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FILED
 Superior Court of California
 County of Los Angeles

09/20/2023

David W. Slayton, Executive Officer / Clerk of Court

By: I. Arellanes Deputy

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.

Case No.: 21STCV33372 [Lead Case]
 [Consolidated with Case Nos. 21STCV45611
 and 21STCV46752]

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

~~REVISED PROPOSED~~ ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT

Date: August 31, 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.

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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
16 entity of unknown form; AMI
EXPEDITIONARY HEALTHCARE, a
17 business entity of unknown form; and DOES 1
through 50, Inclusive

18 Defendants.

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Alex DiBona, Esq. (SBN 265744)
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27 SHORNIKAY CALLUM, individually and on behalf of all others
28 similarly situated

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9 Attorneys for Plaintiffs
10 ASHELY CHARLEMAGNE,
11 BRIANNA HUGUELY, MARIA LEWIS,
12 and SHARON LEWIS on behalf of themselves and others similarly situated
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~~REVISED PROPOSED~~ ORDER

On August 31, 2023, the Court issued a tentative ruling ahead of the hearing on Plaintiffs Matthew Savattieri, Shorniakay Callum, Ashley Charlemagne, Brianna Huguely, Sharon Lewis, and Marla Lewis' (collectively, "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement. Blackstone Law, APC, counsel for Plaintiff Matthew Savattieri, Kokozyan Law Firm, APC, counsel for Plaintiff Shorniakay Callum, David Yeremian & Associates, Inc., counsel for Plaintiffs Ashley Charlemagne, Brianna Huguely, Maria Lewis, and Sharon Lewis, and Littler Mendelson P.C., counsel for Defendants AMI Expeditionary Healthcare, LLC and AMI Expeditionary Healthcare (USA), LLC (together, "Defendants") submitted on the tentative ruling.

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement" or "Settlement Agreement"), attached as **Exhibit 1** to the Declaration of Jonathan M. Genish in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

1 4. The Court preliminarily finds that the Settlement, including the allocations for attorneys'
2 fees in an amount not to exceed one-third of the Gross Settlement Amount, reimbursement of litigation
3 costs and expenses in an amount not to exceed \$50,000.00, service payments in the amount of \$10,000.00
4 to Plaintiff Savattieri and \$5,000.00 each to Plaintiffs Callum, Charlemagne, Huguely, M. Lewis, and S.
5 Lewis, LWDA Payment of \$75,000.00, and payments to the Participating Class Members and Aggrieved
6 Employees provided thereby, appear to be within the range of reasonableness of a settlement that could
7 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery
8 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards
9 made available to the Participating Class Members are fair, adequate, and reasonable when balanced
10 against the probable outcome of further litigation relating to certification, liability, and damages issues
11 and are consistent with the requirements of California Labor Code § 2699(1).

12 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
13 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the
14 Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b)
15 common questions of law and fact predominate, and there is a well-defined community of interest
16 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs' claims
17 are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately protect the
18 interests of the members of the Class; (e) a class action is superior to other available methods for the
19 efficient adjudication of the controversy; and (f) Class Counsel are qualified to act as counsel for Plaintiffs
20 in their individual capacities and as the representatives of the Class.

21 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
22 follows:

23 All current and former non-exempt employees of Defendants employed by
24 Defendants in the state of California working on the Los Angeles Unified
25 School District (LAUSD) project at any time during the Class Period,
26 excluding any such employees who separately entered into a release of claims
27 with Defendants prior to final approval of the settlement.

28 7. The Court provisionally appoints Blackstone Law, APC, Kokozyan Law Firm, APC, and
David Yeremian & Associates, Inc. as counsel for the Class (collectively, "Class Counsel").

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1 8. The Court provisionally appoints Plaintiffs Matthew Savattieri, Shorniakay Callum,
2 Ashley Charlemagne, Brianna Huguely, Sharon Lewis, and Marla Lewis as the representatives of the
3 Class (collectively, “Class Representatives”).

4 9. The Court provisionally appoints ILYM Group, Inc. (“ILYM”) to handle the
5 administration of the Settlement (“Administrator”).

