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FILED
Superior Court of California
County of Los Angeles

04/12/2024

David W. Slayton, Executive Officer / Clerk of Court

By: I. Arellanes Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MATTHEW SAVATTIERI, on behalf of
himself and all others similarly situated;

Plaintiff,

vs.

AMI EXPEDITIONARY HEALTHCARE, LLC,
a Delaware limited liability company; AMI
EXPEDITIONARY HEALTHCARE (USA),
LLC, a Wyoming limited liability company; and
DOES 1 through 25, inclusive.

Defendants.

SHORNIKAY CALLUM, an Individual, on
behalf of herself and all others similarly situated

Plaintiffs,

vs.

AMI EXPEDITIONARY HEALTHCARE
(USA), LLC, a Wyoming Limited Liability
Company; AMI EXPEDITIONARY
HEALTHCARE, LLC, a Delaware Limited
Liability Company and DOES 1 through 100,
Inclusive

Lead Case No. 21STCV33372

[Consolidated with Case Nos. 21STCV45611
and 21STCV46752]

Assigned to the Hon. Kenneth R. Freeman,
Department 14

~~REVISED~~ ~~PROPOSED~~ **FINAL**
APPROVAL ORDER GRANTING CLASS
ACTION AND PAGA SETTLEMENT

Date: March 19, 2024
Time: 11:00 a.m.
Dept.: 14

Complaint Filed: September 10, 2021
Trial Date: Not Set

~~REVISED~~ ~~PROPOSED~~ **FINAL APPROVAL ORDER**
GRANTING CLASS ACTION AND PAGA SETTLEMENT

Defendants

ASHLEY CHARLEMAGNE, BRIANA
HUGUELY, MARLA LEWIS, and SHARON
LEWIS, on behalf of themselves and others
similarly situated

Plaintiffs,

vs.

AMI EXPEDITIONARY HEALTHCARE
(USA), LLC, a Wyoming limited liability
company; AMI EXPEDITIONARY
HEALTHCARE, LLC, a Delaware limited
liability company; AMI HEALTH, a business
entity of unknown form; AMI
EXPEDITIONARY HEALTHCARE, a business
entity of unknown form; and DOES 1 through
50, Inclusive

Defendants.

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similarly situated

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5 Attorneys for Plaintiffs
ASHELY CHARLEMAGNE,
6 BRIANNA HUGUELY, MARIA LEWIS,
7 and SHARON LEWIS on behalf of themselves and others similarly situated
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1 Plaintiffs Matthew Savattieri, Shorniakay Callum, Ashley Charlemagne, Brianna Huguely,
2 Sharon Lewis, and Marla Lewis’ (collectively, “Plaintiffs”) Motion for Final Approval of Class Action
3 and PAGA Settlement and Motion for Class Counsel Fees Payment, Class Counsel Litigation
4 Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment
5 came before this Court on **March 19, 2024 at 11:00 a.m.** in Department 14 of the above-captioned
6 Court located at 312 N. Spring Street, Los Angeles, California 90012.

7 Having received and considered the Class Action and PAGA Settlement Agreement and Class
8 Notice (“Settlement Agreement” or “Settlement”), Plaintiffs’ Motion for Final Approval of Class
9 Action and PAGA Settlement and Motion for Class Counsel Fees Payment, Class Counsel Litigation
10 Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment,
11 the supporting papers filed by the Parties, the Declarations of Jonathan M. Genish, Miriam L.
12 Schimmel, Bruce Kokozyan, David Yeremian, Roman Shkodnik, Matthew Savattieri, Shorniakay
13 Callum, Ashley Charlemagne, Brianna Huguely, Sharon Lewis, Marla Lewis, and Christina Fowler
14 on behalf of ILYM Group, Inc., and the evidence and argument received by the Court in conjunction
15 with the Motion for Preliminary Approval of Class Action and PAGA Settlement and documents
16 thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE
17 FOLLOWING DETERMINATION:

18 1. This Court has jurisdiction over the subject matter of the above-captioned action and
19 over Plaintiffs and Defendants AMI Expeditionary Healthcare, LLC and AMI Expeditionary
20 Healthcare (USA), LLC (together, “Defendants”) (collectively, with Plaintiffs, the “Parties”),
21 including all members of the Class.

