

Jonathan M. Genish (State Bar No. 259031)
jgenish@blackstonepc.com
Miriam Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Telephone: (310) 622-4278

Attorneys for Plaintiff Matthew Savattieri
[Additional counsel listed on next page]

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.

Lead Case No.: 21STCV33372

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

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

**DECLARATION OF JONATHAN M.
GENISH IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: March 16, 2023
Time: 10:00 a.m.
Department: 14

Complaint Filed: September 10, 2021
Trial Date: None.

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

5 Defendants

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

10 Plaintiffs,

11 vs.

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

18 Defendants.

20
21 Bruce Kokozian, Esq. (SBN 195723)
Alex DiBona, Esq. (SBN 265744)
22 **KOKOZIAN LAW FIRM, APC**
10940 Wilshire Blvd., Ste 1200
23 Los Angeles, CA 90024
Telephone (323) 857-5900
24 Fax (310) 275-6301
bkokozian@kokozianlawfirm.com
25 dibona@kokozianlawfirm.com

26 Attorneys for Plaintiffs

27 SHORNIKAY CALLUM, individually and on behalf of all others
28 similarly situated

1 David Yeremian (SBN 226337)
2 david@yeremianlaw.com
3 Roman Shkodnik (SBN 285152)
4 roman@yeremianlaw.com

DAVID YEREMIAN & ASSOCIATES, INC.

5 2540 Foothill Blvd., Suite 201
6 La Crescenta, California 91214
7 Telephone: (818) 230-8380
8 Facsimile: (818) 230-0308

9 Attorneys for Plaintiffs
10 ASHLEY CHARLEMAGNE,
11 BRIANNA HUGUELY, MARIA LEWIS,
12 and SHARON LEWIS on behalf of themselves and others similarly situated
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a shareholder and the founder of Blackstone Law, APC (“Class Counsel”), attorneys of record for Plaintiff Matthew Savattieri (“Plaintiff”). I have personal knowledge of the facts contained herein, and, if called to testify I could and would competently do so.

2. I am fully familiar with the legal and factual issues in this case and have specific experience litigating complex wage and hour actions as class actions, including employment cases as set forth above.

4. On the vast majority of those cases, I was the only or primary attorney managing the case and thus obtained extensive experience. In that capacity, I conducted wage and hour and wrongful termination labor and employment intakes; was the primary contact for all clients; took and defended hundreds (if not thousands) of depositions; propounded and responded to all discovery; prepared and opposed all motions and pleadings, including dispositive and certification motions; strategized on all cases; attended all hearings; attended all mediations; coordinated with class action administrators; prepared and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all other intricate facets of litigation. During that time, I represented a wide range of clients from sole proprietorships to Fortune 500 companies in state, federal, complex and appellate courts. Many of the cases I managed were highly publicized, with articles written about them in the Los Angeles Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has regularly

1 honored me as a Southern California Rising Star since 2012.

2 5. In February 2018, I started the plaintiffs labor and employment law firm of Blackstone
3 Law, APC. The firm has grown exponentially over the past three-plus years, now maintaining five highly
4 pedigreed attorneys working on almost exclusively labor and employment class actions, Labor Code
5 Private Attorney General Act of 2004 (“PAGA”) cases, and individual matters, and other private attorney
6 representative actions, with roughly 15% of the firm focused on other complex general litigation matters.

7 6. I have considerable experience in handling class and representative action lawsuits
8 throughout my career and have been approved as counsel in a number of cases, including, most recently:

- 9 • *DiRico v. Seek Capital, LLC*, Los Angeles Superior Court, Case No. BC698078, a wage
10 and hour class action brought on behalf of a class of hourly-paid employees working the
11 State of California.
- 12 • *Consumer Protection Group, LLC v. A. D. Sutton & Sons, Inc.*, Los Angeles Superior
13 Court, Case No. 19STCV29979, a private attorney general action for penalties pursuant
14 to Health and Safety Code section 25249.7.
- 15 • *Consumer Protection Group, LLC v. Shaxon Industries, Inc. et al.*, Los Angeles Superior
16 Court, Case No. 19STCV30306, a private attorney general action for penalties pursuant
17 to Health and Safety Code section 25249.7.
- 18 • *Consumer Protection Group, LLC v. Home Depot U.S.A., Inc.*, Los Angeles Superior
19 Court, Case No. 19STCV30445, a private attorney general action for penalties pursuant
20 to Health and Safety Code section 25249.7.

21 7. I was counsel of record on several class action and PAGA actions that have since been
22 resolved, the most recent of which are as follows:

- 23 • *Maria Castillo-Rodriguez v. HR Outsourcing Associates, LLC*, Los Angeles Superior
24 Court, Case No. 20STCV44138, a wage and hour PAGA action.
- 25 • *Cruz v. LK Plumbing & Heating, Inc.*, Los Angeles Superior Court, Case No. BC686825,
26 a wage and hour PAGA action.
- 27 • *Savoy v. Collector’s Universe, Inc., et al.*, Central District Court of California, Case No.:
28 8:20-cv-00632-DOC-ADS (recently remanded to Orange County Superior Court, Case

No. 30-2020-01130892-CU-RI-CXC), a consumer fraud class action.

8. I am currently the managing partner overseeing roughly 100 labor and employment cases, approximately 80% of which include a wage and hour component. More than a dozen of these cases are wage-and-hour putative class actions or representative PAGA actions seeking relief on behalf of thousands of California employees.

Procedural History of the Action

9. On September 8, 2021, Plaintiff Savattieri provided notice to the LWDA and to Defendants of his intent to seek civil penalties pursuant to the Private Attorneys General Act, Labor Code section 2698, et seq. ("PAGA"). Plaintiff Savattieri subsequently sent two amended notices to the LWDA on September 9, 2021 and April 29, 2022. Attached hereto as **Exhibit 2** are true and correct copies of Plaintiff Savattieri's PAGA Notice and Amended Notices. On September 10, 2021, Plaintiff Savattieri filed a class and representative PAGA action Complaint against Defendants entitled *Savattieri v. AMI Expeditionary Healthcare, LLC*, et al (Los Angeles County Superior Court Case No. 21STCV33372, "*Savattieri Action*"). On December 14, 2021, Plaintiff Shorniakay Callum filed a class action complaint against Defendants (Los Angeles County Superior Court Case No. Case No. 21STCV45611, "*Callum Action*"). On December 22, 2021, Plaintiffs Ashley Charlemagne, Briana Huguely, Marla Lewis and Sharon Lewis provided notice to the LWDA and to Defendants of their intent to seek civil penalties pursuant to PAGA. On the same day, these Plaintiffs filed their class action complaint against Defendants (Los Angeles County Superior Court Case No. 21STCV46752, "*Charlemagne Action*"). On June 14, 2022, the Court ordered all three cases consolidated with the *Savattieri* action designated as the lead case. The consolidated matter encompassed all named Plaintiffs and claims alleged in each action consisting of claims for (1) failure to pay minimum wages (Labor Code §§ 1194, 1197, 1197.1); (2) failure to pay overtime wages (Labor Code §§ 510, 1198); (3) failure to provide meal periods or compensation in lieu thereof (Labor Code §§ 226.7; 512); (4) failure to provide rest periods or compensation in lieu thereof (Labor Code § 226.7); (5) failure to timely pay wages during employment (Labor Code §§ 203, 204); (6) failure to keep accurate payroll records (Labor Code § 1174); (7) failure to issue accurate wage statements (Labor Code § 226(a)); (8) failure to reimburse necessary business expenses (Labor Code § 2802); (9) unfair business practices (Business & Professions Code § 17200); (10) enforcement action pursuant to

1 Labor Code § 2698, et seq. Defendants denied the allegations in each complaint, denied any failure to
2 comply with the laws identified in the complaints and denied any and all liability for the causes of action
3 alleged.

4 10. On October 27, 2021, AMI removed this action to the Central District of California,
5 claiming that there is at least \$7,460,405.35 in controversy in this case. On November 17, 2021, after
6 meeting and conferring, counsel for the Parties stipulated to remand this case to the Los Angeles Superior
7 Court and engage in private mediation. As a precondition for engaging in early mediation, the Parties
8 entered into a formal stipulation and order in which Defendants agreed that a Belaire-West Notice would
9 be mailed to all putative class members within seven (7) days should the mediation fail. A copy of the
10 class list was provided to a third-party administrator to hold in trust on April 19, 2022.

