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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

SARAH PADRON, LORI HEUSER &
RYAN WILLIS, on behalf of
themselves and others similarly
situated as Private Attorney General
Representatives,

Plaintiffs,

vs.

AMI EXPEDITIONARY
HEALTHCARE, LLC, a Delaware
Limited Liability Company; AMI
EXPEDITIONARY HEALTHCARE
(USA), LLC, a Wyoming Limited
Liability Company; and DIGNITY
COMMUNITY CARE, a California
nonprofit public benefit corporation,

Defendants.

CASE NO.: 21STCV43932

Assigned to the Honorable Kenneth R. Freeman

[CLASS AND REPRESENTATIVE ACTION]

**FIRST AMENDED SETTLEMENT
AGREEMENT**

Date Action Filed: December 2, 2021
FAC Filed: May 2, 2023

Department: 14

Trial Date: None

Hearing Date: February 14, 2025

Hearing Time: 11:00AM

FIRST AMENDED CLASS ACTION, COLLECTIVE ACTION, AND PAGA SETTLEMENT AGREEMENT

This First Amended Class Action, Collective Action, and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Sarah Padron, Lori Heuser, and Ryan Willis (“Plaintiffs”), and Defendants AMI Expeditionary Healthcare, LLC; AMI Expeditionary Healthcare (USA), LLC (collectively “AMI”); and Dignity Community Care (“Dignity”) (collectively “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendants captioned *Sarah Padron et al. v. AMI Expeditionary Healthcare, LLC, et al.*, Case # 21STCV43932 initiated on December 2, 2021, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means Atticus Administration, LLC, 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 former independent contractors working for Defendants AMI Expeditionary Healthcare, LLC, AMI Expeditionary Healthcare (USA), LLC, and/or Dignity Community Care in the State of California as Registered Nurses, CCRNs, Certified Nursing Assistants, ICU Nurses, Clinical PMOs, Nurse Practitioners, Licensed Practicing Nurses, Respiratory Therapists, Emergency Medical Technicians (EMTs), Paramedics, Ward Administrators, Project Managers, Case Managers, Case Workers, Logisticians, and Team Leads at any time during the PAGA Period. By using the term “Aggrieved Employee,” Defendants do not concede that Plaintiffs or the Class were misclassified as independent contractors.
- 1.5 “Class” means all former independent contractors working for Defendants AMI Expeditionary Healthcare, LLC, AMI Expeditionary Healthcare (USA), LLC, and/or Dignity Community Care in the State of California as Registered Nurses, CCRNs, Certified Nursing Assistants, ICU Nurses, Clinical PMOs, Nurse Practitioners, Licensed Practicing Nurses, Respiratory Therapists, Emergency Medical Technicians (EMTs), Paramedics, Ward Administrators, Project Managers, Case Managers, Case Workers, Logisticians, and Team Leads at any time during the Class Period.

- 1.6 “Class Counsel” means Caleb Marker, David Cialkowski, and Jeff Westerman of Zimmerman Reed LLP and Michael Bononi of the Bononi Law Group, LLP. Zimmerman Reed LLP shall further be designated as “Lead Counsel” and entitled to an award of attorneys’ fees.
- 1.7 “Class Counsel Fees Payment” means the amounts allocated to Zimmerman Reed LLP as Lead Counsel for reimbursement of reasonable attorneys’ fees incurred to prosecute the Action.
- 1.8 “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable expenses incurred to prosecute the Action.
- 1.9 “Class Data” means Class Member identifying information in AMI’s possession including the Class Member’s name, last-known mailing address, Social Security number (to the extent known by Defendants), the number of Class Period Workweeks, PAGA Pay Periods, and Overtime Score.
- 1.10 “Class Member” or “Settlement Class Member” means a person meeting the criteria of the Class definition in Paragraph 1.5, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee, who has not entered into a prior individual settlement agreement with Defendants prior to approval of the Agreement that releases the same claims alleged in the Action).
- 1.11 “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.
- 1.12 “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 in the form, without material variation, attached as **Exhibit A** to this Agreement and incorporated by reference into this Agreement.
- 1.13 “Class Period” means the period from March 15, 2020, to March 1, 2021.
- 1.14 “Class Representative” means each of the named Plaintiffs in the Operative Complaint (defined in Paragraph 2.1) in the Action seeking Court approval to serve as a Class Representative.
- 1.15 “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.16 “Court” means the Superior Court of California, County of Los Angeles.

