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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
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,

Lead Case No. 21STCV33372

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

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

**DECLARATION OF CHRISTINA
FOWLER OF ILYM GROUP, INC.,
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

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

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

1 Inclusive

2 Defendants

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

6 Plaintiffs,

7 vs.

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

14 Defendants.

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17 Alex DiBona (SBN 265744)
18 dibona@kokozianlawfirm.com
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20 Attorneys for Plaintiffs
21 SHORNIKAY CALLUM, individually and on behalf of all others
22 similarly situated

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7 Attorneys for Plaintiffs
8 ASHELY CHARLEMAGNE,
9 BRIANNA HUGUELY, MARIA LEWIS,
10 and SHARON LEWIS on behalf of themselves and others similarly situated
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1 I, Christina Fowler, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am the
3 Operations Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the
4 professional settlement services provider who has been retained by the Parties’ counsel and
5 subsequently appointed by the Court to serve as the Administrator for the above captioned
6 *Savattieri, et al. v. AMI Expeditionary Healthcare, LLC, et al.* matter (“Action”). I am authorized
7 to make this declaration on behalf of ILYM Group and myself. I have personal knowledge of the
8 facts herein, and, if called upon to testify, I could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering class action settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for class actions ranging in size from 26 to 4.5 million settlement class
12 members.

13 3. ILYM Group was engaged by the Parties’ counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval*
18 (referred to as “Class Notice”) in English and Spanish; (b) establishing and maintaining a website
19 to post key documents regarding the Settlement; (c) receiving and processing Requests for
20 Exclusion and written objections; (d) resolving Class Members’ disputes over the number of
21 Workweeks Defendants have record of them working during the Class Period; (e) calculating
22 individual settlement award amounts; (f) processing and mailing settlement award checks; (g)
23 handling tax withholdings as required by the Settlement and the law; (h) preparing, issuing and
24 filing tax returns and other applicable tax forms; (i) handling the distribution of any unclaimed
25 funds pursuant to the terms of the Settlement; and (j) performing other tasks as the Parties mutually
26 agree to and/or the Court orders ILYM Group to perform.

27 4. On September 21, 2023, ILYM Group received the Court approved text for the
28 Class Notice. ILYM Group prepared a draft of the formatted Class Notice, which was approved

1 by the Parties' counsel prior to mailing.

2 5. On October 5, 2023, ILYM Group received the Class Data file from counsel for
3 Defendants, which contained each Class Member's full name, Social Security number, last-known
4 home address, last known telephone number, start and end dates of active employment as a non-
5 exempt employee of Defendants in the State of California working on the LAUSD project, the
6 total number of Workweeks during the Class Period, and the total number of Workweeks during
7 the PAGA Period. The Class Data file was uploaded to our database and checked for duplicates
8 and other possible discrepancies. The Class Data contained 3,094 individuals identified as Class
9 Members.

10 6. As part of the preparation for mailing, all 3,094 names and addresses contained in
11 the Class Data were then processed against the National Change of Address ("NCOA") database,
12 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
13 the mailing addresses of the Class Members before mailing of the Class Notice. The NCOA
14 contains requested change of addresses filed with the USPS. To the extent that an updated address
15 was found in the NCOA database, the updated address was used for the mailing of the Class Notice.
16 To the extent that no updated address was found in the NCOA database, the original address
17 provided by counsel for Defendants was used for the mailing of the Class Notice.

18 7. On October 11, 2023, the Class Notice was mailed, in English and Spanish, via U.S
19 First Class Mail, to all 3,094 individuals identified as Class Members contained in the Class Data.
20 Attached hereto, as **Exhibit A**, is a true and correct copy of an exemplar formatted Class Notice.

21 8. On November 16, 2023, ILYM Group received additional data from Defendants'
22 counsel for 3 individuals that were left off of the original Class Data, which brought the total
23 number of Class Members to 3,097. ILYM promptly mailed Class Notices to these additional
24 Class Members on November 17, 2023.

25 9. As of the date of this declaration, 651 Class Notices have been returned to our office.
26 Of the 651 returned Class Notices, 4 had forwarding addresses and the Class Notices were promptly
27 re-mailed to those Class Members, via U.S. First Class Mail. ILYM Group performed a
28 computerized skip trace on the 647 returned Class Notices that did not have forwarding addresses,

1 in an effort to obtain updated addresses for the purpose of re-mailing the Class Notices. As a result
2 of this skip trace, 570 updated addresses were obtained and the Class Notices were promptly re-
3 mailed to those Class Members, via U.S First Class Mail. As of the date of this declaration, a total
4 of 574 Class Notices have been re-mailed. As of the date of this declaration, a total of 77 Class
5 Notices have been deemed undeliverable.

6 12. As of the date of this declaration, ILYM Group has not received any Request for
7 Exclusions. The deadline to submit a Request for Exclusion was December 11, 2023.

8 13. As of the date of this declaration, ILYM Group received 2 disputes to Workweeks.
9 Information regarding the disputes was sent to Defendants' counsel for review and it was
10 determined that the disputes should be accepted.

11 14. As of the date of this declaration, ILYM Group has not received any written
12 objections. The deadline to submit a written objection was December 11, 2023.

13 15. As of the date of this declaration, there are 3,097 Class Members who did not
14 submit a valid and timely Request for Exclusion and are therefore deemed to be Participating Class
15 Members, representing 100% of the Class.

16 16. Participating Class Members will receive a proportional share of the Net Settlement
17 Amount based on the number of Workweeks worked during the Class Period ("Individual Class
18 Payment"). The Net Settlement Amount is the amount remaining after deduction of the Court-
19 approved payments from the Gross Settlement Amount for the Class Counsel Fees Payment, Class
20 Counsel Litigation Expenses Payment, Class Representative Service Payments, Administration
21 Expenses Payment, PAGA Penalties, and the employer payroll taxes as follows:

22	Gross Settlement Amount	\$3,800,000.00
23	Class Counsel Fees Payment	\$1,266,666.67
24	Class Counsel Litigation Expenses Payment	\$50,000.00
25	Class Representative Service Payments	\$35,000.00
26	Administration Expenses Payment	\$30,550.00
27	PAGA Penalties	\$100,000.00
28	Employer Taxes	\$92,406.14

1 **Net Settlement Amount (estimated)** **\$2,225,377.19**

2 17. There are 3,097 Participating Class Members who worked a total of 43,678
3 Workweeks during the Class Period. During the time period from September 10, 2017 through
4 March 30, 2022, Participating Class Members worked a total of 43,678 Workweeks. Accordingly,
5 the Escalator Clause in Section 8 of the Settlement Agreement was not triggered.