11 11. On May 3, 2022, the Parties participated in an all-day mediation presided over by Paul
12 Grossman, Esq., a neutral and respected mediator with extensive experience in complex wage and hour
13 matters, which led to this Agreement to settle the Actions.

14 12. Prior to mediation, Plaintiffs obtained, through informal discovery, plaintiffs' personnel
15 records, wage statements, hard copy time records, meal and rest trackers, company policies, expense
16 reimbursement information and related information, as well as a sampling of time and payroll data for
17 the putative class, and figures and information regarding the class size and composition. Plaintiffs'
18 investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker*
19 *Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168
20 Cal.App.4th 116, 129-130.

21 13. At the mediation, the Parties engaged in intensive settlement discussions during which
22 they debated their respective positions and exchanged views regarding the strengths and weaknesses of
23 the alleged claims. After a full day of mediation, and with the help of the mediator, the Parties were able
24 to reach an agreement to resolve this dispute on a class and representative basis, and shortly thereafter
25 executed a memorandum of understanding memorializing the key settlement terms. Following
26 mediation, the parties worked diligently to negotiate and memorialize the terms in a long form settlement
27 agreement.

28 14. On December 28, 2022, after additional discussions and revisions to the agreement, the

1 Settlement Agreement was fully executed. Attached hereto as **Exhibit 1** is a true and correct copy of the
2 fully executed Class Action and PAGA Settlement Agreement and Class Notice, which includes as
3 **Exhibit A**, the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court
4 Approval.

5 15. Now, following substantial investigation and extensive settlement negotiations, Plaintiffs
6 seeks preliminary approval of the proposed settlement, which will resolve all class and representative
7 claims alleged in the Complaint.

8 16. In accordance with Labor Code sections 2699 et. seq., and concurrently with the filing of
9 this motion, Plaintiffs' counsel is providing notice of the proposed settlement to the LWDA by uploading
10 the Motion and all supporting documents via the LWDA's online portal.

11 **Summary of the Terms of the Settlement Agreement**

12 17. For purposes of settlement only, the Parties have agreed that the Class shall be defined as
13 "all current and former non-exempt employees of Defendants employed by Defendants in the state of
14 California working on the Los Angeles Unified School District (LAUSD) project at any time during the
15 Class Period, excluding any such employees who separately entered into a release of claims with
16 Defendants prior to final approval of the settlement ("Class Members" or "Class"). The Class Period and
17 release of claims begins on September 10, 2017 and ends on July 2, 2022. It is estimated that there were
18 3,112 Class Members.

19 18. The Parties have agreed to settle the Class and PAGA claims at issue in the Complaint for
20 a non-reversionary Gross Settlement Payment of Three Million Eight Hundred Thousand Dollars and
21 Zero Cents (\$3,800,000.00), exclusive of any employer-side payroll taxes. The Gross Settlement
22 Payment is a common fund and therefore includes all requested costs, fees, and other allocations. As
23 stated above, the Gross Settlement Payment includes: (1) Class Counsel's fees in the amount of one-third
24 of the Gross Settlement Payment, equaling One Million Two Hundred Sixty-Six Thousand, Six Hundred
25 Sixty-Six Dollars and Sixty-Seven Cents (\$1,266,666.67); (2) Class Counsel's actual litigation costs, not
26 to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00); (3) Settlement Administration Costs,
27 capped at Forty Thousand Dollars and Zero Cents (\$40,000.00); (4) Class Representative Enhancement
28 Award in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Savattieri, and

Five Thousand Dollars and Zero cents (\$5,000.00) each to Plaintiffs Callum, Charlemagne, Huguely, M. Lewis and S. Lewis; and (5) PAGA Penalties of One Hundred Thousand Dollars and Zero Cents (\$100,000.00). After the above-estimated amounts are deducted from the Gross Settlement Payment, approximately 3,112 Class Members will share in a Net Settlement Fund of approximately Two Million Three Hundred Eight Thousand, Three Hundred Thirty-Three Dollars and 33/100 cents (\$2,308,333.33).

19. The Net Settlement Fund will be distributed and paid to Participating Class Members on a pro-rata basis based on the number of workweeks worked during the Class Period. This will provide Participating Class Members with an average estimated payment of Seven Hundred Fifty Dollars (\$750.00). The actual payments to Participating Class Members will vary based on the actual weeks worked by Participating Class Members and shall be confirmed by the Settlement Administrator in advance of the final approval hearing. Employees who worked during the PAGA Period shall receive a share of the 25% portion of the PAGA Penalties designated for distribution to PAGA Members. These payments will be distributed on a pro rata basis based on the number of workweeks worked during the PAGA Period. Payments to Participating Class Members will be allocated as 20% wages, 40% interest, and 40% penalties. The employee share of any applicable payroll taxes on wages will be deducted from the wage portion of each Participating Class Member's Individual Settlement Payment. Employer-side payroll taxes shall be paid by Defendants separately from and in addition to the Gross Settlement Payment.

20. The Settlement Agreement is a non-reversionary and a non-claims made settlement. All money from the Net Settlement Fund will be distributed to Participating Class Members. No money will revert to Defendants.

21. Any Individual Settlement Payment checks remaining uncashed after 180 days will be transferred to the California State Controller's Office and held in a trust for such Participating Class Members and PAGA Members. As such, no "unpaid residue" under California Code of Civil Procedure section 384 will result from the Settlement.

The Settlement is Reasonable

Method of Distribution

22. The proposed settlement is based on the number of workweeks worked by the Settlement

1 Class Members. This method is commonly used in wage and hour class actions because it relies upon
2 objective evidence of the total days of employment, which Settlement Class Members can easily review
3 and confirm for themselves. This information is readily available from Defendants' records, and the
4 Settlement Administrator can apply the formula for determining each Participating Class Member's
5 Individual Settlement Share in a fair and transparent manner.

6 23. In addition, this method of distribution is commonly used in wage and hour class actions
7 because it allows for a distribution that corresponds closely to the alleged damages since employees
8 experience the same working conditions, so their damages are directly related to the amount of time that
9 they were employed.

10 ***Discovery and Informed Arms-Length Negotiations***

11 24. Prior to mediation, Plaintiffs obtained, through informal discovery, plaintiffs' personnel
12 records, wage statements, hard copy time records, meal and rest trackers, company policies, expense
13 reimbursement information and related information, as well as a sampling of time and payroll data for
14 the putative class, and figures and information regarding the class size and composition. Plaintiffs'
15 investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker*
16 *Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168
17 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

18 25. At the mediation, the Parties engaged in intensive settlement discussions during which
19 they debated their respective positions and exchanged views regarding the strengths and weaknesses of
20 the alleged claims. After a full day of mediation, and with the help of the mediator, the Parties were able
21 to reach an agreement to resolve this dispute on a class and representative basis, and shortly thereafter
22 executed a memorandum of understanding memorializing the key settlement terms. Following
23 mediation, the parties worked diligently to negotiate and memorialize the terms in a long form settlement
24 agreement.

25 26. The Parties extensively briefed issues regarding class certification and liability, and
26 provided their analyses to the mediator who helped the parties debate the strengths and weakness of their
27 respective positions. Additionally, settlement negotiations were conducted by highly capable and
28 experienced counsel. Plaintiffs engaged in additional negotiations in order to finalize the long-form

1 agreement presently before the Court. At all times, Plaintiffs were willing and prepared to litigate this
2 matter through class certification and trial if the parties had been unable to reach a favorable resolution.
3 Class Counsel are respected members of the California State Bar with strong records of vigorous and
4 effective advocacy and are experienced in handling complex wage and hour class action litigation.
5 Accordingly, Class Counsel had sufficient information and experience to act intelligently in negotiating
6 the Settlement.