- 1.17 “Defendants” means named Defendants AMI Expeditionary Healthcare, LLC, AMI Expeditionary Healthcare (USA), LLC and Dignity Community Care.
- 1.18 “Defense Counsel” means Chad Greeson and Daniel XuLi of Littler Mendelson P.C. on behalf of AMI Defendants, and Richard J. Simmons, Jason W. Kearnaghan, and Hilary Habib of Sheppard, Mullin, Richter & Hampton LLP on behalf of Defendant Dignity.
- 1.19 “Effective Date” of the Settlement will be after Court enters Final Approval and the later of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date for filing an appeal and no such appeal being filed; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.
- 1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.22 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.23 “Gross Settlement Amount” means One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) which is the total amount AMI agrees to pay under the Settlement on behalf of itself and all other Defendants except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses, Class Representative Service Payments, and Administration Expenses Payment.
- 1.24 “Individual Class Payment” means the greater of the amount determined by each individual Participating Class Member’s Overtime Score multiplied by the Pro Rata Fraction or Three Hundred Dollars and Zero Cents (\$300.00). In the event that the Net Settlement Amount (defined in section 1.30) is insufficient to pay each Individual Class Payment, the Administrator shall reduce on a pro rata basis each Individual Class Payment for those Participating Class Members eligible to receive more than the \$300 payment and allocate that amount to those Participating Class Members who are eligible to receive the \$300 payment in order to effectuate the Parties’ intent that each Participating Class Member receives a minimum payment of \$300.

- 1.25 “Individual PAGA Payment” means the amount determined by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties in the amount of \$10,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods.
- 1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.29 "Estimated Overtime Maximum" means One Million, Three Hundred and Thirty-Seven Thousand, Five Hundred and Fifteen Dollars (\$1,337,515.00).

The Estimated Overtime Maximum is the sum of all the Class’s Overtime Scores (defined below) to estimate the total overtime owed to the Class based on Defendants’ records. The amounts broken down by Defendants’ job sites are:

Fresno = \$46,870.75
San Carlos = \$107,951.90
San Diego = \$11,287.38
San Mateo 2020 = \$585,139.38
San Mateo 2021 = \$586,265.63
Total = **\$1,337,515.04**

- 1.30 “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, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.31 “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.

- 1.32 “Overtime Score” means the difference between the total wages, including straight time and overtime, earned by the Participating Class Member based on the reported hours worked on a per-Workweek basis, and the total wages calculated solely as straight time for those same hours.

For example, the Overtime Score for Fresno Employee #4 is \$1,100, and is calculated as follows:

Step 1: Determine the days worked Monday through Sunday in a workweek (“Workweek”):

	A	B	C	D	E	F	G	H
1	Fresno	Mask ID	4					
2								
3		1/18/2021	1/19/2021	1/20/2021	1/21/2021	1/22/2021	1/23/2021	1/24/2021
9		1/25/2021	1/26/2021	1/27/2021	1/28/2021	1/29/2021	1/30/2021	1/31/2021
15		2/1/2021	2/2/2021	2/3/2021	2/4/2021	2/5/2021	2/6/2021	2/7/2021
21		2/8/2021	2/9/2021	2/10/2021				

Step 2: Determine the hours worked per day and add them together to get the hours worked per Workweek:

	A	B	C	D	E	F	G	H	I
1	Fresno	Mask ID	4						
2									
3		1/18/2021	1/19/2021	1/20/2021	1/21/2021	1/22/2021	1/23/2021	1/24/2021	Totals
4	Hours Worked	10	10.5	0	0	10.5	10.5	10.5	52
9		1/25/2021	1/26/2021	1/27/2021	1/28/2021	1/29/2021	1/30/2021	1/31/2021	Totals
10	Hours Worked	10.5	10.5	0	0	10.5	10.5	10.5	52.5
15		2/1/2021	2/2/2021	2/3/2021	2/4/2021	2/5/2021	2/6/2021	2/7/2021	Totals
16	Hours Worked	10.5	10.5	0	0	10.5	10.5	10.5	52.5
21		2/8/2021	2/9/2021	2/10/2021					Totals
22	Hours Worked	10.5	10.5	10					31

Step 3: Determine the following per day and per week:

- (a) Straight Time 1.0X (8 hours or less, if any);
- (b) Overtime 1.5X (greater than 8 hours, but less than or equal to 12 hours, if any); and
- (c) Overtime 2X (greater than 12 hours, if any):

	A	B	C	D	E	F	G	H	I	J	K	N	O	P
1	Fresno	Mask ID	4											
2														
3		1/18/2021	1/19/2021	1/20/2021	1/21/2021	1/22/2021	1/23/2021	1/24/2021	Totals					
4	Hours Worked	10	10.5	0	0	10.5	10.5	10.5	52					
5	Straight Time	8	8			8	8	8	40					
6	Overtime 1.5X	2	2.5			2.5	2.5	2.5	12					
7	Overtime 2X								0					
8														
9		1/25/2021	1/26/2021	1/27/2021	1/28/2021	1/29/2021	1/30/2021	1/31/2021	Totals					
10	Hours Worked	10.5	10.5	0	0	10.5	10.5	10.5	52.5					
11	Straight Time	8	8			8	8	8	40					
12	Overtime 1.5X	2.5	2.5			2.5	2.5	2.5	12.5					
13	Overtime 2X								0					
14														
15		2/1/2021	2/2/2021	2/3/2021	2/4/2021	2/5/2021	2/6/2021	2/7/2021	Totals					
16	Hours Worked	10.5	10.5	0	0	10.5	10.5	10.5	52.5					
17	Straight Time	8	8			8	8	8	40					
18	Overtime 1.5X	2.5	2.5			2.5	2.5	2.5	12.5					
19	Overtime 2X								0					
20														
21		2/8/2021	2/9/2021	2/10/2021					Totals					
22	Hours Worked	10.5	10.5	10					31					
23	Straight Time	8	8	8					24					
24	Overtime 1.5X	2.5	2.5	2					7					
25	Overtime 2X								0					