22 2. The Court finds that the Class, defined as “all current and former non-exempt
23 employees of Defendants employed by Defendants in the state of California working on the Los
24 Angeles Unified School District (LAUSD) project at any time during the Class Period, excluding any
25 such employees who separately entered into a release of claims with Defendants prior to final approval
26 of the settlement,” is properly certified as a class for settlement purposes only. The “Class Period” is
27 defined as September 10, 2017 through July 2, 2022.

28 ///

1 3. The Court appoints Plaintiffs Matthew Savattieri, Shorniakay Callum, Ashley
2 Charlemagne, Brianna Huguely, Sharon Lewis, and Marla Lewis as the Class Representatives for
3 settlement purposes only.

4 4. The Court appoints Blackstone Law, APC, Kokozian Law Firm, APC, and David
5 Yeremian & Associates, Inc. as Class Counsel for settlement purposes only.

6 5. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
7 Court Approval (“Class Notice”) provided to the Class conforms with the requirements of California
8 Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court
9 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and
10 constitutes the best notice practicable under the circumstances, by providing individual notice to all
11 Class Members who could be identified through reasonable effort, and by providing due and adequate
12 notice of the proceedings and of the matters set forth therein to the other Class Members. The Class
13 Notice fully satisfied the requirements of due process.

14 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
15 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
16 requirements for final approval of this class action settlement under California law, including the
17 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
18 3.769.

19 7. The Settlement Agreement is not an admission by Defendants, or by any other Released
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants
21 or any other Released Party. Neither this Order, the Settlement, nor any document referred to herein,
22 nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission
23 of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants or
24 any of the other Released Parties.

25 8. No Participating Class Members have objected to the terms of the Settlement.

26 9. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
27 recognition of the Plaintiffs’ efforts on behalf of the Class, the Court hereby approves the payments
28 from the Gross Settlement Amount of Class Representative Service Payments to Plaintiffs in the

amounts of \$10,000.00 to Plaintiff Matthew Savattieri and \$5,000.00 each to Plaintiffs Shorniakay Callum, Ashley Charlemagne, Brianna Huguely, Sharon Lewis, and Marla Lewis.

10. The Court approves the payment from the Gross Settlement Amount of attorneys' fees to Class Counsel in the sum of \$1,266,666.67 (one-third of the Gross Settlement Amount), which shall be divided amongst Class Counsel pursuant to the Joint Prosecution Agreement and Fee-Sharing Agreement.

11. The Court approves the reimbursement of actual litigation costs and expenses to Class Counsel in the sum of \$28,108.73, which shall be divided amongst Class Counsel pursuant to the Joint Prosecution Agreement and Fee-Sharing Agreement.

12. The attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

13. The Court approves and orders payment from the Gross Settlement Amount in the amount of \$30,550.00 to ILYM Group, Inc. for performance of settlement administration services.

14. The Court approves and orders payment in the amount of \$75,000.00 to the Labor Workforce and Development Agency as 75% of the payment allocated toward PAGA penalties.

15. It is hereby ordered that within fourteen (14) calendar days after the Effective Date, Defendants will fund the Gross Settlement Amount by transmitting the funds to the Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

16. It is hereby ordered that within ten (10) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

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1 17. Funds from any settlement checks remaining uncashed after one hundred and eighty
2 (180) calendar days will be distributed to the California Controller’s Unclaimed Property Fund in the
3 name of the Participating Class Member and/or Aggrieved Employee thereby leaving no “unpaid
4 residue” subject to the requirements of California Code of Civil Procedure section 384, subd. (b).

5 18. The “Released Parties” are defined as AMI Expeditionary Healthcare, LLC, AMI
6 Expeditionary Healthcare (USA), LLC, AMI Health, and AMI Expeditionary Healthcare as named by
7 the named Plaintiffs in the operative complaints, and their past, present and/or future, direct and/or
8 indirect, officers, directors, members, managers, employees, agents, representatives, attorneys,
9 insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates,
10 divisions, predecessors, successors, assigns, and joint venturers.