7 ***Estimate of Potential Value of Class Claims***

8 27. Prior to mediation, Class Counsel analyzed a sampling of time and payroll records
9 provided by Defendants and other relevant documents and discovery. Based on the discovery provided,
10 Class Counsel estimated with respect to the class claims, with all claims adjudicated in favor of the Class,
11 that Defendants faced a maximum potential liability of \$49,176,075.79. This estimate is based off an
12 estimated maximum liability for the primary claims at issue as follows: \$19,459,856.68 for meal period
13 violations, \$4,857,906.37 for rest period violations, \$6,375,596.74 for unpaid reimbursable business
14 expenses, \$457,556.00 for waiting time penalties, and \$15,411,060.00 in wage statement
15 penalties. Plaintiffs further estimated that Defendants faced an additional exposure of \$2,614,100.00 in
16 potential PAGA penalties. These maximum potential damages were calculated using information
17 provided by Defendants regarding total aggregate workweeks and average rates of pay for the Class.

18 ***Specific Risks Considered***

19 28. Although the investigation and information discovered supports Plaintiffs' contentions,
20 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on a
21 class-wide basis. Consideration of these risks factored into the decision to enter this Settlement.

22 29. Class Counsel are aware of Defendants' defenses and arguments, and have also taken into
23 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
24 inherent in such litigation, including those involved in class and/or representative adjudication. Plaintiffs
25 further recognizes the burdens of proof necessary to establish liability for the claims asserted in the
26 Lawsuit, Defendants' defenses, and the difficulties in establishing entitlement to monetary recovery.
27 Plaintiffs have also considered the Parties' settlement discussions, as well as the evaluations of the
28 mediator, who is experienced and well regarded in complex labor and employment matters.

1 30. Defendants denied and continue to deny any liability and wrongdoing of any kind
2 associated with the claims alleged in this action. Defendants further denied that class certification is
3 appropriate for any purpose other than this Settlement. Defendants believe that they would ultimately
4 prevail in this action. Defendants proffered defenses to both certification and to the merits of Plaintiffs'
5 claims. Defendants contended that Plaintiffs' claims are not suitable for class certification because
6 individual issues would predominate should this case go to trial. As with all class actions, these complex
7 cases raise difficult management and proof issues and, accordingly, there is a significant risk that the
8 Court may deny class certification.

9 31. For example, a large portion of Defendants' overall liability lies in Plaintiffs' meal period
10 claims. These claims have been increasingly difficult to certify in recent years and Defendants contended
11 their practices were lawful. Plaintiffs' theory of liability for meal period violations was based on
12 allegations that Defendants implemented a facially deficient policy which failed to ensure that Plaintiffs
13 and the Class received all timely and duty-free meal periods to which they were entitled. In contrast,
14 Defendants argued that their practices at all times during the class period were lawful. Defendants argued
15 that the rate of purported meal period violations reflected in the data would require individualized inquiry
16 and that such inquiry would prohibit a class from being certified. Class Counsel disagreed with this
17 assessment but had to consider the risk that the Court would find validity in an individualized proof
18 defense to certification of Plaintiffs' meal period claim.

19 32. Similarly, Plaintiffs will likely face difficulties proving the alleged rest period violations
20 Plaintiffs' rest period allegations were based on a facially deficient policy that failed to provide employees
21 with timely, full, and uninterrupted rest periods. As with the meal period allegations, Defendants
22 contended that they provided rest breaks and relieved Class Members of all duties as required under
23 California law. Additionally, this claim was even more uncertain given the difficulties associated with
24 proving the alleged rest period violations, as Defendants were not required to record these breaks. Given
25 the lack of records demonstrating rest period violations, there were legitimate concerns Plaintiffs would
26 not be able to certify these claims or prove substantial damages with requisite certainty.

27 33. Plaintiffs also faced challenges certifying and proving liability for their minimum wage
28 and overtime claims. These claims were largely based on unrecorded, off-the-clock work performed by

1 the Class Members both before and after their shifts and during purported meal periods. As such, the
2 individualized nature of why this work was performed and the individualized nature of damages presented
3 substantial concerns regarding the manageability of the case and the risk the Court could find these issues
4 prevented certification.

5 34. Both sides have had the opportunity to interview witnesses and review documents and
6 information relating to Plaintiffs' and the Settlement Class Members' employment with Defendants, and
7 Defendants' operations and employment policies, practices, and procedures. The Parties also reviewed
8 and analyzed hundreds of pages of documents and data, including but not limited to plaintiffs' personnel
9 records, wage statements, hard copy time records, meal and rest trackers, company policies, expense
10 reimbursement information and related information, as well as a sampling of time and payroll data for
11 the putative class, and figures and information regarding the class size and composition, in order to
12 determine the potential value and strength of the claims. The available information enabled Class
13 Counsel to estimate the potential claims of the Settlement Class and prepare damages/valuation models.
14 Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently informed
15 of the nature and extent of the Settlement Class Members' claims, and to enable both sides to fully
16 evaluate the Settlement for its fairness, adequacy, and reasonableness. The Parties have agreed that the
17 matter is well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well
18 as the costs and risks to both sides that would attend further litigation. The Settlement takes into account
19 the strengths and weaknesses of each side's position and the uncertainty of how the case might have
20 concluded at trial, and/or after exhaustion of all appeals.

21 35. My office recognized that, even if Plaintiffs prevailed at class certification, proving the
22 amount of wages due to each Class Member would be an expensive, time-consuming, and extremely
23 uncertain proposition. In order to prove liability and damages, my office will need to request and analyze
24 thousands of pages of documents, obtain the Class Members' contact information, contact them, and
25 obtain declarations. Obtaining the cooperation of current employees would also be difficult, given the
26 likely reluctance to aid prosecution of a lawsuit against a current employer. Moreover, even if Plaintiffs
27 prevailed at class certification and trial, possible appeals would substantially delay any recovery by the
28 Class.

1 36. My office also separately contemplated the risks of proceeding with the PAGA action and
2 potential liability Defendants could face from this claim. The Parties agreed during settlement
3 negotiations to allocate \$100,000.00 of the Settlement towards the PAGA claims, which represents
4 approximately 2.6% of the Gross Settlement Payment. This percentage of the settlement is well within
5 the range of wage and hour settlements regularly approved in both state and federal court for cases that
6 include both a class and PAGA action. Typically, such hybrid cases allocate only 1% of the gross
7 settlement value to resolve PAGA claims, and, indeed, settlement allocations of as little as 0.22% of the
8 gross settlement amount have been approved as reasonable by courts.

9 37. In allocating \$100,000.00 to Plaintiffs' PAGA claims, my office considered that PAGA
10 penalties would be subject to the same defenses and risks as Plaintiffs' class claims, as well as defenses
11 unique to PAGA. Even if Plaintiffs were successful on the merits at trial, the imposition of cumulative
12 civil penalties based on the alleged wage and hour violations could be considered unjust, arbitrary and
13 oppressive, or confiscatory, and Defendants could argue that it made a good faith attempt to comply with
14 its legal obligations warranting a reduction in penalties. Class Counsel was also mindful of the fact that
15 PAGA is fundamentally not intended to be compensatory in nature, but is instead intended to facilitate
16 enforcement of California's labor laws by financing state activities and educating and deterring non-
17 compliance.

18 38. In consideration of the risks regarding certification of the class claims, Class Counsel
19 discounted Defendants' estimated liability by approximately 50%. The merits-based risk factors also
20 reduced Defendants' estimated liability by an additional 40%. This resulted an adjusted estimated liability
21 of \$4,917,607.58.

22 39. I therefore submit that the Settlement is fair, reasonable, and adequate. The Settlement is
23 in the best interest of the Class Members and is within the accepted range of recoveries for this type of
24 litigation given the inherent risk of litigation, the risk of obtaining and maintaining class certification,
25 and the costs of further litigation.

26 ***Class Representative Enhancement Award***

27 40. As part of the settlement agreement, Plaintiffs are requesting a reasonable enhancement
28 award of \$10,000.00 to named Plaintiff Matthew Savattieri and enhancement awards of \$5,000.00 each

1 to Plaintiffs Shorniakay Callum, Ashley Charlemagne, Brianna Huguely, Sharon Lewis, and Marla
2 Lewis. This enhancement is eminently reasonable given the time and effort Plaintiffs spent on this case,
3 and the benefit to the other putative class members as a result of Plaintiffs' actions.