Step 4: Determine the following:

- (a) Actual Hourly Rate (\$50);
- (b) Overtime 1.5X Hourly Rate (\$75);
- (c) Overtime 2X Hourly Rate (\$100); and
- (d) Total Hours worked (188):

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	Fresno	Mask ID	4										
2													
3		1/18/2021	1/19/2021	1/20/2021	1/21/2021	1/22/2021	1/23/2021	1/24/2021	Totals				
4	Hours Worked	10	10.5	0	0	10.5	10.5	10.5	52				
5	Straight Time	8	8			8	8	8	40				
6	Overtime 1.5X	2	2.5			2.5	2.5	2.5	12				
7	Overtime 2X								0				
8													
9		1/25/2021	1/26/2021	1/27/2021	1/28/2021	1/29/2021	1/30/2021	1/31/2021	Totals				
10	Hours Worked	10.5	10.5	0	0	10.5	10.5	10.5	52.5				
11	Straight Time	8	8			8	8	8	40				
12	Overtime 1.5X	2.5	2.5			2.5	2.5	2.5	12.5				
13	Overtime 2X								0				
14													
15		2/1/2021	2/2/2021	2/3/2021	2/4/2021	2/5/2021	2/6/2021	2/7/2021	Totals				
16	Hours Worked	10.5	10.5	0	0	10.5	10.5	10.5	52.5				
17	Straight Time	8	8			8	8	8	40				
18	Overtime 1.5X	2.5	2.5			2.5	2.5	2.5	12.5				
19	Overtime 2X								0				
20													
21		2/8/2021	2/9/2021	2/10/2021					Totals				
22	Hours Worked	10.5	10.5	10					31				
23	Straight Time	8	8	8					24				
24	Overtime 1.5X	2.5	2.5	2					7				
25	Overtime 2X								0				

Hourly Rate	50
1.5X Hourly	75
2X Hourly	100
Total Hours Worked	188
Straight Time Pay	7200
1.5X Pay	3300
2X Pay	0
Total Owed	10500
Money Owed	\$10,500.00
Total Owed	\$ 10,500.00
100% Hours @ Straight Time	\$ 9,400.00
Settlement Total	\$ 1,100.00

Step 5: Determine the Money Owed (\$10,500) as follows:

- (a) calculating the Straight Time Pay (\$50 times 144 hours = \$7200);
- (b) calculating the Overtime 1.5X Pay (\$75 times 44 hours = \$3300);

- (c) calculating the Overtime 2X Pay (\$100 times 0 hours = \$0); and
 (d) adding them together (\$7200 + \$3300 + \$0 = \$10,500):

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	Fresno	Mask ID	4										
2													
3		1/18/2021	1/19/2021	1/20/2021	1/21/2021	1/22/2021	1/23/2021	1/24/2021	Totals				
4	Hours Worked	10	10.5	0	0	10.5	10.5	10.5	52				
5	Straight Time	8	8			8	8	8	40				
6	Overtime 1.5X	2	2.5			2.5	2.5	2.5	12				
7	Overtime 2X								0				
8													
9		1/25/2021	1/26/2021	1/27/2021	1/28/2021	1/29/2021	1/30/2021	1/31/2021	Totals			Hourly Rate	50
10	Hours Worked	10.5	10.5	0	0	10.5	10.5	10.5	52.5			1.5X Hourly	75
11	Straight Time	8	8			8	8	8	40			2X Hourly	100
12	Overtime 1.5X	2.5	2.5			2.5	2.5	2.5	12.5			Total Hours Worked	188
13	Overtime 2X								0				
14												Straight Time Pay	7200
15		2/1/2021	2/2/2021	2/3/2021	2/4/2021	2/5/2021	2/6/2021	2/7/2021	Totals			1.5X Pay	3300
16	Hours Worked	10.5	10.5	0	0	10.5	10.5	10.5	52.5			2X Pay	0
17	Straight Time	8	8			8	8	8	40			Total Owed	10500
18	Overtime 1.5X	2.5	2.5			2.5	2.5	2.5	12.5			Money Owed	\$10,500.00
19	Overtime 2X								0				
20													
21		2/8/2021	2/9/2021	2/10/2021					Totals			Total Owed	\$ 10,500.00
22	Hours Worked	10.5	10.5	10					31			100% Hours @ Straight Time	\$ 9,400.00
23	Straight Time	8	8	8					24			Settlement Total	\$ 1,100.00
24	Overtime 1.5X	2.5	2.5	2					7				
25	Overtime 2X								0				