6 18. The *highest* gross Individual Class Payment is currently estimated to be \$5,553.51,
7 the *average* gross Individual Class Payment is currently estimated to be \$718.56, and the *lowest*
8 gross Individual Class Payment is currently estimated to be 50.95. These amounts are subject to
9 employee-side taxes and withholding.

10 18. Pursuant to the Settlement Agreement, 25% of the PAGA Penalties (\$25,000) will
11 be allocated to Aggrieved Employees regardless of whether he or she opts out of the Settlement.
12 Aggrieved Employees cannot opt out of the PAGA portion of the Settlement. Each Aggrieved
13 Employee's pro rata share of 25% of the PAGA Penalties is calculated according to the number of
14 Workweeks during the PAGA Period ("Individual PAGA Payment"). There are 3,097 Aggrieved
15 Employees who worked a total of 43,590 Workweeks during the PAGA Period. The *highest*
16 Individual PAGA Payment is currently estimated to be approximately \$28.10, the *average*
17 Individual PAGA Payment is currently estimated to be approximately \$8.07, and the *lowest*
18 Individual PAGA Phare is currently estimated to be approximately \$0.57.

19 19. ILYM Group's total fees and costs for services in connection with the administration
20 of the Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
21 costs for completion of the settlement administration, are \$30,550. Attached hereto, as **Exhibit B**,
22 is a true and correct copy of ILYM Group's quote. ILYM Group's work in connection with this
23 matter will continue with the calculation of the settlement award payments, issuance and mailing
24 of the settlement award checks, the necessary tax filing and reporting on such payments, and any
25 other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

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1 I declare under penalty of perjury under the laws of the State of California and the United
2 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
3 was executed this 22nd day of January 2024, at Tustin, California.

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6 CHRISTINA FOWLER
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EXHIBIT “A”

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

In the consolidated actions entitled: *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC et al.* (Los Angeles County Superior Court Case No. 21STCV33372, “Savattieri Action”), *Shorniakay Callum v. AMI Expeditionary Healthcare (USA), LLC et al.* (Los Angeles County Superior Court Case No. Case No. 21STCV45611, “Callum Action”), and *Ashley Charlemagne v. AMI Expeditionary Healthcare (USA), LLC et al.* (Los Angeles County Superior Court Case No. 21STCV46752, “Charlemagne Action”) (referred to collectively herein as the “Action”).

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
You are not being sued.***

You may be eligible to receive money from this Action, an employee class action lawsuit against AMI Expeditionary Healthcare, LLC and AMI Expeditionary Healthcare (USA), LLC (“AMI Healthcare”) for alleged wage and hour violations. The Action was filed by former AMI Healthcare employees Matthew Savattieri, Shorniakay Callum, Ashley Charlemagne, Brianna Huguely, Sharon Lewis, Marla Lewis (“Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of hourly-paid and/or non-exempt employees of AMI Healthcare who performed work in the State of California on the Los Angeles Unified School District (“LAUSD”) project and were paid for one or more workweeks during the Class Period (September 10, 2017 through July 2, 2022) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly-paid and/or non-exempt employees of AMI Healthcare who performed work in the State of California on the LAUSD project and were paid for one or more workweeks during the PAGA Period (September 8, 2020 through July 2, 2022) (“Aggrieved Employees”). This settlement excludes any Class Members or Aggrieved Employees who separately entered into a release of claims with Defendants prior to final approval of this settlement.

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

Based on AMI Healthcare’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$MERGED_EstClass_Amnt_CALC (less withholding) and your Individual PAGA Payment is estimated to be \$MERGED_EstPAGA_Amnt_CALC.** 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 AMI Healthcare’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 AMI Healthcare’s records showing that **you worked MERGED_ClassWW workweeks** during the Class Period, and **you worked MERGED_PAGAWW 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 Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires AMI Healthcare to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against AMI Healthcare.

If you worked for AMI Healthcare 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 AMI Healthcare.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion 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 AMI Healthcare, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

AMI Healthcare 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

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 the wage claims against AMI Healthcare that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is December 11, 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. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. AMI Healthcare must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by December 11, 2023	All Class Members who do not opt-out ("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 Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the March 19, 2024, Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on March 19, 2024, at 11:00 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 December 11, 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. The number Class Period Workweeks you worked according to AMI Healthcare's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by December 11, 2023 . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former AMI Healthcare employees. The Action accuses AMI Healthcare 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, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Blackstone Law, APC, Kokozyan Law Firm, APC, and David Yeremian & Associates, Inc. ("Class Counsel").

AMI Healthcare 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 AMI Healthcare or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and AMI Healthcare hired an experienced mediator in an effort to resolve the Action by negotiating an end to 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, Plaintiffs and AMI Healthcare 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, AMI Healthcare does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) AMI Healthcare 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. AMI Healthcare Will Pay \$3,800,000 as the Gross Settlement Amount (Gross Settlement). AMI Healthcare 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 Payments, 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, AMI Healthcare will fund the Gross Settlement not more than 14 calendar days after the Judgment entered by the Court becomes final. The Judgment will be final on the date upon which the time for appeal of the Court’s entry of Judgment expires, or a later date if the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs 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 \$1,266,666.67 (1/3 of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$50,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

Class Counsel and Plaintiffs have entered into a Joint Prosecution Agreement and Fee-Sharing Agreement in which Class Counsel will divide the attorneys’ fees awarded by the Court as follows:

- 85% to Blackstone Law, APC
- 10% to Kokozian Law Firm, APC
- 5% to David Yeremian & Associates, Inc.

- B. Up to \$10,000 to Plaintiff Matthew Savattieri and up to \$5,000 each to Plaintiffs Shorniakay Callum, Ashley Charlemagne, Brianna Huguely, Marla Lewis and Sharon Lewis as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.

- C. Up to \$40,000 to the Administrator for services administering the Settlement.

- D. Up to \$100,000 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.

3. Net Settlement Amount 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 Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and AMI Healthcare are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. All employer payroll taxes owed on the Wage Portion will be paid from the Gross Settlement Amount. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and AMI Healthcare 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.

5. 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 (the 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.

6. 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 December 11, 2023, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the December 11, 2023 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. 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 AMI Healthcare.

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 AMI Healthcare based on the PAGA Period facts alleged in the Action.