4 41. Plaintiffs' Motion for Final Approval will expand on Plaintiffs' participation in the
5 lawsuit and additional reasons regarding the reasonableness of the enhancement award. Notice of the
6 requested enhancement award is disclosed to the Class Members in the Notice of Class Action Settlement.

7 ***Attorneys' Fees and Costs***

8 42. The attorneys' fees incurred by Class Counsel are in line with the common fund requested.
9 The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to
10 one-third of the Gross Settlement Payment (i.e., \$1,266,666.67) and actual litigation costs and expenses
11 in an amount not to exceed Forty Thousand Dollars (\$50,000.00), which will be paid out of the Gross
12 Settlement Payment, subject to approval by the Court. Class Counsel have borne all of the risks and costs
13 of litigation and will not receive any compensation until recovery is obtained.

14 43. The effectiveness of Class Counsel's prosecution of this matter has translated into tangible
15 monetary benefits for the Settlement Class Members as follows: (1) Settlement Class Members will
16 obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years
17 for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other
18 similar class action settlements of this type, given the strengths and weaknesses of the case; and (3)
19 significant savings in Class Counsel's fees and/or costs that would have only increased significantly had
20 the case progress through trial and/or appeals.

21 44. Class Counsel have litigated this matter for close to a year and were actively preparing
22 this matter for class certification and trial. The Motion for Final Approval will elaborate on the nature of
23 the legal services provided, the time incurred in performing those services, and Class Counsel's hourly
24 rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought by Class
25 Counsel. Notice of the requested award of fees and costs is included in the Notice to the Class. (See
26 Settlement Agreement, Exh. 1).

27 45. Class Counsel have a fee splitting agreement with co-counsel (Kokozyan Law Firm and David
28 Yeremian and Associates, Inc.). All named Plaintiffs have given written approval to the fee splitting

1 agreement.

2 *Notice to the Class*

3 46. The Parties have agreed to retain ILYM Group, Inc. (“ILYM” or “Settlement
4 Administrator”) to handle the notice and settlement administration process. The Parties respectfully
5 request that the Court appoint ILYM to handle these procedures and to serve as the Settlement
6 Administrator. Defendants will provide ILYM with the Class List and ILYM will calculate each
7 Settlement Class Member’s estimated Individual Settlement Share. ILYM will also receive requests for
8 exclusion from the Settlement, objections to the Settlement, and disputes about the number of workweeks
9 worked; will provide necessary reports and declarations; will calculate, subtract, and transmit the
10 employees’ and employer’s share of taxes and withholdings with respect to the wages portion of the
11 Individual Settlement Shares; will prepare and submit informational and other tax filings and documents;
12 will issue and transmit all payments provided for by the Settlement, including, but not limited to, mailing
13 Individual Settlement Payment checks to the Participating Class Members; and perform any other usual
14 and customary duties for administering a class action settlement.

15 47. I am not aware of an alternative method of providing notice to the Class which would
16 result in a higher likelihood of actual notice. The original source of the mailing addresses is from each
17 Class Member, who provided the information to Defendants. As a fail-safe to this highly reliable method,
18 skip tracing will be performed, if necessary.

19 *Notice to the LWDA*

20 48. In accordance with Labor Code sections 2699 et. seq., and simultaneously with the filing
21 of Plaintiffs’ Motion, Plaintiffs’ counsel provided notice of the proposed settlement, including the
22 Settlement Agreement and this Motion, to the LWDA via online submission to the LWDA.

23 I declare under penalty of perjury under the laws of the State of California that the foregoing is
24 true and correct.

25 Executed on February 17, 2023, at Beverly Hills, California.

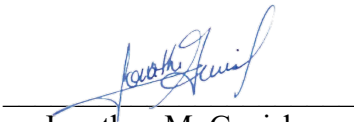
26
27 
28 Jonathan M. Genish

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Matthew Savattieri, Shorniakay Callum, Ashley Charlemagne, Brianna Huguely, Sharon Lewis, Marla Lewis (“Plaintiffs”), and Defendants AMI Expeditionary Healthcare, LLC and AMI Expeditionary Healthcare (USA), LLC (“Defendants”) (collectively, “the Parties”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties.”

1. DEFINITIONS.

- 1.1 “Actions” means the Plaintiffs’ lawsuits alleging wage and hour violations against Defendants captioned *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”). “Action” means the action consolidating each of the aforementioned cases pursuant to Judge Kenneth Freeman’s order dated June 14, 2022, with the *Savattieri* Action as the lead case.
- 1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means all current and former non-exempt employees of Defendants employed by Defendants in the state of California at any time during the PAGA Period, excluding any such employees who separately entered into a release of claims with Defendants prior to final approval of the settlement.
- 1.5 “Class” means all current and former non-exempt employees of Defendants employed by Defendants in the state of California working on the Los Angeles Unified School District (LAUSD) project at any time during the Class Period, excluding any such employees who separately entered into a release of claims with Defendants prior to final approval of the settlement.
- 1.6 “Class Counsel” means Blackstone Law, APC, Kokozian Law Firm, APC, and David Yeremian & Associates, Inc.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions.
- 1.8 “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s full name, last-known home address, last known telephone number, Social Security number, start and end dates of active employment as a non-exempt employee of Defendants in the state of California working on the LAUSD project, the total

number of Workweeks during the Class Period, and the total number of Workweeks during the PAGA Period.

- 1.9 “Class Member” or “Participating Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period commencing on September 10, 2017 and ending on July 2, 2022.
- 1.13 “Class Representatives” means the named Plaintiffs in the operative consolidated complaint in the Action seeking Court approval to serve as Class Representatives.
- 1.14 “Class Representative Service Payment” means the payments to the Class Representatives for initiating the Actions and providing services in support of the Actions.
- 1.15 “Court” means the Superior Court of California, County of Los Angeles.
- 1.16 “Defendants” means AMI Expeditionary Healthcare, LLC, AMI Expeditionary Healthcare (USA), LLC, AMI Health, and AMI Expeditionary Healthcare as named by the Named Plaintiffs in the operative complaints, and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.
- 1.17 “Defense Counsel” means Littler Mendelson P.C.
- 1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, or if all objections are withdrawn, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

- 1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means Three Million, Eight Hundred Thousand Dollars and Zero Cents (\$3,800,000.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount is non-reversionary and will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments, all employee-side taxes arising from the payments made under this Settlement, the employer’s share of any applicable payroll taxes, and the Administrator’s Expenses.
- 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, all employee-side taxes arising from the payments made under this Settlement, the employer’s share of any applicable payroll taxes, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 “PAGA Pay Period” means any Workweek during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.31 “PAGA Period” means the period commencing on September 8, 2020 and ending on July 2, 2022.
- 1.32 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33 “PAGA Notices” means the letters sent to Defendants and the LWDA by Plaintiffs Matthew Savattieri dated September 8, 2021 and April 29, 2022, Shorniakay Callum dated February 2, 2022, Ashley Charlemagne dated December 22, 2021, Brianna Hugueley dated December

22, 2021, Sharon Lewis dated December 22, 2021, and Marla Lewis dated December 22, 2021, providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.34 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$25,000) and the 75% to LWDA (\$75,000) in settlement of PAGA claims.
- 1.35 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 "Plaintiffs" means Matthew Savattieri, Shorniakay Callum, Ashley Charlemagne, Brianna Hugely, Sharon Lewis, and Marla Lewis, the named plaintiffs in the Action.
- 1.37 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.38 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39 "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.40 "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.
- 1.41 "Released Parties" means: AMI Expeditionary Healthcare, LLC, AMI Expeditionary Healthcare (USA), LLC, AMI Health, and AMI Expeditionary Healthcare as named by the Named Plaintiffs in the operative complaints, and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.
- 1.42 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43 "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members must (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44 "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.
- 1.45 "Workweek" means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. RECITALS