- Step 6: Determine the Settlement Total (aka Overtime Score) (\$1,100) by
 (a) Taking the total Money Owed for straight and overtime (\$10,500), and
 (b) Subtracting the sum of 100% of the Straight Time Hours Worked (188) paid (\$50) (188 hours x \$50 = \$9,400), which leaves \$1,100 for the Overtime Score:

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	Fresno	Mask ID	4										
2													
3		1/18/2021	1/19/2021	1/20/2021	1/21/2021	1/22/2021	1/23/2021	1/24/2021	Totals				
4	Hours Worked	10	10.5	0	0	10.5	10.5	10.5	52				
5	Straight Time	8	8			8	8	8	40				
6	Overtime 1.5X	2	2.5			2.5	2.5	2.5	12				
7	Overtime 2X								0				
8													
9		1/25/2021	1/26/2021	1/27/2021	1/28/2021	1/29/2021	1/30/2021	1/31/2021	Totals			Hourly Rate	50
10	Hours Worked	10.5	10.5	0	0	10.5	10.5	10.5	52.5			1.5X Hourly	75
11	Straight Time	8	8			8	8	8	40			2X Hourly	100
12	Overtime 1.5X	2.5	2.5			2.5	2.5	2.5	12.5			Total Hours Worked	188
13	Overtime 2X								0				
14												Straight Time Pay	7200
15		2/1/2021	2/2/2021	2/3/2021	2/4/2021	2/5/2021	2/6/2021	2/7/2021	Totals			1.5X Pay	3300
16	Hours Worked	10.5	10.5	0	0	10.5	10.5	10.5	52.5			2X Pay	0
17	Straight Time	8	8			8	8	8	40			Total Owed	10500
18	Overtime 1.5X	2.5	2.5			2.5	2.5	2.5	12.5			Money Owed	\$10,500.00
19	Overtime 2X								0				
20													
21		2/8/2021	2/9/2021	2/10/2021					Totals			Total Owed	\$ 10,500.00
22	Hours Worked	10.5	10.5	10					31			100% Hours @ Straight Time	\$ 9,400.00
23	Straight Time	8	8	8					24			Settlement Total	\$ 1,100.00
24	Overtime 1.5X	2.5	2.5	2					7				
25	Overtime 2X								0				

- 1.33 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, 2699, *et seq.*).
- 1.34 “PAGA Notice” means Plaintiff Padron’s letter to AMI and the LWDA dated September 8, 2021, and Plaintiffs Heuser’s and Willis’ letters to AMI and Dignity Health and the LWDA dated June 15, 2021, providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35 “PAGA Pay Period” means any semi-monthly period for which AMI provided compensation to an Aggrieved Employee during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.36 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$40,000), allocated 25% to the Aggrieved Employees (\$10,000), and the 75% to LWDA (\$30,000) in settlement of PAGA claims.
- 1.37 “PAGA Period” means the period from June 15, 2020, to March 1, 2021.
- 1.38 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.39 “Plaintiffs” and “Individual Named Plaintiffs” means Sarah Padron, Lori Heuser and Ryan Willis, the named plaintiffs in the Action.
- 1.40 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.41 “Pro Rata Fraction” means the amount determined by dividing the Net Settlement Amount by the Estimated Overtime Maximum.
- 1.42 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.43 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.44 “Released Parties” means and refers to: AMI Expeditionary Healthcare, LLC, AMI Expeditionary Healthcare (USA), LLC, AMI Health, and AMI Expeditionary Healthcare, AMI Federal Services, Inc., Dignity Community Care, Dignity Health, Dignity Health Medical Foundation, CommonSpirit Health and each of their agents, managing agents, employees, servants, officers, directors, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, members, mortgagees or ground lessors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors,

successors, insurers, consultants, joint venturers, joint employers, potential and/or alleged joint employers, common law employers, potential and alleged common law employers, temporary staffing agencies, dual employers, potential and/or alleged dual employers, co-employers, potential and/or alleged co-employers, contractors, affiliates, service providers, alter-egos, potential and/or alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all persons and/or entities acting under, by, through or in concert with any of them.

- 1.45 “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. The Class Member will still be bound by the PAGA release.
- 1.46 “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 may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or 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.
- 1.47 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.48 “Workweek” means any calendar week (i.e., a week beginning with Sunday and ending with Saturday), in which a Class Member worked for Defendants at least one day, during the Class Period.