7. 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. Plaintiffs and AMI Healthcare have agreed that, in either case, the Settlement will be void: AMI Healthcare will not pay any money and Class Members will not release any claims against AMI Healthcare.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (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.
9. Participating Class Members' Release. After the Judgment is final and AMI Healthcare has fully funded the Gross Settlement, 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 AMI Healthcare 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 remittance of the Gross Settlement Amount by Defendants to the Settlement Administrator, Participating Class Members will fully and finally release and discharge Defendants from all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative complaints in the *Savattieri*, *Callum*, and *Charlemagne* Actions including, but not limited to, the following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during employment; (viii) failure to maintain required payroll records; (ix) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaints, and (x) all claims under the California Labor Code Private Attorneys General Act of 2004 or for civil penalties that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaints, including but not limited to, Labor Code sections 203, 210, 226(a), 226.3, 226.7, 1197.1, 510, 512, 558, 2802, and 2699 (collectively, the "Released Claims"). This release shall apply to claims arising during the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and AMI Healthcare has paid the Gross Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against AMI Healthcare, 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 AMI Healthcare or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notices and ascertained in the course of the Actions.

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 Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000 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.
3. 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 AMI Healthcare's records, are stated in the first page of this Notice. You have until December 11, 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 AMI Healthcare's calculation of Workweeks based on AMI Healthcare'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 AMI Healthcare'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?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. 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 *In Re: AIM Expeditionary Healthcare* 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 December 11, 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 Plaintiffs and AMI Healthcare are asking the Court to approve. At least 16 court days before the **March 19, 2024**, Final Approval Hearing, Class Counsel and/or Plaintiffs 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 Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. 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://ilymgroup.com/AMIExpeditionaryHealthcare> or the Court's website <https://www.lacourt.org/>.

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 Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is December 11, 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 *In Re: AIM Expeditionary Healthcare* and include your name, current address, telephone number, and approximate dates of employment for AMI Healthcare 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 March 19, 2024, at 11:00 a.m. in Department 14 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, Plaintiffs, and the Administrator. The Court will invite comment 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://ilymgroup.com/AMIExpeditionaryHealthcare> 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 sets forth everything AMI Healthcare and Plaintiffs 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 the Administrator's website at <https://ilymgroup.com/AMIExpeditionaryHealthcare>. 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 <https://www.lacourt.org/casesummary/ui> and entering the Lead Case Number for the Action, Case No. 21STCV33372. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling (213) 310-7000.

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

Class Counsel:

Jonathan M. Genish
Miriam L. Schimmel
BLACKSTONE LAW, APC
8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211

Bruce Kokozyan, Esq.
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David Yeremian, Esq.
Roman Shkodnik, Esq.
DAVID YEREMIAN & ASSOCIATES, INC.
2540 Foothill Blvd., Suite 201

La Crescenta, California 91214

Settlement Administrator:

ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

Telephone: (888) 250-6810

Fax: (888) 845-6185

Email: claims@ilymgroup.com

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 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.

NOTIFICACIÓN DE ACUERDO DE DEMANDA COLECTIVA APROBADA POR EL TRIBUNAL Y FECHA DE LA AUDIENCIA PARA LA APROBACIÓN DEFINITIVA DEL TRIBUNAL

En las acciones consolidadas tituladas: *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC et al.* (Caso No. 21STCV33372, "Demanda Savattieri", Tribunal Superior del Condado de Los Ángeles), *Shorniakay Callum v. AMI Expeditionary Healthcare (USA), LLC et al.* (Caso No. 21STCV45611, "Demanda Callum", Tribunal Superior del Condado de Los Ángeles), y *Ashley Charlemagne v. AMI Expeditionary Healthcare (USA), LLC et al.* (Caso No. 21STCV46752, "Demanda Charlemagne", Tribunal Superior del Condado de Los Ángeles) (denominadas colectivamente en el presente documento como la "Demanda").

El Tribunal Superior del Estado de California autorizó esta Notificación. ¡Léalo atentamente!
No se trata de correo basura, spam, publicidad o una solicitud por parte de un abogado.
No está siendo demandado.

Usted puede ser elegible para recibir dinero por esta Demanda, una demanda colectiva de empleados contra AMI Expeditionary Healthcare, LLC y AMI Expeditionary Healthcare (USA), LLC ("AMI Healthcare") por presuntas violaciones de salarios y horas. La Demanda fue presentada por los ex empleados de AMI Healthcare Matthew Savattieri, Shorniakay Callum, Ashley Charlemagne, Brianna Huguely, Sharon Lewis, Marla Lewis ("Demandantes") y busca el pago de (1) salarios atrasados y otras compensaciones para un colectivo de empleados de AMI Healthcare pagados por hora y/o no exentos que realizaron trabajos en el Estado de California en el proyecto del Distrito Escolar Unificado de Los Ángeles ("LAUSD") y se les pagó por una o más semanas de trabajo durante el Período Colectivo (10 de septiembre de 2017 al 2 de julio de 2022) ("Miembros del Colectivo"); y (2) sanciones en virtud de la Ley de Abogados Generales Privados de California ("PAGA") para todos los empleados pagados por hora y/o no exentos de AMI Healthcare que realizaron trabajos en el Estado de California en el proyecto LAUSD y fueron pagados por una o más semanas de trabajo durante el Período PAGA (8 de septiembre de 2020 al 2 de julio de 2022) ("Empleados Agravados"). Este acuerdo excluye a cualquier Miembro del Colectivo o Empleado Agravado que haya suscrito por separado una exención de reclamaciones con los Demandados antes de la aprobación definitiva de esta conciliación.

El Acuerdo propuesto tiene dos partes principales: (1) un Acuerdo Colectivo que requiere que AMI Healthcare financie Pagos Individuales para el Colectivo, y (2) un Acuerdo PAGA que requiere que AMI Healthcare financie Pagos Individuales PAGA y pague sanciones a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California ("LWDA").

Según los registros de AMI Healthcare y las hipótesis actuales de las Partes, **se estima que el Pago Individual por el Colectivo que usted recibirá, ascenderá a \$MERGED_EstClass_Amnt_CALC (menos retenciones) y su Pago Individual PAGA se estima en \$MERGED_EstPAGA_Amnt_CALC.** El importe real que pueda recibir probablemente será diferente y dependerá de una serie de factores. (Si no se indica ningún importe para su Pago Individual PAGA, entonces, según los registros de AMI Healthcare, usted no tiene derecho a un Pago Individual PAGA en virtud del Acuerdo, porque no trabajó durante el Periodo PAGA).

Las estimaciones anteriores se basan en los registros de AMI Healthcare que muestran que **usted trabajó MERGED_ClassWW semanas laborables** durante el Periodo Colectivo, y **usted trabajó MERGED_PAGAWW semanas laborables** durante el Periodo PAGA. Si cree que ha trabajado más semanas laborables durante uno u otro periodo, puede presentar una impugnación antes de la fecha límite. Véase la Sección 4 de la presente Notificación.