11 19. Effective on the date when Defendants fully funds the entire Gross Settlement Amount,
12 and in addition to the claims released under Paragraph 20 below, Plaintiffs and their respective former
13 and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns
14 generally, shall release and discharge Released Parties from all claims related to their employment
15 with Defendants, including all claims that were, or reasonably could have been, alleged based on the
16 facts contained in the Operative Complaints, and be bound by a Civil Code Section 1542 release and
17 waiver of all claims known and unknown, without exception, except as may be prohibited by law.
18 This specifically excludes claims for unemployment insurance, disability, social security, and workers'
19 compensation (except for claims pursuant to Labor Code Sections 132a and 4553) (“Plaintiffs’
20 Release”). Plaintiffs’ Release does not extend to any claims or actions to enforce the Settlement
21 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social
22 security benefits, workers’ compensation benefits that arose at any time, or based on occurrences
23 outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different
24 from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree,
25 nonetheless, that Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding such
26 different or additional facts or Plaintiffs’ discovery of them.

27 a. For purposes of Plaintiffs’ Release, Plaintiffs expressly waive and relinquish
28 the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

1 A general release does not extend to claims that the creditor or releasing party does not
2 know or suspect to exist in his or her favor at the time of executing the release and that,
3 if known by him or her, would have materially affected his or her settlement with the
4 debtor or released party.

5 20. Effective on the date when Defendants fully funds the entire Gross Settlement Amount,
6 Participating Class Members will fully and finally release and discharge Defendants from all claims,
7 rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged
8 based on the facts and claims asserted in the operative complaints in the *Savattieri*, *Callum*, and
9 *Charlemagne* Actions including, but not limited to, the following claims: (i) failure to pay all regular
10 wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation
11 in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to
12 reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi)
13 failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay
14 wages during employment; (viii) failure to maintain required payroll records; (ix) unfair business
15 practices that could have been premised on the claims, causes of action or legal theories of relief
16 described above or any of the claims, causes of action or legal theories of relief pleaded in the operative
17 complaints, and (x) all claims under the California Labor Code Private Attorneys General Act of 2004
18 or for civil penalties that could have been premised on the claims, causes of action or legal theories
19 described above or any of the claims, causes of action or legal theories of relief pleaded in the operative
20 complaints, including but not limited to, Labor Code sections 203, 210, 226(a), 226.3, 226.7, 1197.1,
21 510, 512, 558, 2802, and 2699 (collectively, the “Released Claims”). This release shall apply to claims
22 arising during the Class Period.

23 21. Effective on the date when Defendants fully funds the entire Gross Settlement Amount,
24 All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf
25 of themselves and their respective former and present representatives, agents, attorneys, heirs,
26 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that
27 were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
28 Operative Complaints, the PAGA Notices and ascertained in the course of the Actions.

22. No Class Members opted out of the Settlement by submitting a valid and timely Request for Exclusion, therefore, there are no Non-Participating Class Members.

23. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the determination of all controversies relating thereto.

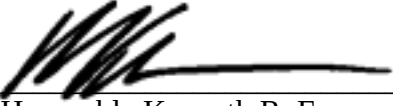
24. Notice of entry of this Order shall be given to the Class Members by posting a copy of this Order on the Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Order.

25. A Non-Appearance Case Review Re: Distribution is scheduled for December 20, 2024 at 4:00 p.m. in Department 14 of Spring Street Courthouse located at 312 N. Spring Street, Los Angeles, California 90012. Class Counsel is ordered to file a Declaration Re: Distribution by 12:00 p.m. on December 18, 2024. If the Declaration Re: Distribution is not filed by said time and date, an Order to Show Cause hearing will be set.

IT IS SO ORDERED.

Dated: 04/12/2024





Honorable Kenneth R. Freeman
Judge of the Superior Court
Kenneth R. Freeman/Judge

EXHIBIT B

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 Miriam L. Schimmel (State Bar No. 185089)
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Attorneys for Plaintiff Matthew Savattieri
 [Additional counsel listed on next page]

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 Superior Court of California
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04/12/2024

David W. Slayton, Executive Officer / Clerk of Court
 By: I. Arellanes Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MATTHEW SAVATTIERI, on behalf of
 himself and all others similarly situated;

Plaintiff,

vs.

AMI EXPEDITIONARY HEALTHCARE, LLC,
 a Delaware limited liability company; AMI
 EXPEDITIONARY HEALTHCARE (USA),
 LLC, a Wyoming limited liability company; and
 DOES 1 through 25, inclusive.