2. RECITALS.

- 2.1 On December 2, 2021, Plaintiff Sarah Padron commenced this Action by filing a Complaint alleging causes of action against AMI for alleged misclassification of Sarah Padron as an independent contractor claiming she was denied proper payment of wages for all hours worked (including overtime), meal and rest breaks, proper wage statements, expense reimbursement, payment of all wages owed upon separation from employment, and PAGA penalties (“Complaint”). On May 2, 2023, Plaintiffs filed a First Amended Complaint amending the Complaint to include Plaintiffs Heuser and Willis as Plaintiffs, adding Dignity as a Defendant, and adding causes of action for alleged unlawful failure to pay wages, unlawful receipt of wages, and violation of the Fair Labor Standards Act (the “Operative Complaint.”) Defendants deny the allegations in the Operative Complaint, deny any failure to

comply with the laws identified in in the Operative Complaint and deny 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 AMI, Dignity and the LWDA by sending PAGA Notices.
- 2.3 On September 28, 2022, the Parties participated in an all-day mediation presided over by Gig Kyriacou which led to this Agreement to settle the Action.
- 2.4 Prior to the mediation and negotiating the Settlement, Plaintiffs obtained, through informal discovery, Defendants' policies relevant to the issues in dispute, Plaintiffs' personnel and payroll records, and class data for the entire class period (time records and pay records). Defendants also provided information about the project work at various locations and the job roles filled by the workers. 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 of the Operative Complaint.
- 2.6 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. AMI, on behalf of itself and all Defendants, promises to pay One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions (defined in Paragraph 3.2.5) of the Individual Class Payments. AMI and the other Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 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 of not more than \$10,000.00 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member) (not to exceed \$30,000.00 total). Defendants will not oppose Plaintiffs' request

for a Class Representative Service Payment that does not exceed this amount. 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. A reduction by the Court of the Class Representative Service Payments shall not be grounds to nullify this Agreement. 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 one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be Five Hundred Thousand Dollars (\$500,000.00), and Class Counsel Litigation Expenses Payment of not more than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), subject to further proof to the Court based upon evidence of costs submitted to the Court. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs 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 or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. A reduction by the Court of either the Class Counsel Fees Payment(s) and/or Class Counsel Litigation Expenses Payment(s) shall not be grounds to nullify this Agreement. 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 Administration Expenses Payment not to exceed \$10,415.00 except for a showing of good cause and as approved by the Court. To the extent the Administrator Expenses are less or the Court approves payment less than \$10,415.00, the Administrator will retain the remainder in the Net Settlement Amount.

- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated as provided in Paragraph 1.24 or Three Hundred Dollars and Zero Cents (\$300.00), whichever is greater.
- 3.2.5 Tax Allocation of Individual Class Payments. Participating Class Members' Individual Class Payments will be designated as 20% wages ("Wage Portion"), 40% interest ("Non-Wage Portion"), and 40% penalties ("Non-Wage Portion"). The Administrator will be responsible for issuing to Participating Class Members a form W-2 for amounts deemed as the "Wage Portion" and an IRS Form 1099 for the amounts deemed as the Non-Wage Portions. The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. AMI will be responsible for the employer's share of taxes owed for payment of W-2 wages. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- 3.2.6 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. Non-Participating Class Members shall still receive Individual PAGA Payments as defined below.
- 3.2.7 To the LWDA and Aggrieved Employees: The Parties agree to allocate Forty Thousand Dollars and Zero Cents (\$40,000.00) of the Gross Settlement Amount as PAGA Penalties. 75% of the PAGA Penalties (i.e., \$30,000.00) shall be paid directly to the LWDA. The remaining 25% of the PAGA Penalties (i.e., \$10,000.00) shall be allocated to Aggrieved Employees payment made as an Individual PAGA Payment as calculated under Paragraph 1.25.
- 3.2.7.1. The Administrator will calculate each Individual PAGA Payment as defined in Paragraph 1.25. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.7.2. 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on a review of its records to date, AMI estimates there are 200 Class Members who collectively worked a total of 1,333 Workweeks, and 143 Aggrieved Employees who worked a total 441 PAGA Pay Periods.
- 4.2 Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, AMI will deliver the Class Data to the Administrator and Class Counsel, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator and Class Counsel 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 and Class Counsel employees who need access to the Class Data to effect and perform under this Agreement. AMI has a continuing duty to immediately notify the Administrator and Class Counsel if it discovers 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 AMI must send the Class Data to the Administrator and the Class Counsel, 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. AMI shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay AMI's share of payroll taxes on the wage portion of the putative class member's Individual Class Payment 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 14 calendar days after AMI funds 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 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment 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. On the back of the check, immediately under the endorsement line, the following text shall prominently and clearly appear: "By endorsing this check,