El Tribunal ya ha aprobado de forma preliminar el Acuerdo propuesto y ha aprobado esta Notificación. El Tribunal aún no ha decidido si concede la aprobación definitiva. Sus derechos legales se ven afectados tanto si actúa como si no. Lea detenidamente esta Notificación. Se considerará que lo ha leído detenidamente y comprendido. En la Audiencia de Aprobación Definitiva, el Tribunal decidirá si aprueba definitivamente el Acuerdo y qué parte del Acuerdo se pagará a los Demandantes y a los abogados de los Demandantes ("Abogados del Colectivo"). El Tribunal también decidirá si dicta una sentencia que obligue a AMI Healthcare a realizar pagos en virtud del Acuerdo y que obligue a los Miembros del Colectivo y a los Empleados Agravados a renunciar a sus derechos a hacer valer determinadas reclamaciones contra AMI Healthcare.

Si trabajó para AMI Healthcare durante el Periodo Colectivo y/o el Periodo PAGA, tiene dos opciones básicas en virtud del Acuerdo:

- (1) **No haga nada.** No tiene que hacer nada para participar en el Acuerdo propuesto y poder optar a un Pago Individual por el Colectivo y/o a un Pago Individual PAGA. Sin embargo, como Miembro Participante del Colectivo, usted renunciará a su derecho a hacer valer las reclamaciones salariales del Periodo Colectivo y las reclamaciones de penalización del Periodo PAGA contra AMI Healthcare.
- (2) **Exclusión Voluntaria del Acuerdo Colectivo.** Usted puede excluirse del Acuerdo de Demanda Colectiva (exclusión voluntaria) presentando la Solicitud de Exclusión por escrito o notificándolo de otro modo al Administrador por escrito. Si opta por excluirse voluntariamente del Acuerdo, no recibirá un Pago Individual por el Colectivo. No obstante, conservará su derecho a presentar personalmente reclamaciones salariales durante el Periodo del Colectivo

contra AMI Healthcare y, si es un Empleado Agraviado, seguirá siendo elegible para un Pago Individual PAGA. No puede excluirse voluntariamente a la parte PAGA del Acuerdo propuesto.

AMI Healthcare no tomará represalias contra usted por ninguna acción que emprenda con respecto al Acuerdo propuesto.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

No Tiene que Hacer Nada para Participar en el Acuerdo	Si no hace nada, será un Miembro Participante del Colectivo, elegible para un Pago Individual por el Colectivo y un Pago Individual PAGA (si lo hubiera). A cambio, usted renunciará a su derecho a hacer valer las reclamaciones salariales contra AMI Healthcare cubiertas por este Acuerdo (Reclamaciones Exoneradas).
Usted Puede Optar por Excluirse voluntariamente del Acuerdo Colectivo, pero no del Acuerdo PAGA La Fecha Límite para Optar por Excluirse voluntariamente es December 11, 2023	Si no desea participar plenamente en el Acuerdo propuesto, puede excluirse voluntariamente del Acuerdo Colectivo enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, será un Miembro No Participante del Colectivo y ya no podrá optar a un Pago Individual por el Colectivo. Los Miembros No Participantes del Colectivo no pueden objetar ninguna parte del Acuerdo propuesto. Véase la Sección 6 de esta Notificación. Usted no puede optar por excluirse voluntariamente a la parte PAGA del Acuerdo propuesto. AMI Healthcare deberá abonar los Pagos Individuales PAGA a todos los Empleados Agraviados y los Empleados Agraviados deberán renunciar a sus derechos a presentar Reclamaciones Exoneradas (definidos más adelante).
Los Miembros Participantes de Colectivo Pueden Objetar el Acuerdo Colectivo, pero no el Acuerdo PAGA Las Objeciones por Escrito Deben Presentarse antes de December 11, 2023	Todos los Miembros del Colectivo que no opten por excluirse voluntariamente ("Miembros Participantes del Colectivo") pueden oponerse a cualquier aspecto del Acuerdo propuesto. La decisión del Tribunal sobre la aprobación definitiva del Acuerdo incluirá la determinación de la cantidad que se pagará a los Abogados del Colectivo y a los Demandantes que ejercieron la Demanda en nombre del Colectivo. Usted no es personalmente responsable de ningún pago a los Abogados del Colectivo o a los Demandantes, pero cada dólar pagado a los Abogados del Colectivo y a los Demandantes reduce la cantidad total pagada a los Miembros Participantes del Colectivo. Puede oponerse a las cantidades solicitadas por los Abogados del Colectivo o los Demandantes si considera que no son razonables. Véase la sección 7 de la presente Notificación.
Usted Puede Participar en la Audiencia de Aprobación Definitiva en March 19, 2024.	La Audiencia de Aprobación Definitiva del Tribunal está prevista para March 19, 2024, a las 11:00 a.m. No tiene que asistir, pero sí tiene derecho a comparecer (o a contratar a un abogado que comparezca en su nombre, por cuenta propia), en persona, por teléfono o utilizando la plataforma de comparecencia virtual del Tribunal. Los Miembros Participantes del Colectivo pueden oponerse verbalmente al Acuerdo en la Audiencia de Aprobación Definitiva. Véase la sección 8 de la presente Notificación.
Usted Puede Impugnar el Cálculo de sus Semanas Laborales Las Impugnaciones por Escrito Deben ser Presentadas antes de December 11, 2023	El importe de su Pago Individual por el Colectivo y de su Pago PAGA (si lo hubiera) depende de cuántas semanas laborales trabajó, al menos un día durante el Periodo Colectivo. El número de Semanas Laborales del Periodo Colectivo que trabajó según los registros de AMI Healthcare figura en la primera página de esta Notificación. Si no está de acuerdo con esta cifra, debe impugnarla en December 11, 2023 . Véase la sección 4 de la presente Notificación.

1. ¿EN QUÉ CONSISTE LA DEMANDA?

Los Demandantes son antiguos empleados de AMI Healthcare. En la demanda se acusa a AMI Healthcare de infringir las leyes laborales de California al no pagar los salarios por horas extraordinarias, los salarios mínimos, los salarios debidos en caso de despido y los gastos reembolsables, y al no proporcionar periodos de tiempo para comer, descansos y declaraciones salariales detalladas y

precisas. Basándose en las mismas reclamaciones, los demandantes también han presentado una reclamación de sanciones civiles en virtud de la Ley General de Abogados Privados de California (Código Laboral §§ 2698, et seq.) ("PAGA"). Los Demandantes están representados en la Demanda por los abogados Blackstone Law, APC, Kokozyan Law Firm, APC, y David Yeremian & Associates, Inc. ("Abogados del Colectivo").