Defendants.

SHORNIKAY CALLUM, an Individual, on
 behalf of herself and all others similarly situated

Plaintiffs,

vs.

AMI EXPEDITIONARY HEALTHCARE
 (USA), LLC, a Wyoming Limited Liability
 Company; AMI EXPEDITIONARY
 HEALTHCARE, LLC, a Delaware Limited
 Liability Company and DOES 1 through 100,
Inclusive

Lead Case No. 21STCV33372

[Consolidated with Case Nos. 21STCV45611
 and 21STCV46752]

*Assigned to the Hon. Kenneth R. Freeman,
 Department 14*

~~[REVISED PROPOSED]~~ **JUDGMENT**

Date: March 19, 2024
 Time: 11:00 a.m.
 Dept.: 14

Complaint Filed: September 10, 2021
 Trial Date: Not Set

~~[REVISED PROPOSED]~~ **JUDGMENT**

1
2 Defendants

3 ASHLEY CHARLEMAGNE, BRIANA
4 HUGUELY, MARLA LEWIS, and SHARON
5 LEWIS, on behalf of themselves and others
6 similarly situated

7 Plaintiffs,

8 vs.

9 AMI EXPEDITIONARY HEALTHCARE
10 (USA), LLC, a Wyoming limited liability
11 company; AMI EXPEDITIONARY
12 HEALTHCARE, LLC, a Delaware limited
13 liability company; AMI HEALTH, a business
14 entity of unknown form; AMI
15 EXPEDITIONARY HEALTHCARE, a business
16 entity of unknown form; and DOES 1 through
17 50, Inclusive

18 Defendants.

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23 Los Angeles, California 90024
24 Tel: (323) 857-5900 / Fax: (310) 275-6301

25 Attorneys for Plaintiffs
26 SHORNIKAY CALLUM, individually and on behalf of all others
27 similarly situated

28 Emil Davtyan (SBN 299363)
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5 Attorneys for Plaintiffs

ASHELY CHARLEMAGNE,

6 BRIANNA HUGUELY, MARIA LEWIS,

7 and SHARON LEWIS on behalf of themselves and others similarly situated

1 Plaintiffs Matthew Savattieri, Shorniakay Callum, Ashley Charlemagne, Brianna Huguely,
2 Sharon Lewis, and Marla Lewis' (collectively, "Plaintiffs") Motion for Final Approval of Class Action
3 and PAGA Settlement and Motion for Class Counsel Fees Payment, Class Counsel Litigation
4 Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment
5 came before this Court on **March 19, 2024 at 11:00 a.m.** in Department 14 of the above-captioned
6 Court located at 312 N. Spring Street, Los Angeles, California 90012.

7 Having received and considered the Class Action and PAGA Settlement Agreement and Class
8 Notice ("Settlement Agreement" or "Settlement"), Plaintiffs' Motion for Final Approval of Class
9 Action and PAGA Settlement and Motion for Class Counsel Fees Payment, Class Counsel Litigation
10 Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment,
11 the supporting papers filed by the Parties, the Declarations of Jonathan M. Genish, Miriam L.
12 Schimmel, Bruce Kokozyan, David Yeremian, Roman Shkodnik, Matthew Savattieri, Shorniakay
13 Callum, Ashley Charlemagne, Brianna Huguely, Sharon Lewis, Marla Lewis, and Christina Fowler
14 on behalf of ILYM Group, Inc., and the evidence and argument received by the Court in conjunction
15 with the Motion for Preliminary Approval of Class Action and PAGA Settlement and documents
16 thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE
17 FOLLOWING DETERMINATION:

18 1. This Court has jurisdiction over the subject matter of the above-captioned action and
19 over Plaintiffs and Defendants AMI Expeditionary Healthcare, LLC and AMI Expeditionary
20 Healthcare (USA), LLC (together, "Defendants") (collectively, with Plaintiffs, the "Parties"),
21 including all members of the Class.

22 2. The Court finds that the Class, defined as "all current and former non-exempt
23 employees of Defendants employed by Defendants in the state of California working on the Los
24 Angeles Unified School District (LAUSD) project at any time during the Class Period, excluding any
25 such employees who separately entered into a release of claims with Defendants prior to final approval
26 of the settlement," is properly certified as a class for settlement purposes only. The "Class Period" is
27 defined as September 10, 2017 through July 2, 2022.