- 2.1 On September 10, 2021, Plaintiff Savattieri commenced a class and representative PAGA action by filing a complaint against Defendants entitled *Savattieri v. AMI Expeditionary Healthcare, LLC*. On December 14, 2021, Plaintiff Shorniakay Callum filed a class action complaint against Defendants. On December 22, 2021, Plaintiffs Ashley Charlemagne, Briana Huguely, Marla Lewis and Sharon Lewis filed their class action complaint against Defendants. The three complaints are the operative complaints in the Action (the “Operative Complaints”). On June 14, 2022, the Court ordered all three cases consolidated with the *Savattieri* action designated as the lead case. The consolidated matter encompassed all named Plaintiffs and claims alleged in each action consisting of claims for (1) failure to pay minimum wages (Labor Code §§ 1194, 1197, 1197.1); (2) failure to pay overtime wages (Labor Code §§ 510, 1198); (3) failure to provide meal periods or compensation in lieu thereof (Labor Code §§ 226.7; 512); (4) failure to provide rest periods or compensation in lieu thereof (Labor Code § 226.7); (5) failure to timely pay wages during employment (Labor Code §§ 203, 204); (6) failure to keep accurate payroll records (Labor Code § 1174); (7) failure to issue accurate wage statements (Labor Code § 226(a)); (8) failure to reimburse necessary business expenses (Labor Code § 2802); (9) unfair business practices (Business & Professions Code § 17200); and (10) penalties pursuant to Labor Code § 2698, et seq. Defendants denied the allegations in each complaint, denied any failure to comply with the laws identified in the complaints and denied any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notices.
- 2.3 On May 3, 2022, the Parties participated in an all-day mediation presided over by Paul Grossman, Esq., which led to this Agreement to settle the Actions.
- 2.4 Prior to mediation, Plaintiffs obtained, through informal discovery, a sampling of time and payroll data for the putative class, and figures and information regarding the class size and composition. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5 The Court has not granted class certification because the Parties engaged in mediation before any class certification briefing.
- 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$3,800,000 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 5.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to

submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiffs: Class Representative Service Payments to the Class Representatives in the amount of \$10,000 to Plaintiff Savattieri and \$5,000 each to Plaintiffs Callum, Charlemagne, Huguely, M. Lewis and S. Lewis (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members). Defendants will not oppose Plaintiffs' requests for Class Representative Service Payments that do not exceed these amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be \$1,266,666.67 and a Class Counsel Litigation Expenses Payment of not more than \$50,000. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$40,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$40,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000 to be paid from the Gross Settlement Amount, with 75% (\$75,000) allocated to the LWDA PAGA Payment and 25% (\$25,000) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$25,000) by the total number of PAGA Period Workweeks worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Workweeks. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms, if applicable.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate that there are 3,112 Class Members who collectively worked a total of 51,916 Workweeks during the Class Period, and an estimated 3,112 Aggrieved

Employees with an aggregate 27,778 PAGA pay periods and 51,916 PAGA Workweeks during the PAGA Period.

- 4.2 Class Data. Not later than 14 calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 calendar days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 10 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 calendar days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to

deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. In addition to the claims released under paragraph 5.2 below, Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, shall release and discharge Released Parties from all claims related to their employment with Defendants, including all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaints, and be bound by a Civil Code Section 1542 release and waiver of all claims known and unknown, without exception, except as may be prohibited by law. This specifically excludes claims for unemployment insurance, disability, social security, and workers' compensation (except for claims pursuant to Labor Code Sections 132a and 4553) ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Release by Participating Class Members: 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.

5.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: 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 Complaints, the PAGA Notices and ascertained in the course of the Actions.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section

2699.3, subd. (a)), Operative Complaints (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres recipient. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks in the Class Data.

- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 7 calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than 7 calendar days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall

accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of

written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** The Gross Settlement Amount is based on Defendants' representation at mediation that the Class Members worked approximately a total of 41,596 Workweeks from September 10, 2017 through March 30, 2022. Should the qualifying Workweeks (any workweek in which a Class Member worked at least one shift) worked by the Class Members during this period ultimately increase by more than 10% (i.e., by more than 4,160 Workweeks), Defendants shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks increases by 11% to 46,172 Workweeks for the time period from September 10, 2017 through March 30, 2022, the Gross Settlement Amount will increase by 1%. Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there were 3,112 Class Members and 44,040 Total Workweeks during the period from September 10, 2017 through March 30, 2020, and therefore this escalator provision is not triggered.
9. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 2% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. Defendants shall meet and confer with Class Counsel before withdrawing from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (I), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise

ordered or accepted by the Court.

- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

- 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in this Action have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and

represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates

any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Class Counsel shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

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

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

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

To Defendant:

JoAnna L. Brooks
Dominique Thomas
LITTLER MENDELSON P.C.
Treat Towers
1255 Treat Boulevard, Suite 600
Walnut Creek, California 94597

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

12.20 Neutral Employment Reference. Defendants agree that they will adopt a neutral reporting policy regarding any future employment references related to each of the named Plaintiffs. In the event that any potential or future employers of Plaintiffs request a reference regarding Defendants' employment of Plaintiffs, Defendants shall only provide the named Plaintiffs' dates of employment and job titles during employment. Defendants shall not refer to the Actions or this Settlement.

Dated: 12/11/2022

By: 
Plaintiff Matthew Savattieri

12/14/2022

Dated: _____

By: 
Plaintiff Shorniakay Callum

Dated: _____

By: _____
Plaintiff Ashley Charlemagne

Dated: _____

By: _____
Plaintiff Brianna Huguely

Dated: _____

By: _____
Plaintiff Sharon Lewis

Dated: _____

By: _____
Plaintiff Marla Lewis

[SIGNATURES CONTINUE ON NEXT PAGE]

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

12.20 Neutral Employment Reference. Defendants agree that they will adopt a neutral reporting policy regarding any future employment references related to each of the named Plaintiffs. In the event that any potential or future employers of Plaintiffs request a reference regarding Defendants' employment of Plaintiffs, Defendants shall only provide the named Plaintiffs' dates of employment and job titles during employment. Defendants shall not refer to the Actions or this Settlement.

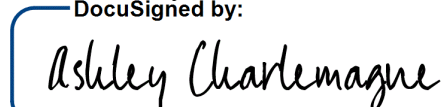
Dated: 12/11/2022

By: 
Plaintiff Matthew Savattieri

Dated: _____

By: _____
Plaintiff Shorniakay Callum

Dated: 12/15/2022

By: 
Plaintiff Ashley Charlemagne

Dated: _____

By: _____
Plaintiff Brianna Huguely

Dated: _____

By: _____
Plaintiff Sharon Lewis

Dated: _____

By: _____
Plaintiff Marla Lewis

[SIGNATURES CONTINUE ON NEXT PAGE]

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

12.20 Neutral Employment Reference. Defendants agree that they will adopt a neutral reporting policy regarding any future employment references related to each of the named Plaintiffs. In the event that any potential or future employers of Plaintiffs request a reference regarding Defendants' employment of Plaintiffs, Defendants shall only provide the named Plaintiffs' dates of employment and job titles during employment. Defendants shall not refer to the Actions or this Settlement.

Dated: 12/11/2022

By: 
Plaintiff Matthew Savattieri

Dated: _____

By: _____
Plaintiff Shorniakay Callum

Dated: _____

By: _____
Plaintiff Ashley Charlemagne

Dated: 12/18/2022

By: 
Plaintiff Brianna Huguely

Dated: _____

By: _____
Plaintiff Sharon Lewis

Dated: _____

By: _____
Plaintiff Marla Lewis

[SIGNATURES CONTINUE ON NEXT PAGE]

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

12.20 Neutral Employment Reference. Defendants agree that they will adopt a neutral reporting policy regarding any future employment references related to each of the named Plaintiffs. In the event that any potential or future employers of Plaintiffs request a reference regarding Defendants' employment of Plaintiffs, Defendants shall only provide the named Plaintiffs' dates of employment and job titles during employment. Defendants shall not refer to the Actions or this Settlement.