AMI Healthcare niega rotundamente haber infringido ninguna ley ni haber dejado de pagar ningún salario y sostiene que cumplió todas las leyes aplicables.

2. ¿QUÉ SIGNIFICA QUE LA DEMANDA SE HA RESUELTO?

Hasta ahora, el Tribunal no ha determinado si AMI Healthcare o los Demandantes tienen razón en sus argumentos. Mientras tanto, los Demandantes y AMI Healthcare contrataron a un mediador experimentado en un esfuerzo por resolver la Demanda mediante la negociación de un acuerdo para finalizar el caso (resolver el caso) en lugar de continuar con el costoso y largo proceso de litigio. Las negociaciones tuvieron éxito. Mediante la firma de un extenso acuerdo de conciliación por escrito ("Acuerdo") y acordando solicitar conjuntamente al Tribunal que dicte una sentencia que ponga fin a la Demanda y haga cumplir el Acuerdo, los Demandantes y AMI Healthcare han negociado una propuesta de Acuerdo que está sujeta a la Aprobación Definitiva del Tribunal. Ambas partes están de acuerdo en que el Acuerdo propuesto es un compromiso de las reclamaciones en litigio. Al aceptar el acuerdo, AMI Healthcare no admite ninguna infracción ni reconoce el fundamento de ninguna reclamación.

Los Demandantes y los Abogados del Colectivo creen firmemente que el Acuerdo es un buen negocio para usted porque creen que: (1) AMI Healthcare ha acordado pagar una cantidad justa, razonable y adecuada teniendo en cuenta la solidez de las reclamaciones y los riesgos e incertidumbres de un litigio continuado; y (2) el Acuerdo es en el mejor interés de los Miembros del Colectivo y de los Empleados Agravados. El Tribunal aprobó preliminarmente el Acuerdo propuesto como justo, razonable y adecuado, autorizó esta Notificación y programó una audiencia para determinar la Aprobación Definitiva.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

1. AMI Healthcare Pagará \$3,800,000 como Monto del Importe Bruto ("Importe Bruto"). AMI Healthcare ha acordado depositar el Importe Bruto en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará el Importe Bruto para pagar los Pagos Individuales para el Colectivo, los Pagos Individuales PAGA, los Pagos de Servicios de Representación del Colectivo, los honorarios y gastos de los Abogados y Asesores Legales del Colectivo, los gastos del Administrador y las multas que se pagarán a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California ("LWDA"). Suponiendo que el Tribunal conceda la Aprobación Definitiva, AMI Healthcare financiará el Importe Bruto en un plazo no superior a 14 días naturales desde que la Sentencia dictada por el Tribunal sea firme. La Sentencia será firme en la fecha en la que expire el plazo para apelar contra el dictamen del Tribunal, o en una fecha posterior si se apela la Sentencia.
2. Deducciones del Importe Bruto Aprobadas por el Tribunal. En la Audiencia de Aprobación Definitiva, los Demandantes y/o los Abogados del Colectivo solicitarán al Tribunal que apruebe las siguientes deducciones del Importe Bruto, cuyos importes serán decididos por el Tribunal en la Audiencia de Aprobación Definitiva:

- A. Hasta \$1,266,666.67 (1/3 del Importe Bruto) a los Abogados del Colectivo por concepto de honorarios de los Asesores Legales y hasta \$50,000 por sus gastos de litigio. Hasta la fecha, los Abogados del Colectivo han trabajado e incurrido en gastos en relación con la Demanda sin percibir remuneración alguna.

Los Abogados del Colectivo y los Demandantes han celebrado un Acuerdo de Proceso Judicial Conjunto y un Acuerdo de Reparto de Honorarios en el que los Abogados del Colectivo repartirán los honorarios de los asesores legales concedidos por el Tribunal de la siguiente manera:

- 85% para Blackstone Law, APC
 - 10% para Kokozyan Law Firm, APC
 - 5% para David Yeremian & Associates, Inc.
- B. Hasta \$10,000 al Demandante Matthew Savattieri y hasta \$5,000 a cada uno de los Demandantes Shorniakay Callum, Ashley Charlemagne, Brianna Huguely, Marla Lewis y Sharon Lewis como Pago por sus Servicios como Representantes del Colectivo por presentar la Demanda, trabajar con los Abogados del Colectivo y representar al Colectivo. Los Pagos por Servicios como Representantes del Colectivo serán el único dinero que recibirán los Demandantes aparte del Pago Individual para el Colectivo y cualquier Pago Individual PAGA que les corresponda.
 - C. Hasta 40.000 dólares al Administrador por servicios de administración del Acuerdo.
 - D. Hasta \$100,000 por Sanciones PAGA, asignados 75% al Pago PAGA de la LWDA y 25% en Pagos Individuales

PAGA a los Empleados Agraviados basados en sus Semanas Laborales durante el Periodo PAGA.

Los Miembros Participantes del Colectivo tienen derecho a oponerse a cualquiera de estas deducciones. El Tribunal considerará todas las objeciones.

3. Importe Neto del Acuerdo Distribuido a los Miembros del Colectivo. Después de realizar las deducciones anteriores en las cantidades aprobadas por el Tribunal, el Administrador distribuirá el resto del Importe Bruto del Acuerdo (el "Importe Neto del Acuerdo") realizando Pagos Individuales para el Colectivo a los Miembros Participantes del Colectivo en función de sus Semanas Laborales del Periodo Colectivo.
4. Impuestos Adeudados sobre los Pagos a los Miembros del Colectivo. Los Demandantes y AMI Healthcare solicitan al Tribunal que apruebe una asignación del 20% de cada Pago Individual para el Colectivo a salarios imposables ("Parte Salarial") y del 80% a intereses y sanciones ("Parte No Salarial"). La Parte Salarial está sujeta a retenciones y se declarará en los Formularios W-2 del IRS. Todos los impuestos sobre nóminas adeudados por la Parte Salarial se pagarán con cargo al Importe Bruto del Acuerdo. Los Pagos Individuales PAGA se contabilizan como sanciones y no como salarios a efectos fiscales. El Administrador declarará los Pagos Individuales PAGA y las Partes No Salariales de los Pagos Individuales para el Colectivo en Formularios 1099 del IRS.

Aunque los Demandantes y AMI Healthcare han acordado estas asignaciones, ninguna de las partes le está dando ningún consejo sobre si sus Pagos están sujetos a impuestos o cuánto podría deber en impuestos. Usted es responsable del pago de todos los impuestos (incluidas las sanciones y los intereses de los impuestos atrasados) sobre cualquier Pago recibido del Acuerdo propuesto. Si tiene alguna duda sobre las consecuencias fiscales del Acuerdo propuesto, consulte a un asesor fiscal.