I hereby release my personal claim in *Sarah Padron et al. v. AMI Expeditionary Healthcare, LLC, et al.*, Case No. 21STCV43932, pending in Superior Court of the State of California, County of Los Angeles, under the Fair Labor Standards Act, 29 U.S.C. § 216(b), and affirm that through this and other payments I have been correctly paid for all time worked.” The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class 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 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 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 Individual Class Payments shall remain valid and negotiable for One Hundred And Eighty (180) days from the date of their issuance. If there are uncashed checks following this period, the uncashed funds shall escheat to the State of California Unclaimed Property Fund under the unclaimed property laws in the name of the Class Member whose check went uncashed thereby leaving no “unpaid residue” subject to the requirements of Code of Civil Procedure section 384, subdivision (b).
- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate AMI 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 AMI fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 **Individual Named Plaintiffs’ Release.** Individual Named Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties (which is defined above in section 1 and specifically includes all named Defendants as well as Dignity Community Care, Dignity Health, Dignity Health Medical Foundation, and CommonSpirit Health) from any and all known and unknown claims, transactions, or occurrences under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to their alleged employment with Defendants and their compensation while so employed (“Plaintiffs’ Release”). This includes but is not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs’ PAGA Notices, or ascertained during the Actions and released as “Released Class Claims” under 5.3, below. Plaintiffs’ Release also includes releasing and discharging Released Parties all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys’ fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), as amended by OWBPA, and the California Fair Employment and Housing Act (FEHA); the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq.* (ERISA); and the law of contract and tort. The Plaintiffs’ Release excludes the release of claims not permitted by law. 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. The specific terms of Plaintiffs’ Release will be detailed in stand-alone, confidential, individual settlement and release agreements, which shall not be filed publicly, but can be made available to the court for in camera review if necessary.

5.1.1 **Individual Named Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542.** For purposes of the Individual Named Plaintiffs’ Release, Individual Named 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.

This Waiver of Rights Under California Civil Code Section 1542 only applies to Individual Named Plaintiffs.

- 5.2 **Release by Participating Class Members Who Are Not Aggrieved Employees:** All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including, e.g., (a) failure to pay overtime; (b) failure to pay earned wages; (c) unlawful collection or receipt of wages; (d) failure to provide meal breaks; (e) failure to provide rest breaks; (f) failure to provide accurate wage statements; (g) failure to pay waiting time penalties; (h) failure to provide or reimburse business expenses; (i) violation of California Business and Professions Code; (j) civil penalties pursuant to Private Attorneys' General Act ("PAGA") 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 pleading in the Operative Complaint, including but not limited to, Labor Code sections 202, 203, 204, 221, 226, 226.7, 510, 1194, 1198, 1119, 2800, 2803, IWC Wage Order Nos. 1-2001 section 3, and Business and Professions Code section 17200 et seq.; and (k) violation of the Fair Labor Standards Act, 29 U.S.C. sections 201 et seq.. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

Participating Class Members who timely cash or otherwise negotiate their settlement payment check will be deemed to have opted into the Action, as amended, for purposes of the FLSA and, as to those Participating Class Members, the Released Class Claims include any and all claims the Participating Class Members may have under the FLSA during the Class Period arising from the facts alleged in the Action, as amended, or that could have been alleged based on the facts alleged. Only those Participating Class Members who timely cash or otherwise negotiate their settlement payment check will be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims. To secure releases of the FLSA claims, FLSA release language will be added to the checks that class members will need to sign to receive their benefits. Upon entry of Judgment, Participating Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Class Claims which are extinguished

and precluded pursuant to the holding in Rangel v. PLS Check Cashers of California, Inc., 899 F.3d 1106 (2018).

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 Complaint, the PAGA Notice, and ascertained in the course of the Action, including, e.g., (a) failure to pay overtime; (b) failure to pay earned wages; (c) unlawful collection or receipt of wages; (d) failure to provide meal breaks; (e) failure to provide rest breaks; (f) failure to provide accurate wage statements; (g) failure to pay waiting time penalties; (h) failure to provide or reimburse business expenses; (i) violation of California Business and Professions Code; (j) civil penalties pursuant to Private Attorneys General Act (“PAGA”) 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 pleading in the Operative Complaint, including but not limited to, Labor Code sections 202, 203, 204, 221, 226, 226.7, 510, 1194, 1198, 1119, 2800, 2803, IWC Wage Order Nos. 1-2001 section 3, and Business and Professions Code section 17200 et seq.; and (k) violation of the Fair Labor Standards Act, 29 U.S.C sections 201 et seq. Aggrieved Employees will be bound by the release of the Released PAGA Claims regardless of their decision to participate in or opt out of the release of the Released Class Claims.

5.4 Release by Defendants. Defendants and their respective representatives, agents, attorneys, successors, and assigns generally, release and discharge Plaintiffs, the Participating Class Members, and their attorneys, beneficiaries, successors and assigns, from any claims related to the filing or maintenance of the Action (“Defendants’ Release”). This Defendants’ Release excludes the release of claims not permitted by law. This Defendants’ Release does not extend to any claims or actions to enforce this Agreement. Defendants acknowledge that Defendants may discover facts or law different from, or in addition to, the facts or law that Defendants now know or believe to be true but agree, nonetheless, that Defendants’ Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Defendants’ discovery of them.