Dated: 12/11/2022

By: 
Plaintiff Matthew Savattieri

Dated: _____

By: _____
Plaintiff Shorniakay Callum

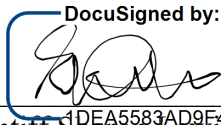
Dated: _____

By: _____
Plaintiff Ashley Charlemagne

Dated: _____

By: _____
Plaintiff Brianna Huguely

Dated: 12/12/2022

By: 
Plaintiff Sharon Lewis

Dated: _____

By: _____
Plaintiff Marla Lewis

[SIGNATURES CONTINUE ON NEXT PAGE]

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

12.20 Neutral Employment Reference. Defendants agree that they will adopt a neutral reporting policy regarding any future employment references related to each of the named Plaintiffs. In the event that any potential or future employers of Plaintiffs request a reference regarding Defendants' employment of Plaintiffs, Defendants shall only provide the named Plaintiffs' dates of employment and job titles during employment. Defendants shall not refer to the Actions or this Settlement.

Dated: 12/11/2022

By: 
Plaintiff Matthew Savattieri

Dated: _____

By: _____
Plaintiff Shorniakay Callum

Dated: _____

By: _____
Plaintiff Ashley Charlemagne

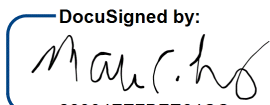
Dated: _____

By: _____
Plaintiff Brianna Huguely

Dated: _____

By: _____
Plaintiff Sharon Lewis

Dated: 12/12/2022

By: 
Plaintiff Marla Lewis

[SIGNATURES CONTINUE ON NEXT PAGE]

Dated: _____

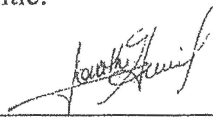
By: _____
Defendants AMI Expeditionary Healthcare,
LLC and AMI Expeditionary Healthcare
USA), LLC

Name:

Title:

AS TO FORM:

Dated: December 12, 2022

By: 
Jonathan M. Genish
Miriam L. Schimmel
Attorneys for Plaintiff, Matthew Savattieri

Dated: 12/14/22

By: 
Bruce Kokozian
Alex DiBona,
Attorneys for Plaintiff Shorniakay Callum

Dated: 12.28.22

By: 
David Yeremian,
Attorneys for Plaintiffs Ashley Charlemagne,
Brianna Huguely, Sharon Lewis and Marla
Lewis

Dated: _____

By: _____
Joanna L. Brooks
Littler Mendelson P.C.
Counsel for Defendants

Dated: 12/27/22

By: 
Defendants AMI Expeditionary Healthcare,
LLC and AMI Expeditionary Healthcare
USA), LLC
Name: THOMAS G. CRABTREE, MD, FACS
Title: VICE CHAIR, BOARD OF DIRECTORS

AS TO FORM:

Dated: _____

By: _____
Jonathan M. Genish
Miriam L. Schimmel
Attorneys for Plaintiff, Matthew Savattieri

Dated: _____

By: _____
Bruce Kokozyan
Alex DiBona,
Attorneys for Plaintiff Shorniakay Callum

Dated: _____

By: _____
David Yeremian,
Attorneys for Plaintiffs Ashley Charlemagne,
Brianna Huguely, Sharon Lewis and Marla
Lewis

Dated: December 27, 2022

By: 
Joanna L. Brooks
Littler Mendelson P.C.
Counsel for Defendants

**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 \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** 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 workweeks during the Class Period and you worked 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 _____ _____	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 _____	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 _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. 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 _____	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 _____. 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, Kokoian 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.
 - 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. AMI Healthcare will separately pay employer payroll taxes it owes on the Wage Portion. 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 _____, 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 _____ 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 and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against 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 and separately paid the employer-side payroll taxes, 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/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period 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 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 and/or Pay Period 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 _____, 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 _____ 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

_____ (url) _____ 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 _____.** 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 _____ at _____ (time) 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 _____ 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 _____ (url). 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.
Alex DiBona, Esq.
KOKOZYAN LAW FIRM, APC
10940 Wilshire Blvd., Suite 1200
Los Angeles, CA 90024

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

Settlement Administrator:
Name of Company: ILYM Group, Inc.
Email Address:
Mailing Address:
Telephone:
Fax Number:

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.

EXHIBIT 2

September 8, 2021

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

RE: *Matthew Savattieri v. AMI Expeditionary Healthcare, Inc.*

Dear PAGA Administrator:

This office represents Matthew Savattieri (“Mr. Savattieri”), who was employed by The AMI Expeditionary Healthcare, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (“AMI” or “Respondent”) as a Cluster Lead from approximately May 1, 2021 to present in the State of California. This letter shall serve as notice pursuant to the Private Attorneys General Act of 2004 (“PAGA”) (California Labor Code § 2699.3), of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

Mr. Savattieri intends to bring a representative action seeking penalties for violations of the California Labor Code, which are recoverable under PAGA, and all other remedies available under PAGA, including an amount sufficient to recover underpaid wages pursuant to Labor Code section 558. Mr. Savattieri seek these remedies on behalf of the State of California and all aggrieved employees. The aggrieved employees on whose behalf Mr. Savattieri will file a PAGA cause of action includes all current and former hourly paid and/or non-exempt employees who worked for AMI in the State of California at during the relevant statutory period (referred to herein as “aggrieved employees”).

As set forth below, AMI has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders.

Failure to Pay Minimum Wages

AMI violated California Labor Code sections 1194, 1197, and 1197.1 by failing to pay Mr. Savattieri and other aggrieved employees lawful minimum wages for all hours worked. Mr. Savattieri and other aggrieved employees were required to perform work duties off-the-clock prior

to clocking-in and after clocking-out. By failing to pay Mr. Savattieri and other aggrieved employees any wages for off-the-clock work, AMI violated Labor Code sections 1194, 1197, and 1197.1, which require employers to pay at least the legal minimum wage to their employees.

Failure to Pay Overtime Wages

California Labor Code sections 510 and 1198 require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek. During the relevant time period, Mr. Savattieri and other aggrieved employees worked in excess of 8 hours in a day and/or 40 hours in a week without overtime compensation because AMI failed to pay them for off-the-clock work as described above. On occasions when Mr. Savattieri and other aggrieved employees had already worked eight hours in one day on-the-clock and also performed work off-the-clock, AMI failed to pay them overtime compensation for this off-the-clock work. Therefore, Mr. Savattieri and the other aggrieved employees were entitled to receive certain wages for overtime compensation, but were not paid for overtime hours worked.

Failure to Provide Meal Periods and Rest Periods

California law requires employers to provide their employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). Further, an uninterrupted rest period of no less than ten (10) minutes must be provided for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

AMI failed to provide Mr. Savattieri and the other aggrieved employees with an opportunity to take timely, uninterrupted meal and rest periods of the requisite length. AMI failed to compensate Mr. Savattieri and the other aggrieved employees properly for non-compliant meal and rest periods including, *inter alia*, missed, short, late, and/or interrupted meal and rest periods.

In addition to failing to provide meal periods and rest periods in compliance with the California Labor Code and applicable IWC Wage Order, AMI failed to issue meal period and rest period premiums on each occasion that a meal period or rest period was not provided. On those occasions when AMI did pay meal and/or rest period premiums, it failed to do so at the correct rate. On occasions when meal period and/or rest period premiums were paid, AMI paid them at the base hourly rate of pay rather than at the regular rate of compensation. AMI failed to include all non-discretionary payments for work performed by Mr. Savattieri and the other aggrieved employees in the regular rate of compensation when issuing meal and/or rest period premiums.

Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, AMI failed to pay Mr. Savattieri and other aggrieved employees all wages due to them, including minimum wages, overtime wages, and meal and rest period premium wages, within any time period specified by California Labor Code section 204.

Failure to Keep Accurate Payroll Records

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. During the relevant time period, AMI failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages paid, to Mr. Savattieri and other aggrieved employees.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer. AMI failed to provide wage statements to Mr. Savattieri and other aggrieved employees stating, *inter alia*, the total hours worked (including time spent working off-the-clock), the rates at which wages were paid, the accurate amount of meal period premium wages earned, and the accurate amount of rest period premium wages earned.

Failure to Reimburse Necessary Business Expenses

Labor Code section 2802 requires employers to indemnify their employees for all necessary business expenses that they incur in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Savattieri and other aggrieved employees incurred necessary

business-related expenses and costs that were not fully reimbursed by AMI. These costs include, but are not limited to, the use of personal cell phones and computers for work-related purposes.