5. Necesidad de Cobrar con Prontitud los Cheques de Pago. En el anverso de cada cheque emitido de Pagos Individuales para el Colectivo y Pagos Individuales PAGA figurará la fecha de caducidad del cheque (la fecha de anulación). Si no lo cobra antes de la fecha de caducidad, el cheque se anulará automáticamente y el dinero se depositará en el Fondo de Propiedad No Reclamada del Contralor de California a su nombre.

Si el dinero que representa su cheque se envía al Fondo de Propiedad No Reclamada del Contralor, debe consultar las normas del Fondo para obtener instrucciones sobre cómo recuperar su dinero.

6. Solicitudes de exclusión del Acuerdo Colectivo (Exclusiones Voluntarias). Usted será tratado como un Miembro Participante del Colectivo, con participación plena en el Acuerdo Colectivo, a menos que notifique al Administrador por escrito, a más tardar en December 11, 2023 que desea optar por la exclusión voluntaria. La forma más sencilla de notificar al Administrador es enviar una Solicitud de Exclusión por escrito y firmada antes de December 11, 2023, Fecha Límite de Respuesta. La Solicitud de Exclusión debe ser una carta de un Miembro del Colectivo o de su representante en la que se indique el nombre del Miembro del Colectivo, su dirección actual, su número de teléfono y una simple declaración en la que elija ser excluido del Acuerdo. Los Miembros del Colectivo Excluidos (es decir, los Miembros No Participantes del Colectivo) no recibirán Pagos Individuales para el Colectivo, pero conservarán sus derechos a presentar personalmente reclamaciones por salarios y horas contra AMI Healthcare.

Usted no podrá optar por excluirse voluntariamente de la parte PAGA del Acuerdo. Los Miembros del Colectivo que se excluyan del Acuerdo Colectivo (Miembros No Participantes del Colectivo) siguen teniendo derecho a Pagos Individuales PAGA y deben renunciar a su derecho a presentar reclamaciones PAGA contra AMI Healthcare basadas en los hechos del Periodo PAGA alegados en la Demanda.

7. El Acuerdo Propuesto será Nulo si el Tribunal Deniega la Aprobación Definitiva. Es posible que el Tribunal se niegue a conceder la Aprobación Definitiva del Acuerdo o a dictar una Sentencia. También es posible que el Tribunal dicte una sentencia que sea revocada en apelación. Los Demandantes y AMI Healthcare han acordado que, de producirse alguno de estos casos, el Acuerdo será nulo: AMI Healthcare no pagará dinero alguno y los Miembros del Colectivo no exonerarán ninguna reclamación contra AMI Healthcare.
8. Administrador. El Tribunal ha designado a una empresa neutral, ILYM Group, Inc. (el "Administrador") para que envíe esta Notificación, calcule y realice los pagos, y procese las Solicitudes de Exclusión de los Miembros del Colectivo. El Administrador también decidirá las Impugnaciones de los Miembros del Colectivo durante las Semanas Laborales, enviará y volverá a enviar los cheques del acuerdo y los formularios fiscales, y realizará otras tareas necesarias para administrar el Acuerdo. Los datos de contacto del Administrador figuran en la Sección 9 de la Presente Notificación.
9. Exoneración de los Miembros Participantes del Colectivo. Una vez que la Sentencia sea firme y AMI Healthcare haya financiado íntegramente el Importe Bruto del Acuerdo, los Miembros Participantes del Colectivo estarán legalmente

impedidos de hacer valer cualquiera de las reclamaciones exoneradas en virtud del Acuerdo. Esto significa que, a menos que usted haya optado por excluirse en forma válida del Acuerdo Colectivo, no podrá demandar, continuar demandando, ni ser parte de ninguna otra demanda contra AMI Healthcare o entidades relacionadas por salarios basados en los hechos del Período Colectivo y sanciones PAGA basadas en los hechos del Período PAGA, según se alega en la Demanda y se resuelve mediante este Acuerdo.

Los Miembros Participantes del Colectivo quedarán vinculados por la siguiente exoneración:

Una vez que los Demandados remitan el Importe Bruto del Acuerdo al Administrador, los Miembros Participantes del Colectivo liberarán y exonerarán total y definitivamente a los Demandados de todas las reclamaciones, derechos, demandas, responsabilidades y causas de acción que se aleguen, o que razonablemente podrían haberse alegado, basándose en los hechos y reclamaciones afirmados en las demandas operativas de las Demandas Savattieri, Callum y Charlemagne, incluidas, entre otras, las siguientes reclamaciones: (i) falta de pago de todos los salarios ordinarios, salarios mínimos y horas extraordinarias debidos; (ii) no proporcionar periodos de tiempo para comer o una compensación en su lugar; (iii) no proporcionar periodos de descanso o compensación en su lugar; (iv) no reembolsar los gastos empresariales necesarios; (v) no proporcionar declaraciones salariales completas y exactas; (vi) falta de pago puntual de los salarios en el momento del cese o la dimisión; (vii) no abonar puntualmente los salarios durante la relación laboral; (viii) no mantener los registros de nóminas requeridos; (ix) prácticas comerciales injustas que podrían haberse expuesto en las reclamaciones, causas de acción o teorías jurídicas de compensación descritas anteriormente o en cualquiera de las reclamaciones, causas de acción o teorías jurídicas de compensación alegadas en las demandas operativas, y (x) todas las reclamaciones en virtud de la Ley General de Abogados Privados del Código Laboral de California de 2004 o por sanciones civiles que podrían haberse fundamentado en las reclamaciones, causas de acción o teorías jurídicas descritas anteriormente o en cualquiera de las reclamaciones, causas de acción o teorías jurídicas de compensación alegadas en las demandas operativas, incluidos, entre otros, los artículos 203, 210, 226(a), 226.3, 226.7, 1197.1, 510, 512, 558, 2802 y 2699 del Código Laboral (colectivamente, las "Reclamaciones Exoneradas"). Esta exoneración se aplicará a las reclamaciones que surjan durante el Período Colectivo.