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 AMI's Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and their Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and *Cy Pres* Recipient. In their Declarations, Defense Counsel and Defendants 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 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 proposed *Cy Pres* Recipient; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from each Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and the Administrator and the proposed *Cy Pres* Recipient; (v) 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 Complaint (Labor Code section 2699, subd. (l)1), this Agreement (Labor Code section 2699, subd. (l)(2)), and notice of final settlement and approval; (vi) a red lined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) 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.
- 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 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.

- 6.4 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 the Administrator defined herein to serve as the Administrator and verified that, as a condition of appointment, the Administrator 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. The Administrator's bid is fair because the Administrator is experienced in administering settlements of this nature and the Administration Expenses Payment is reasonable based on the experience of the Parties' counsel. A listing of the Administrator's qualifications and experience, including the Administrator's procedures in place to protect the security of Class Data and adequate insurance in the event of a data breach or defalcation of Settlement funds, is attached to this Agreement as **Exhibit B-1** (Curriculum Vitae), **Exhibit B-2, B Exhibit B-3** (Declaration of Christopher Longley).
- 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, Aggrieved Employees, Workweeks, PAGA Pay Periods and Overtime Scores in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 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 with Spanish translation substantially in the form attached to this Agreement as **Exhibit A**. The second and third 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 and PAGA Pay Periods (if applicable) 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 5 business 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/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 calendar days beyond the 60 calendar 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 calendar 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 calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar 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 Paragraphs 6.3 and 5.3 of this Agreement, regardless of 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 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

- 7.6 Challenges to Calculation of Workweeks and PAGA Pay Periods. 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 Period Workweeks and PAGA Pay Periods (if any) 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 and PAGA Pay Periods (if any) 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 and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination 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 calendar days after the Administrator's mailing of the Class Notice (plus an additional 14 calendar day 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, suitably protected with logins and passwords or similar two-factor authentication, to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the 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. The Administrator will maintain and monitor a settlement website to post such information set forth in this subsection (the "Website"). Notice to Class Members of any change of the date or location for the Final Approval Hearing will be provided on the Website.

- 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 10 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Defense Counsel and Class Counsel containing (a) the names of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names of Class Members who have submitted invalid Requests for Exclusion; and (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 and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include 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 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 and PAGA Pay Periods. 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 calendar 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 Administrator. Within 10 calendar 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 calendar 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. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw 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, AMI agrees it shall remain responsible for paying all Administration Expenses Payment incurred to that point. AMI 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.

9. 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 calendar 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.

- 9.1 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.
- 9.2 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 Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 9.3 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.

9.4 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.

9.5 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.

10. 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.

11. ADDITIONAL PROVISIONS.

11.1 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 the Released Parties that any of the allegations in the Operative Complaint have merit or that the Released Parties 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 Action, 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 Action 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).

- 11.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, AMI Dignity, 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, AMI, Dignity, 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, any with 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.
- 11.3 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.
- 11.4 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.
- 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs, AMI, and Dignity, 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.
- 11.6 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 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.

- 11.7 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.
- 11.8 No Tax Advice. Plaintiffs, Class Counsel, AMI, Dignity and Defense Counsel are not 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.
- 11.9 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.
- 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11 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.
- 11.12 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.
- 11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.14 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 AMI 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, Plaintiffs shall

destroy, all paper and electronic versions of Class Data received from AMI unless, prior to the Court's discharge of the Administrator's obligation, AMI makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

- 11.15 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.
- 11.16 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.
- 11.17 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:

ZIMMERMAN REED LLP
Caleb Marker (SBN 269721)
caleb.marker@zimmreed.com
Jeff Westerman (SBN 94559)
Jeff.Westerman@zimmreed.com
David Cialkowski
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Telephone (877) 500-8780
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THE BONONI LAW GROUP
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mbononi@bononilawgroup.com
301 N. Lake Avenue, Ste. 820
Pasadena, CA 91101
Telephone (213) 553-9200
Facsimile (213) 553-9200

To AMI :

LITTLER MENDELSON, P.C.

Chad Greeson (SBN 251928)
cgreeson@littler.com
Daniel XuLi (SBN 316583)
dxuli@littler.com
Treat Towers
1255 Treat Boulevard
Suite 600
Walnut Creek, California 94597
Telephone 925-927-4507
Facsimile 925-940-9535

To Dignity Community Care:

SHEPPARD MULLIN LLP
Richard J. Simmons (SBN 72666)
rsimmons@sheppardmullin.com
Jason W. Kearnaghan (SBN 207707)
jkearnaghan@sheppardmullin.com
Hilary Habib (SBN 293431)
hhabib@sheppardmullin.com
333 South Hope Street
43rd Floor
Los Angeles, CA 90071-1422
Telephone (213) 620-1780
Facsimile (213) 443-2705

- 11.18 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.
- 11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation 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.
- 11.20 Prior Settlements. Any Class Members who entered into an individual written settlement agreement with Defendants prior to final approval of the Settlement to release the same claims alleged in the Action, including but not limited to any prior settlement of an agency proceeding or civil matter, or any settlement or severance agreement containing a general release of claims, shall be excluded as Class

Members and shall have no right to participate in the Settlement as set forth in this Agreement.