Defendant is in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2699, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against AMI for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Labor Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Labor Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Labor Code § 2699.3(a)(2)(A). It is the intention of this law firm to file a civil complaint and to bring the appropriate claims under Labor Code § 2699 should your office not address these matters within this time. Should you require anything further or have questions, please do not hesitate to contact me.

BLACKSTONE LAW

A handwritten signature in blue ink, appearing to read "Matthew Dietz", enclosed within a light blue rectangular border.

Matthew Dietz, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

AMI Expeditionary Healthcare, Inc.
12030 Sunrise Valley Drive, Suite 240
Reston, VA 20191

September 9, 2021

Amended PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

RE: *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC; AMI Expeditionary Healthcare (USA), LLC*
Case No.: LWDA-CM-843929-21

Dear PAGA Administrator:

This office represents Matthew Savattieri (“Mr. Savattieri”), who is employed by AMI Expeditionary Healthcare, LLC and AMI Expeditionary Healthcare (USA), LLC (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (“AMI” or “Respondents”) as a Cluster Lead from approximately May 1, 2021 to present in the State of California. This letter shall serve as Mr. Savattieri’s amended notice and request, pursuant to the Private Attorneys General Act of 2004 (“PAGA”) (California Labor Code § 2699.3), that the Labor and Workforce Development Agency (the “Agency”) investigate his claims. Mr. Savattieri previously provided the Agency notice of his intention to pursue claims against Respondent in a representative capacity on or about September 8, 2021. Having further investigated his claims, he respectfully submits this amended notice to amend and correctly named the Respondents.

This amended notice is made on behalf of employee Matthew Savattieri and all aggrieved employees of Respondent (referred to herein as “aggrieved employees”), who intends to bring a representative action seeking penalties for violations of the California Labor Code, which are recoverable under PAGA, and all other remedies available under PAGA, including an amount sufficient to recover underpaid wages pursuant to Labor Code section 558. Mr. Savattieri seeks these remedies on behalf of the State of California and all aggrieved employees. The aggrieved employees on whose behalf Mr. Savattieri will file a PAGA cause of action includes all current and former hourly paid and/or non-exempt employees who worked for AMI in the State of California during the relevant statutory period.

As set forth below, AMI has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders.

Failure to Pay Minimum Wages

AMI violated California Labor Code sections 1194, 1197, and 1197.1 by failing to pay Mr. Savattieri and other aggrieved employees lawful minimum wages for all hours worked. Mr. Savattieri and other aggrieved employees were required to perform work duties off-the-clock prior to clocking-in and after clocking-out. By failing to pay Mr. Savattieri and other aggrieved employees any wages for off-the-clock work, AMI violated Labor Code sections 1194, 1197, and 1197.1, which require employers to pay at least the legal minimum wage to their employees.

Failure to Pay Overtime Wages

California Labor Code sections 510 and 1198 require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek. During the relevant time period, Mr. Savattieri and other aggrieved employees worked in excess of 8 hours in a day and/or 40 hours in a week without overtime compensation because AMI failed to pay them for off-the-clock work as described above. On occasions when Mr. Savattieri and other aggrieved employees had already worked eight hours in one day on-the-clock and also performed work off-the-clock, AMI failed to pay them overtime compensation for this off-the-clock work. Therefore, Mr. Savattieri and the other aggrieved employees were entitled to receive certain wages for overtime compensation, but were not paid for overtime hours worked.

Failure to Provide Meal Periods and Rest Periods

California law requires employers to provide their employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). Further, an uninterrupted rest period of no less than ten (10) minutes must be provided for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

AMI failed to provide Mr. Savattieri and the other aggrieved employees with an opportunity to take timely, uninterrupted meal and rest periods of the requisite length. AMI failed to compensate Mr. Savattieri and the other aggrieved employees properly for non-compliant meal and rest periods including, *inter alia*, missed, short, late, and/or interrupted meal and rest periods.

In addition to failing to provide meal periods and rest periods in compliance with the California Labor Code and applicable IWC Wage Order, AMI failed to issue meal period and rest period premiums on each occasion that a meal period or rest period was not provided. On those occasions when AMI did pay meal and/or rest period premiums, it failed to do so at the correct

rate. On occasions when meal period and/or rest period premiums were paid, AMI paid them at the base hourly rate of pay rather than at the regular rate of compensation. AMI failed to include all non-discretionary payments for work performed by Mr. Savattieri and the other aggrieved employees in the regular rate of compensation when issuing meal and/or rest period premiums.

Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, AMI failed to pay Mr. Savattieri and other aggrieved employees all wages due to them, including minimum wages, overtime wages, and meal and rest period premium wages, within any time period specified by California Labor Code section 204.

Failure to Keep Accurate Payroll Records

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. During the relevant time period, AMI failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages paid, to Mr. Savattieri and other aggrieved employees.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer. AMI failed to provide wage statements to Mr. Savattieri and other aggrieved employees stating, *inter alia*, the total hours worked (including time spent working off-the-clock), the rates at which wages were paid, the accurate amount of meal period premium wages earned, and the accurate amount of rest period premium wages earned.

Failure to Reimburse Necessary Business Expenses

Labor Code section 2802 requires employers to indemnify their employees for all necessary business expenses that they incur in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Savattieri and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by AMI. These costs include, but are not limited to, the use of personal cell phones and computers for work-related purposes.

Defendant is in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2699, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against AMI for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Labor Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Labor Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Labor Code § 2699.3(a)(2)(A). It is the intention of this law firm to file a civil complaint and to bring the appropriate claims under Labor Code § 2699 should your office not address these matters within this time. Should you require anything further or have questions, please do not hesitate to contact me.

BLACKSTONE LAW



Matthew Dietz, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

AMI Expeditionary Healthcare, LLC
AMI Expeditionary Healthcare (USA), LLC
12030 Sunrise Valley Drive, Suite 240
Reston, VA 20191

S. Emi Minne
eminne@blackstonepc.com

April 29, 2022

Amended PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC; AMI Expeditionary Healthcare (USA), LLC*
Case No.: LWDA-CM-843929-21

Dear PAGA Administrator:

This office represents Matthew Savattieri (“Mr. Savattieri”), who was employed by AMI Expeditionary Healthcare, LLC and AMI Expeditionary Healthcare (USA), LLC (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (“AMI” or “Respondents”) as a Cluster Lead from approximately May 1, 2021 to November 2021, in the State of California. This letter shall serve as Mr. Savattieri’s amended notice and request, pursuant to the Private Attorneys General Act of 2004 (“PAGA”) (California Labor Code § 2699.3), that the Labor and Workforce Development Agency (the “Agency”) investigate his claims. Mr. Savattieri previously provided the Agency notice of his intention to pursue claims against Respondent in a representative capacity on or about September 8, 2021. A further amended notice was sent of September 9, 2021, for the purpose of correctly naming Respondents. Having further investigated his claims, Mr. Savattieri respectfully submits this amended notice to identify additional violations of the California Labor Code committed by Respondent, as well as additional facts and theories in support of his claims.

This amended notice is made on behalf of Mr. Savattieri and all aggrieved employees of AMI (referred to herein as “Aggrieved Employees”). Mr. Savattieri intends to bring a representative action seeking penalties for violations of the California Labor Code, which are recoverable under PAGA, and all other remedies available under PAGA, including an amount sufficient to recover underpaid wages pursuant to Labor Code section 558. Mr. Savattieri seeks these remedies on behalf of the State of California and all Aggrieved Employees. The Aggrieved Employees on whose behalf Mr. Savattieri will file a PAGA cause of action includes all current and former hourly paid and/or non-exempt employees who worked for AMI in the State of California during the relevant statutory period.

As set forth below, AMI has violated and/or continues to violate, among other provisions

of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders including, *inter alia*, IWC Wage Order No. 5.