28 ///

1 3. The Court appoints Plaintiffs Matthew Savattieri, Shorniakay Callum, Ashley
2 Charlemagne, Brianna Huguely, Sharon Lewis, and Marla Lewis as the Class Representatives for
3 settlement purposes only.

4 4. The Court appoints Blackstone Law, APC, Kokozian Law Firm, APC, and David
5 Yeremian & Associates, Inc. as Class Counsel for settlement purposes only.

6 5. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
7 Court Approval (“Class Notice”) provided to the Class conforms with the requirements of California
8 Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court
9 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and
10 constitutes the best notice practicable under the circumstances, by providing individual notice to all
11 Class Members who could be identified through reasonable effort, and by providing due and adequate
12 notice of the proceedings and of the matters set forth therein to the other Class Members. The Class
13 Notice fully satisfied the requirements of due process.

14 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
15 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
16 requirements for final approval of this class action settlement under California law, including the
17 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
18 3.769.

19 7. The Settlement Agreement is not an admission by Defendants, or by any other Released
20 Party, nor is this Judgment a finding of the validity of any allegations or of any wrongdoing by
21 Defendants or any other Released Party. Neither this Judgment, the Settlement, nor any document
22 referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be
23 used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or
24 against Defendants or any of the other Released Parties.

25 8. No Participating Class Members have objected to the terms of the Settlement.

26 9. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
27 recognition of the Plaintiffs’ efforts on behalf of the Class, the Court hereby approves the payments
28 from the Gross Settlement Amount of Class Representative Service Payments to Plaintiffs in the

1 amounts of \$10,000.00 to Plaintiff Matthew Savattieri and \$5,000.00 each to Plaintiffs Shorniakay
2 Callum, Ashley Charlemagne, Brianna Huguely, Sharon Lewis, and Marla Lewis.

3 10. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
4 to Class Counsel in the sum of \$1,266,666.67 (one-third of the Gross Settlement Amount), which shall
5 be divided amongst Class Counsel pursuant to the Joint Prosecution Agreement and Fee-Sharing
6 Agreement.

7 11. The Court approves the reimbursement of actual litigation costs and expenses to Class
8 Counsel in the sum of \$28,108.73, which shall be divided amongst Class Counsel pursuant to the Joint
9 Prosecution Agreement and Fee-Sharing Agreement.

10 12. The attorneys' fees and reimbursement of litigation costs and expenses to Class
11 Counsel are reasonable amounts. The reasonableness of the fee award is determined based on a
12 reasonable percentage of the common fund obtained for the Class. Awarding fees on a percentage
13 basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

14 13. The Court approves and orders payment from the Gross Settlement Amount in the
15 amount of \$30,550.00 to ILYM Group, Inc. for performance of settlement administration services.

16 14. The Court approves and orders payment in the amount of \$75,000.00 to the Labor
17 Workforce and Development Agency as 75% of the payment allocated toward PAGA penalties.

18 15. It is hereby ordered that within fourteen (14) calendar days after the Effective Date,
19 Defendants will fund the Gross Settlement Amount by transmitting the funds to the Administrator, in
20 accordance with the terms and methodology set forth in the Settlement Agreement.

21 16. It is hereby ordered that within ten (10) calendar days after Defendant funds the Gross
22 Settlement Amount, the Administrator will mail checks for the Individual Class Payments, Individual
23 PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation
24 Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment.
25 Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and
26 Class Representative Service Payments shall not precede disbursement of Individual Class Payments
27 and Individual PAGA Payments.

28 ///

1 17. Funds from any settlement checks remaining uncashed after one hundred and eighty
2 (180) calendar days will be distributed to the California Controller’s Unclaimed Property Fund in the
3 name of the Participating Class Member and/or Aggrieved Employee thereby leaving no “unpaid
4 residue” subject to the requirements of California Code of Civil Procedure section 384, subd. (b).

5 18. The “Released Parties” are defined as AMI Expeditionary Healthcare, LLC, AMI
6 Expeditionary Healthcare (USA), LLC, AMI Health, and AMI Expeditionary Healthcare as named by
7 the named Plaintiffs in the operative complaints, and their past, present and/or future, direct and/or
8 indirect, officers, directors, members, managers, employees, agents, representatives, attorneys,
9 insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates,
10 divisions, predecessors, successors, assigns, and joint venturers.

