

You may file an objection to the Settlement. You may submit a Claim Form and also object, but you may not submit an Exclusion Form and object to the Settlement.

B. How do I Object to the Settlement?

Any member of the Class who intends to object to final approval of the Settlement Agreement or the Fee Application must mail the notice of objection to the Claim Administrator in the prepaid envelope by December 27, 2011 and must also file an objection with the Court on or before February 7, 2011. However, if the Court rejects your objection and you have not also submitted a Claim Form, you will not receive a Settlement Payment, but you will be bound by the terms of the Settlement.

Any written objection must state: (1) your full name; (2) your address; (3) your date of birth; (4) your dates of employment with POMT as either an EMT, Paramedic, Registered Nurse or Respiratory Therapist; and (5) each specific reason for your objection and any legal support for your position. To be valid and effective, the Court and all Counsel must receive any written objections and/or notices of intent to appear at the hearing no later than February 7, 2011. A Class Member who fails to file and serve a timely written statement of objection in the manner described above will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

File your Notice of Objection with: United States District Court, 312 N. Spring Street, Room G-19, Civil Intake Section, Los Angeles, CA 90012.

You must also simultaneously send copies of your Notice to:

CLASS COUNSEL

Paul T. Cullen, Esq.
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IV. FINAL SETTLEMENT APPROVAL HEARING

It is not necessary for you to appear at this hearing. The Court will hold a Final Approval Hearing in Courtroom 780 of the United States District Court, Central District of California, in the Roybal Federal Building located at 55 E. Temple St., Los Angeles, CA 90012 on March 21, 2011, at 10:00 a.m. to determine whether the Settlement, and Class Counsel's request for costs, attorneys' fees, and the enhancement payment to the Plaintiff as the Class Representative should be finally approved as fair, reasonable, and adequate.

The hearing may be post-poned without further notice to the Class. If you have filed and served a timely written objection to the Settlement, you may appear at the hearing at your own expense.

V. GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may obtain a copy of the Stipulation for Settlement by contacting Class Counsel below.

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Email: Paul@Cullenlegal.com

IMPORTANT:

- 1. PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS!**
- 2. If you move, please send the Claims Administrator your new address. It is your responsibility to keep a current address on file with the Claims Administrator to ensure receipt of your Settlement payment.**
- 3. It is strongly recommended that you keep a copy of the completed Claim Form and proof of timely mailing until after you have received your Settlement payment.**