Failure to Pay Minimum Wages

AMI has engaged in numerous unlawful practices which resulted in the failure to pay Mr. Savattieri and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Order No. 4 require employers to pay at least the legal minimum wage to their employees. AMI violated California Labor Code sections 1194, 1197, and 1197.1 by failing to pay Mr. Savattieri and other Aggrieved Employees lawful minimum wages for all hours worked. During the relevant time period, AMI required Mr. Savattieri and other Aggrieved Employees to perform substantial amounts of work off-the-clock. This off-the-clock work included, amongst other things: (1) requiring Mr. Savattieri and other Aggrieved Employees to perform work before and after their officially scheduled hours without compensation, such as responding to telephone calls, text messages, and emails, attending meetings, maintaining company vehicles, travelling to and from worksites in designated company vehicles, setting up and breaking down worksites, and performing other duties which they were unable to complete during their scheduled hours due to chronic understaffing; and (2) requiring Mr. Savattieri and other Aggrieved Employees to work during purported meal periods. Employer failed to compensate Mr. Savattieri and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. In addition, Employer also failed to accurately record the actual time worked by Mr. Savattieri and Aggrieved Employees, and affirmatively prohibited Mr. Savattieri and Aggrieved Employees from recording any time worked outside of their scheduled shift. Employer further utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages) to Mr. Savattieri and other Aggrieved Employees.

As a result of the foregoing practices, AMI violated Labor Code sections 1194, 1197, and 1197.1, which require employers to pay at least the legal minimum wage to their employees. Mr. Savattieri and other Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph 20(A) of IWC Wage Order No. 4; penalties pursuant to California Labor Code sections 1197.1, and 1199; and attorneys' fees and costs.

Failure to Pay Overtime Wages

California Labor Code sections 510 and 1198 require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

As set forth above, during the relevant time period, AMI required Mr. Savattieri and other Aggrieved Employees to perform substantial amounts of work off-the-clock without compensation. This uncompensated work was often performed when Mr. Savattieri and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty hours in a week, resulting in a further failure to pay overtime compensation. AMI also prohibited employees from recording any time outside of their scheduled shift and utilized rounding practices designed to favor AMI, resulting in a further underpayment of overtime compensation to Mr. Savattieri and Aggrieved Employees. Finally, AMI failed to pay overtime to Mr. Savattieri and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary bonuses, non-discretionary performance pay, and per diem payments.

As a result of the foregoing practices, AMI has failed to pay Mr. Savattieri and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employer violated IWC Wage Order No. 4 and California Labor Code sections 510, 1194, 1197, 1197.1 and 1198.

Mr. Savattieri and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to 20(a) of IWC Wage Order No. 4; penalties pursuant to California Labor Code sections 558; and attorneys' fees and costs.

Failure to Provide Meal Periods and Rest Periods

California law requires employers to provide their employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). Further, an uninterrupted rest period of no less than ten (10) minutes must be provided for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, AMI failed to provide Mr. Savattieri and other Aggrieved Employees with legally-compliant 30-minute meal periods. Mr. Savattieri and other Aggrieved Employees were required by AMI to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Mr. Savattieri and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. AMI regularly required Mr. Savattieri and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. On the occasions that Mr. Savattieri and other Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short.

AMI further failed to authorize and permit required Mr. Savattieri and other Aggrieved Employees to take legally-compliant 10-minute rest periods. AMI required Mr. Savattieri and other Aggrieved Employees to work through rest periods. required Mr. Savattieri and other

Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, required Mr. Savattieri and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, required Mr. Savattieri and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

AMI's policies, practices, and procedures were responsible for the violations alleged above and prevented AMI's policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Savattieri and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) AMI did not have legally-compliant policies regarding the provision and timing of meal and rest periods or systematically disregarded its own purported meal and rest period policies; (2) AMI's management at various levels failed and refused to implement and enforce legally compliant meal and rest period policies and practices; (3) AMI failed to adequately inform and train Mr. Savattieri and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal and rest periods; (4) AMI failed to adequately inform and train Mr. Savattieri and other Aggrieved Employees about their right to premium wages for non-compliant meal periods and rest periods; (5) AMI failed to ensure that there was adequate staffing to allow Mr. Savattieri and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) AMI required Mr. Savattieri and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during purported meal period and rest periods, which included responding to telephone calls, text messages, emails, patient request, and in-person verbal interruptions; and (7) Employer's policy and culture prevented Mr. Savattieri and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive meal and rest periods.

In addition to failing to provide meal periods and rest periods in compliance with the California Labor Code and applicable IWC Wage Order, AMI failed to issue meal period and rest period premiums on each occasion that a meal period or rest period was not provided. On those occasions when AMI did pay meal and/or rest period premiums, it failed to do so at the correct rate. On occasions when meal period and/or rest period premiums were paid, AMI paid them at the base hourly rate of pay rather than at the regular rate of compensation. AMI failed to include all non-discretionary payments (such as non-discretionary bonuses, non-discretionary performance pay, and per diem payments) in the regular rate of compensation when issuing meal and/or rest period premiums.

Accordingly, AMI violated IWC Wage Order 4 and California Labor Code sections 226.7, 512, and 1198. Mr. Savattieri and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph 20(A) of IWC Wage Order No. 4; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, AMI failed to pay Mr. Savattieri and other aggrieved employees all wages due to them, including minimum wages, overtime wages, and meal and rest period premium wages, within any time period specified by California Labor Code section 204. Mr. Savattieri and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

Failure to Keep Accurate Payroll Records

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. During the relevant time period, AMI failed to keep accurate and complete payroll records accurately recording Mr. Savattieri's and other Aggrieved Employees' work periods, meal periods, total daily hours worked, actual wage earned, and total hours worked per payroll period. Accordingly, AMI violated IWC Wage Order No. 4 and California Labor Code sections 1198.5 and 1174(d). Mr. Savattieri and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph 20(A) of IWC Wage Order No. 4; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer. AMI failed to provide wage statements to Mr. Savattieri and other aggrieved employees stating, *inter alia*, the total hours worked (including time spent working off-the-clock), the rates at which wages were paid, the accurate amount of meal period premium wages earned, the accurate amount of rest period premium wages earned, and the legal name of the entity that is the employer. Accordingly, AMI violated California Labor Code section 226(a). Mr. Savattieri and Aggrieved Employees will therefore seek PAGA default

penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

Failure to Reimburse Necessary Business Expenses

Labor Code section 2802 requires employers to indemnify their employees for all necessary business expenses that they incur in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Savattieri and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by AMI. These costs include, but are not limited to, the use of personal cell phones and computers for work-related purposes and costs associated with operating and maintaining AMI's vehicles. Accordingly, Employer violated IWC Order No. 4 and California Labor Code sections 2800 and 2802. Mr. Savattieri and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph 20(A) of IWC Wage Order No. 4; and attorneys' fees and costs

Failure to Timely Pay All Wages Upon Termination of Employment

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Mr. Savattieri and Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practice of requiring Mr. Savattieri and Aggrieved Employees to work off-the-clock without compensation, failure to pay proper overtime compensation, unlawful rounding, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, AMI failed to pay Mr. Savattieri and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. AMI also failed to pay Mr. Savattieri and Aggrieved Employees for meal period premiums, and rest period premiums they were owed, amongst other wages. Accordingly, AMI violated California Labor Code sections 201 and 202. Mr. Savattieri and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

Defendant is in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2699, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against AMI for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Labor Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Labor Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Labor Code § 2699.3(a)(2)(A). It is the intention of this law firm to file a civil complaint and to bring the appropriate claims under Labor Code § 2699 should your office not address these matters within this time. Should you require anything further or have questions, please do not hesitate to contact me.

BLACKSTONE LAW

A handwritten signature in blue ink, appearing to read "S. Emi Minne".

S. Emi Minne, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

AMI Expeditionary Healthcare, LLC
AMI Expeditionary Healthcare (USA), LLC
12030 Sunrise Valley Drive, Suite 240
Reston, VA 20191

JoAnna Brooks (jbrooks@littler.com)
Dominique Thomas (dnthomas@littler.com)
LITTLER MENDELSON P.C.

Treat Towers
1255 Treat Boulevard, Suite 600
Walnut Creek, California 94597

(Attorneys for AMI Expeditionary Healthcare, LLC and AMI Expeditionary Healthcare (USA), LLC)