6 10. Within fourteen (14) calendar days after entry of this Order, Defendant shall deliver the
7 Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’
8 privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for
9 purposes of the Settlement and for no other purpose, and restricts access to the Class Data to
10 Administrator employees who need access to the Class Data to effect and perform under the Settlement
11 Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that
12 the Class Data omitted class member identifying information and to provide corrected or updated Class
13 Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must
14 send the Class Data to the Administrator, the parties and their counsel will expeditiously use best efforts,
15 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

16 11. The Court approves, both as to form and content, the Court Approved Notice of Class
17 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached hereto as **Exhibit**
18 **A**. The Class Notice shall be provided to Class Members in the manner set forth in the Settlement
19 Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Class
20 Members of all material elements of the Settlement, of Class Members’ right to be excluded from the
21 Settlement by submitting a written request for exclusion, of Class Members’ right to dispute the
22 Workweeks credited to each of them by submitting a written challenge, and of each Participating Class
23 Member’s right and opportunity to object to the class action components of the Settlement by mailing a
24 written statement of objection to the Administrator. The Court further finds that distribution of the Class
25 Notice substantially in the manner and form set forth in the Settlement Agreement and this Order, and
26 that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due
27 process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further
28 orders the Administrator to mail the Class Notice by first-class U.S. mail to all Class Members within

seven (7) calendar days of receipt of the Class Data, pursuant to the terms set forth in the Settlement Agreement.

12. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from and objecting to the Settlement. Participating Class Members will have sixty (60) calendar days from the initial mailing of the Class Notice (“Response Deadline”) to object to the class action components of the Settlement by fax, email, or mail, plus an additional fourteen (14) calendar days for Class Members whose Class Notice was re-mailed. In the alternative, Participating Class Members may also appear, or hire an attorney to appear in Court, and object at the Final Approval Hearing. Class Members who wish to opt out of the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). Any such person who timely and validly chooses to opt out of, and be excluded from, the Settlement will not be entitled to an Individual Class Payment or have any right to object, appeal, or comment on the Settlement. Class Members who have not submitted a valid and timely Request for Exclusion from the Settlement (i.e., Participating Class Members) shall be bound by the Settlement Agreement and any final judgment based thereon.

13. A Final Approval Hearing shall be held before this Court in Department 14 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and determine whether to approve the requests for the attorneys’ fees and costs and service payments.

14. Class Counsel shall file a motion for final approval of the Settlement and for attorneys’ fees and costs and service payments, along with the appropriate declarations and supporting evidence, including the Administrator’s declaration, to be heard at the Final Approval Hearing.

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15. The Court hereby approves the schedule of settlement proceedings as follows:

Deadline for Defendants to provide the Class Data to the Administrator	_____, 2023 (14 calendar days after entry of this Order)
Deadline for Administrator to mail the Class Notice	_____, 2023 (7 calendar days after receipt of the Class Data)
Response Deadline	_____, 2023 (60 calendar days after the mailing of the Class Notice)
Deadline for Class Counsel to File Motion for Final Approval of Class Action and PAGA Settlement and Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments	February 19, 2024 (30 calendar days prior to the Final Approval Hearing)
Final Approval Hearing	March 19, 2024 at 11:00 a.m.

16. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled, or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the parties shall revert back to their respective positions as of before entering into the Settlement Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible or have any bearing on the issue of whether any class should be certified in a non-settlement context.

17. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: 09/20/2023



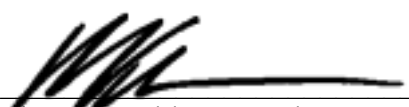

The Honorable Kenneth R. Freeman
Judge of the Superior Court
Kenneth R. Freeman / Judge

EXHIBIT A

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

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

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

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

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

Based on AMI Healthcare’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (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.

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

- 85% to Blackstone Law, APC
 - 10% to Kokozian Law Firm, APC
 - 5% to David Yeremian & Associates, Inc.
- B. Up to \$10,000 to Plaintiff Matthew Savattieri and up to \$5,000 each to Plaintiffs Shorniakay Callum, Ashley Charlemagne, Brianna Huguely, Marla Lewis and Sharon Lewis as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs'

Individual Class Payment and any Individual PAGA Payment.

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

D. Up to \$100,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Workweeks.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

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

Although Plaintiffs and AMI Healthcare have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, 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, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against AMI Healthcare or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

Upon remittance of the Gross Settlement Amount by Defendants to the Settlement Administrator, Participating Class Members will fully and finally release and discharge Defendants from all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative complaints in the *Savattieri*, *Callum*, and *Charlemagne* Actions including, but not limited to, the following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during employment; (viii) failure to maintain required payroll records; (ix) unfair business practices that

could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaints, and (x) all claims under the California Labor Code Private Attorneys General Act of 2004 or for civil penalties that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaints, including but not limited to, Labor Code sections 203, 210, 226(a), 226.3, 226.7, 1197.1, 510, 512, 558, 2802, and 2699 (collectively, the "Released Claims"). This release shall apply to claims arising during the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and AMI Healthcare has paid the Gross Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against AMI Healthcare, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against AMI Healthcare or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

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

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000 by the total number of PAGA Workweeks worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Workweeks worked by each individual Aggrieved Employee.
3. Workweek/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.

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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.