10. **Exoneración PAGA de los Empleados Agraviados.** Una vez que la sentencia del Tribunal sea firme, y AMI Healthcare haya pagado el Importe Bruto del Acuerdo, todos los Empleados Agraviados no podrán presentar reclamaciones PAGA contra AMI Healthcare, independientemente de que se excluyan o no del Acuerdo. Esto significa que todos los Empleados Agraviados, incluidos los que son Miembros Participantes del Colectivo y los que optaron por excluirse voluntariamente al Acuerdo Colectivo, no pueden demandar, continuar demandando, ni participar en ninguna otra reclamación PAGA contra AMI Healthcare o sus entidades relacionadas basada en los hechos del Período PAGA alegados en la Demanda y resueltos por este Acuerdo. Las Exoneraciones de los Empleados Agraviados para los Miembros Participantes y No Participantes del Colectivo son las siguientes:

Se considera que todos los Miembros No Participantes del Colectivo que son Empleados Agraviados exoneran, en su nombre y en el de sus respectivos representantes anteriores y actuales, agentes, abogados, herederos, administradores, sucesores y cesionarios, a las Partes Exoneradas de todas las reclamaciones de las sanciones PAGA que fueron alegadas, o que razonablemente podrían haber sido alegadas, basándose en los hechos del Período PAGA declarados en la Demanda Operativa, las Notificaciones PAGA y constatados en el curso de las Demandas.

4. ¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?

1. **Pagos Individuales para el Colectivo.** El Administrador calculará los Pagos Individuales para el Colectivo (a) dividiendo el Importe Neto del Acuerdo por el número total de Semanas Laborales trabajadas por todos los Miembros Participantes del Colectivo, y (b) multiplicando el resultado por el número de Semanas Laborales trabajadas por cada Miembro Participante del Colectivo individualmente.
2. **Pagos Individuales PAGA.** El Administrador calculará los Pagos Individuales PAGA (a) dividiendo \$25.000 por el número total de Semanas Laborales PAGA trabajadas por todos los Empleados Agraviados y (b) multiplicando el resultado por el número de Semanas Laborales del Período PAGA trabajadas por cada Empleado Agraviado de manera individual.
3. **Impugnaciones de la Semana Laboral.** El número de Semanas Laborales Colectivas que usted trabajó durante el Período Colectivo, y el número de Semanas Laborales PAGA que usted trabajó durante el Período PAGA, según consta en los registros de AMI Healthcare, se indican en la primera página de esta Notificación. Usted tiene hasta December 11, 2023 para impugnar el número de Semanas Laborales que se le atribuyen. Puede presentar su impugnación firmando y enviando una carta al Administrador por correo, correo electrónico o fax. La Sección 9 de esta Notificación contiene la información de contacto del Administrador.

Tiene que apoyar su impugnación enviando copias de los talones de pago u otros registros. El Administrador aceptará el cálculo de Semanas Laborales de AMI Healthcare basado en los registros de AMI Healthcare como exacto, a menos que usted envíe copias de registros que contengan información contraria. Debe enviar copias en lugar de originales porque los documentos no le serán devueltos. El Administrador resolverá las impugnaciones de Semana Laboral basándose en su presentación y en las aportaciones de los Abogados del Colectivo (que abogarán en nombre de los Miembros Participantes del Colectivo) y de los Abogados de AMI Healthcare. La decisión del administrador es inapelable. No puedes apelar o impugnar de otro modo su decisión final.

5. ¿CÓMO SE ME PAGARÁ?

1. Miembros Participantes del Colectivo. El Administrador enviará, por correo de EE.UU., un único cheque a cada Miembro Participante del Colectivo (es decir, a cada Miembro del Colectivo que no opte por excluirse voluntariamente) incluyendo a aquellos que también reúnan los requisitos como Empleados Agraviados. El cheque único combinará el Pago Individual para el Colectivo y el Pago Individual PAGA.
2. Miembros No Participantes del Colectivo. El Administrador enviará, por correo de EE.UU., un único cheque de Pago Individual PAGA a cada Empleado Agraviado que opte por no participar en el Acuerdo Colectivo (es decir, cada Miembro No Participante del Colectivo).

Su cheque se enviará a la misma dirección que esta Notificación. Si cambia de dirección, asegúrese de notificarlo al Administrador lo antes posible. La Sección 9 de esta Notificación contiene la información de contacto del Administrador.

6. ¿CÓMO PUEDO OPTAR A EXCLUIRME VOLUNTARIAMENTE AL ACUERDO COLECTIVO?

Presentar una carta escrita y firmada con su nombre, dirección actual, número de teléfono y una simple declaración de que no desea participar en el Acuerdo. El Administrador le excluirá en función de cualquier escrito en el que comunique su petición de ser excluido. Asegúrese de firmar personalmente su solicitud, identificar la Demanda como *In Re: AIM Expeditionary Healthcare* e incluya sus datos de identificación (nombre y apellidos, dirección, número de teléfono, fechas aproximadas de empleo y número de seguridad social a efectos de verificación). Debe presentar la solicitud usted mismo. Si otra persona hace la solicitud por usted, no será válida. **La solicitud de exclusión debe enviarse al Administrador antes de December 11, 2023, de lo contrario no será válida.** La Sección 9 de la notificación contiene la información de contacto del Administrador.

7. ¿CÓMO PUEDO Oponerme al Acuerdo?

Sólo los Miembros Participantes del Colectivo tienen derecho a oponerse al Acuerdo. Antes de decidir si se opone, puede que desee ver lo que los demandantes y AMI Healthcare piden al Tribunal que apruebe. Al menos 16 días antes de **March 19, 2024**, Audiencia de Aprobación Definitiva, Los Abogados del Colectivo y/o los Demandantes presentarán ante el Tribunal (1) una Petición de Aprobación Definitiva que incluya, entre otras cosas, las razones por las que el Acuerdo propuesto es justo, y (2) una Petición de Honorarios, Gastos de Litigación y Pagos de Servicios que indique (i) la cantidad que solicitan Los Abogados del Colectivo en concepto de honorarios de asesores legales y gastos del litigio; y (ii) la cantidad que los Demandantes solicitan en concepto de Pagos por sus Servicios como Representantes del Colectivo. Previa solicitud razonable, los Abogados del Colectivo (cuyos datos de contacto figuran en la Sección 9 de esta Notificación) le enviarán copias de estos documentos sin coste alguno para usted. También puede consultarlas en el Sitio Web del Administrador <https://ilymgroup.com/AMIExpeditionaryHealthcare> o el Sitio Web del Tribunal <https://www.lacourt.org/>.

Un Miembro Participante del Colectivo que no esté de acuerdo con algún aspecto del Acuerdo, la Moción de Aprobación Definitiva y/o la Moción de Honorarios, Gastos de Litigio y Pagos de Servicios, puede objetar, por ejemplo, que el Acuerdo propuesto es injusto, o que las cantidades solicitadas por los Abogados del Colectivo o los Demandantes son demasiado altas o demasiado bajas. **El plazo para enviar objeciones por escrito al Administrador es hasta December 11, 2023.** Asegúrese de indicar al Administrador a qué se opone, por qué se opone y los hechos que apoyan su objeción. Asegúrese de identificar la Demanda *In Re: AIM Expeditionary Healthcare* e incluya su nombre, dirección actual, número de teléfono y fechas aproximadas de empleo en AMI Healthcare y firme la objeción. La Sección 9 de esta Notificación contiene la información de contacto del Administrador.