11 19. Effective on the date when Defendants fully funds the entire Gross Settlement Amount,
12 and in addition to the claims released under Paragraph 20 below, Plaintiffs and their respective former
13 and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns
14 generally, shall release and discharge Released Parties from all claims related to their employment
15 with Defendants, including all claims that were, or reasonably could have been, alleged based on the
16 facts contained in the Operative Complaints, and be bound by a Civil Code Section 1542 release and
17 waiver of all claims known and unknown, without exception, except as may be prohibited by law.
18 This specifically excludes claims for unemployment insurance, disability, social security, and workers'
19 compensation (except for claims pursuant to Labor Code Sections 132a and 4553) (“Plaintiffs’
20 Release”). Plaintiffs’ Release does not extend to any claims or actions to enforce the Settlement
21 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social
22 security benefits, workers’ compensation benefits that arose at any time, or based on occurrences
23 outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different
24 from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree,
25 nonetheless, that Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding such
26 different or additional facts or Plaintiffs’ discovery of them.

27 a. For purposes of Plaintiffs’ Release, Plaintiffs expressly waive and relinquish
28 the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

1 A general release does not extend to claims that the creditor or releasing party does not
2 know or suspect to exist in his or her favor at the time of executing the release and that,
3 if known by him or her, would have materially affected his or her settlement with the
4 debtor or released party.

5 20. Effective on the date when Defendants fully funds the entire Gross Settlement Amount,
6 Participating Class Members will fully and finally release and discharge Defendants from all claims,
7 rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged
8 based on the facts and claims asserted in the operative complaints in the *Savattieri*, *Callum*, and
9 *Charlemagne* Actions including, but not limited to, the following claims: (i) failure to pay all regular
10 wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation
11 in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to
12 reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi)
13 failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay
14 wages during employment; (viii) failure to maintain required payroll records; (ix) unfair business
15 practices that could have been premised on the claims, causes of action or legal theories of relief
16 described above or any of the claims, causes of action or legal theories of relief pleaded in the operative
17 complaints, and (x) all claims under the California Labor Code Private Attorneys General Act of 2004
18 or for civil penalties that could have been premised on the claims, causes of action or legal theories
19 described above or any of the claims, causes of action or legal theories of relief pleaded in the operative
20 complaints, including but not limited to, Labor Code sections 203, 210, 226(a), 226.3, 226.7, 1197.1,
21 510, 512, 558, 2802, and 2699 (collectively, the “Released Claims”). This release shall apply to claims
22 arising during the Class Period.

23 21. Effective on the date when Defendants fully funds the entire Gross Settlement Amount,
24 All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf
25 of themselves and their respective former and present representatives, agents, attorneys, heirs,
26 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that
27 were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
28 Operative Complaints, the PAGA Notices and ascertained in the course of the Actions.

1 22. No Class Members opted out of the Settlement by submitting a valid and timely
2 Request for Exclusion, therefore, there are no Non-Participating Class Members.

3 23. This Court shall retain jurisdiction with respect to all matters related to the
4 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
5 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
6 Settlement and the determination of all controversies relating thereto.

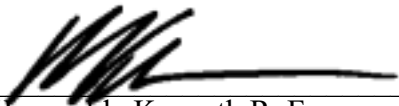
7 24. Notice of entry of this Judgment shall be given to the Class Members by posting a copy
8 of this Order on the Administrator's website for a period of at least sixty (60) calendar days after the
9 date of entry of this Judgment.

10 25. A Non-Appearance Case Review Re: Distribution is scheduled for December 20, 2024
11 at 4:00 p.m. in Department 14 of Spring Street Courthouse located at 312 N. Spring Street, Los
12 Angeles, California 90012. Class Counsel is ordered to file a Declaration Re: Distribution by 12:00
13 p.m. on December 18, 2024. If the Declaration Re: Distribution is not filed by said time and date, an
14 Order to Show Cause hearing will be set.

15 **IT IS SO ORDERED.**

16 Dated: 04/12/2024





Honorable Kenneth R. Freeman
Judge of the Superior Court
Kenneth R. Freeman / Judge