- 11.21 Neutral Employment Reference. In the event that any potential or future employers of Plaintiffs' request a reference regarding Plaintiffs' work for Defendants, the Defendants shall only provide Plaintiffs' dates of work for Defendants and their respective job roles during their work for Defendants. Defendants shall not refer to the Action or this Settlement.

The foregoing sets forth all the material terms of the Settlement and supersedes all prior settlement discussions. In agreement of the foregoing, the Parties and the representatives of the Parties execute this Agreement below.

PLAINTIFFS

DATED: 02/04/2025



Plaintiff SARAH PADRON

DATED: 02/03/2025



Plaintiff LORI HEUSER

DATED: 02/03/2025



Plaintiff RYAN WILLIS

DEFENDANTS

DATED:

AMI Expeditionary Healthcare, LLC

Name: _____

Title: _____

DATED:

AMI Expeditionary Healthcare (USA), LLC

Name: _____

Title: _____

DATED:

Dignity Community Care

Name: _____

Title: _____

APPROVAL BY COUNSEL AS TO FORM ONLY:

DATED: 02/05/2025

Also for Heuser-Willis

D. Cialkowski

ZIMMERMAN REED LLP

David Cialkowski

Attorneys for Plaintiff SARAH PADRON

DATED:

BONONI LAW GROUP, LLP

Michael J. Bononi

Attorneys for Plaintiffs LORI HEUSER and RYAN
WILLIS

DATED:

LITTLER MENDELSON

Chad Greeson

Daniel XuLi

Attorneys for Defendants

AMI EXPEDITIONARY HEALTHCARE, LLC

AMI EXPEDITIONARY HEALTHCARE (USA),
LLC

DATED:

SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP

Richard J. Simmons

Jason W. Kearnaghan

Hilary A. Habib

Attorneys for Defendant DIGNITY COMMUNITY
CARE

Members and shall have no right to participate in the Settlement as set forth in this Agreement.

- 11.21 Neutral Employment Reference. In the event that any potential or future employers of Plaintiffs' request a reference regarding Plaintiffs' work for Defendants, the Defendants shall only provide Plaintiffs' dates of work for Defendants and their respective job roles during their work for Defendants. Defendants shall not refer to the Action or this Settlement.

The foregoing sets forth all the material terms of the Settlement and supersedes all prior settlement discussions. In agreement of the foregoing, the Parties and the representatives of the Parties execute this Agreement below.

PLAINTIFFS

DATED:

Plaintiff SARAH PADRON

DATED:

Plaintiff LORI HEUSER

DATED:

Plaintiff RYAN WILLIS

DEFENDANTS

DATED: February 7, 2025

Scott Giberson

AMI Expeditionary Healthcare, LLC

Name: Scott Giberson

Title: CEO, AMI Expeditionary Healthcare

DATED: February 7, 2025

Scott Giberson
AMI Expeditionary Healthcare (USA), LLC

Name: Scott Giberson

Title: CEO, AMI USA

DATED:

Dignity Community Care

Name: _____

Title: _____

APPROVAL BY COUNSEL AS TO FORM ONLY:

DATED:

ZIMMERMAN REED LLP
David Cialkowski
Attorneys for Plaintiff SARAH PADRON

DATED:

BONONI LAW GROUP, LLP
Michael J. Bononi
Attorneys for Plaintiffs LORI HEUSER and RYAN
WILLIS

DATED: February 7, 2025

Chad D. Greeson
LITTLER MENDELSON
Chad Greeson
Daniel XuLi
Attorneys for Defendants
AMI EXPEDITIONARY HEALTHCARE, LLC
AMI EXPEDITIONARY HEALTHCARE (USA),
LLC

DATED:

AMI Expeditionary Healthcare (USA), LLC

Name: _____

Title: _____

DATED: 02/04/2025



Dignity Community Care

Name: Kristy Kelly

Title: System SVP People Operations & Strategic Effectiveness

APPROVAL BY COUNSEL AS TO FORM ONLY:

DATED:

ZIMMERMAN REED LLP
David Cialkowski
Attorneys for Plaintiff SARAH PADRON

DATED:

BONONI LAW GROUP, LLP
Michael J. Bononi
Attorneys for Plaintiffs LORI HEUSER and RYAN
WILLIS

DATED:

LITTLER MENDELSON
Chad Greeson
Daniel XuLi
Attorneys for Defendants
AMI EXPEDITIONARY HEALTHCARE, LLC
AMI EXPEDITIONARY HEALTHCARE (USA),
LLC

DATED: February 7, 2025



SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP

Richard J. Simmons

Jason W. Kearnaghan

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Attorneys for Defendant DIGNITY COMMUNITY
CARE