Alternativamente, un Miembro Participante del Colectivo puede objetar (o contratar personalmente a un abogado para objetar, por cuenta propia) asistiendo a la Audiencia de Aprobación Definitiva. Usted (o su abogado) debe estar preparado para explicar al Tribunal a qué se opone, por qué se opone y los hechos que apoyan su objeción. Consulte la Sección 8 de esta Notificación (inmediatamente a continuación) para obtener información específica sobre la Audiencia de Aprobación Definitiva.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN DEFINITIVA?

Puede asistir, aunque no es obligatorio, a la Audiencia de Aprobación Definitiva en March 19, 2024, a las 11:00 a.m. en el Departamento 14 del Tribunal Superior de Los Ángeles, ubicado en 312 North Spring Street, Los Ángeles, CA 90012. En la Audiencia, el juez decidirá si concede la Aprobación Definitiva del Acuerdo y qué parte del Importe Bruto del Acuerdo se pagará a los Abogados del Colectivo, a los Demandantes y al Administrador. El Tribunal invitará a los objetores, a los Abogados del Colectivo y a los Abogados Defensores a presentar sus comentarios antes de tomar una decisión. Puede asistir (o contratar a un abogado para que asista) personalmente o de forma virtual a través de LACourtConnect (<https://www.lacourt.org/lacc/>). Consulte el sitio web del Tribunal para obtener la información más actualizada.

Es posible que el Tribunal re programe la Audiencia de Aprobación Definitiva. Debe consultar previamente el sitio web del Administrador <https://ilymgroup.com/AMIExpeditionaryHealthcare> o ponerse en contacto con los Abogados del Colectivo para verificar la fecha y hora de la Audiencia de Aprobación Definitiva.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que AMI Healthcare y los Demandantes han prometido hacer en virtud del Acuerdo propuesto. La forma más fácil de leer el Acuerdo, la Sentencia o cualquier otro documento del Acuerdo es visitar el sitio web del Administrador en <https://ilymgroup.com/AMIExpeditionaryHealthcare>. También puede llamar por teléfono o enviar un correo electrónico los Abogados del Colectivo o al Administrador utilizando la información de contacto que se indica a continuación o consultar el sitio web del Tribunal Superior en <https://www.lacourt.org/casesummary/ui> e introduciendo el Número de Caso Principal de la Acción, Caso No. 21STCV33372. También puede concertar una cita para revisar personalmente los documentos judiciales en la Secretaría del Juzgado de Spring Street llamando al (213) 310-7000.

NO LLAME POR TELÉFONO AL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Abogados del Colectivo:
Jonathan M. Genish
Miriam L. Schimmel
BLACKSTONE LAW, APC
8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211

Bruce Kokozyan, Abg.
Alex DiBona, Abg.
KOKOZYAN LAW FIRM, APC
10940 Wilshire Blvd., Suite 1200
Los Angeles, CA 90024

David Yeremian, Abg.
Roman Shkodnik, Abg.
DAVID YEREMIAN & ASSOCIATES, INC.
2540 Foothill Blvd., Suite 201
La Crescenta, California 91214

Administrador del Acuerdo:
ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com

10. ¿QUÉ OCURRE SI PIERDO MI CHEQUE DE INDEMNIZACIÓN?

Si pierde o extravía su cheque de indemnización antes de cobrarlo, el Administrador se lo sustituirá siempre que solicite la sustitución antes de la fecha de caducidad que figura en el anverso del cheque original. Si su cheque ya es nulo, debe consultar al Fondo de Propiedad No Reclamada para obtener instrucciones sobre cómo recuperar los fondos.

11. ¿QUÉ PASA SI CAMBIO DE DIRECCIÓN?

Para recibir su cheque, debe notificar inmediatamente al Administrador si se muda o cambia de dirección postal.

Savattieri v. AMI Expeditionary Healthcare, LLC et al.

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

Postage Will
Be Placed Here
Prior To
Mailing

ILYM ID: <<ILYM ID>>

<<Name>>

<<Address>>

<< City>>, <<State>> <<Zip Code>>

EXHIBIT “B”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Savattieri v. AMI

Monday, January 22, 2024

Requesting Law Firm:	Blackstone Law, APC
Attorney Contact:	Emi Minne
E-Mail Address:	eminne@blackstonepc.com
ILYM Group Contact:	Lisa Mullins
E-Mail Address:	Lisa@ilymgroup.com
Contact Number:	714.878.8836

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Estimated Class Size	3,097
Estimated Percentage of Undeliverable Mail	10%
ILYM Group Static Website	Yes
Certified Spanish Translation	Yes

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	7	\$1,050.00
Programming of Class Database	Hourly	\$175.00	7	\$1,225.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$2,275.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	9	\$1,080.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	3	\$210.00
Staff Hours for Processing Opt-Outs, Disputes & Objections	Hourly	\$70.00	6	\$420.00
Report Processing	Hourly	\$70.00	7	\$490.00
NCOA	Flat Fee	\$750.00	1	\$750.00
Toll-Free Call Center Support	Flat Fee	\$850.00	1	\$850.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
Weekly Reports	Flat Fee	\$750.00	1	Waived

Subtotal \$5,050.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notice, English & Spanish	Per Piece	\$1.50	3,097	\$4,645.50
USPS First Class Postage	Per Piece	\$0.55	3,097	\$1,703.35
Re-Mails (Skip Trace/Undeliverable/Requests)	Per Piece	\$2.00	619	\$1,238.80
Storage, Photocopies, Deliveries	Flat Fee	\$270.29	1	\$270.29

Subtotal \$7,857.94

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	9	\$1,350.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	9	\$1,125.00
Check Stub & Release - (including W-2 & 1099)	Per Check	\$1.25	3,097	\$3,871.25
Check Mailing Postage	Per Piece	\$0.55	3,097	\$1,703.35
Re-Mails (Skip Trace/Undeliverable/Requests)	Per Piece	\$1.80	310	\$557.46
Preparation of Taxes	Hourly	\$125.00	18	\$2,250.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$12,357.06

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	8	\$800.00
Project Manager Final Reporting	Hourly	\$120.00	8	\$960.00
Process Unclaimed Funds to State Controller's Office	Flat Fee	\$750.00	1	\$750.00
Declarations	Hourly	\$125.00	4	\$500.00

Subtotal \$3,010.00

Will Not Exceed: \$30,550.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

