

FILED
Superior Court of California
County of Los Angeles

08/19/2025

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

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 Timothy P. Dillon

[CLASS AND REPRESENTATIVE ACTION]

**~~[Proposed]~~ ORDER AND JUDGMENT ON
PLAINTIFFS' NOTICE OF MOTIONS AND
MOTIONS FOR FINAL APPROVAL OF
SETTLEMENT AND FOR ATTORNEY'S
FEES, REIMBURSEMENT OF EXPENSES,
AND PAYMENT OF SERVICE AWARDS;**

Date Action Filed: December 2, 2021

FAC Filed: May 2, 2023

Department: 15

Trial Date: None

Hearing Date: August 19, 2025

Hearing Time: 10:00 AM

1 This matter came before the Court as Plaintiff's Motion for Final Approval of a Class Action,
2 Collective Action and PAGA Settlement Agreement ("Final Approval Motion") and Motion for
3 Attorneys' Fees, Reimbursement of Expenses, and Payment of Service Awards ("Fees Motion") on
4 August 19, 2025, in Department 15 of the Superior Court of California for the County of Los Angeles,
5 the Honorable Timothy P. Dillon presiding.

6 Appearing for Plaintiffs Sarah Padron, Lori Heuser, and Ryan Willis ("Plaintiffs") was
7 Zimmerman Reed LLP.

8 Appearing for Defendants AMI Expeditionary Healthcare, LLC and AMI Expeditionary
9 Healthcare (USA) ("AMI") was Littler Mendelson P.C., and appearing on behalf of Defendant Dignity
10 Community Care ("Dignity") was Sheppard, Mullin, Richter & Hampton LLP (AMI and Dignity are
11 referred to hereinafter collectively as "Defendants").

12 Plaintiff and Defendants are referred to hereinafter collectively as "the Parties."

13 Unless otherwise defined herein, all capitalized words and terms contained in this Order and
14 Judgment Granting Final Approval of Class Action Settlement ("Final Order and Judgment") shall have
15 the same meanings set forth in the First Amended Class Action, Collective Action and PAGA Settlement
16 Agreement filed on February 13, 2025 (the "Settlement Agreement").

17 On February 14, 2025, an Order Granting Plaintiffs' Motion for Preliminary Approval of Class,
18 Collective, and PAGA Action Settlement ("Preliminary Approval Order") was entered by this Court,
19 preliminarily approving the proposed settlement of this action pursuant to the terms of the Settlement
20 Agreement and directing that notice be given to the members of the Class.

21 Pursuant to the notice plan, the Class was notified of the terms of the proposed settlement and
22 of a Final Approval Hearing (at 10:00 A.M. on August 19, 2025) to determine (1) whether the terms and
23 conditions of the Settlement Agreement are fair, reasonable, and adequate; (2) whether the Court should
24 grant Class Counsel's application for attorneys' fees and reimbursement of expenses; and (3) whether
25 the Court should approve the provisions of the Settlement Agreement with respect to the Service
26 Awards.

27 A Final Approval Hearing was held on August 19, 2025.
28

1 The Court, (i) having heard and considered the oral presentations made at the Final Approval
2 Hearing (including any materials and documents presented to the Court therein), (ii) having reviewed
3 and considered the Settlement Agreement, the Motion for Final Approval, the Motion of Attorneys'
4 Fees, Reimbursement of Expenses and Service Award, and supporting papers and declarations,
5 including the pleadings filed in support of the Motion for Preliminary Approval of Class Action
6 Settlement and declarations and supplements thereto, and (iii) having determined that the settlement is
7 fair, adequate, and reasonable, and good cause appearing thereon, makes the following findings and
8 determinations, which are consistent with the Court's written ruling dated February 14, 2025.

9 It is hereby ORDERED, ADJUDGED, and DECREED that:

10 1. The Court GRANTS the Final Approval Motion and Fees Motion.

11 2. The Court, for purposes of this Final Order and Judgment, adopts all defined terms as set
12 forth in the Settlement Agreement.

13 3. No objections to the Settlement Agreement or to the application by Class Counsel for
14 attorneys' fees and reimbursement of expenses have been received. No requests for exclusion have been
15 received.

16 4. The Court, pursuant to California Code of Civil Procedure section 382 and Rule 3.769(e)
17 and (d) of the California Rules of Court, finally orders that the Class for settlement purposes only
18 constitutes:

19 All former independent contractors working for Defendants AMI Expeditionary
20 Healthcare, LLC, AMI Expeditionary Healthcare (USA), LLC, and/or Dignity
21 Community Care in the State of California as Registered Nurses, CCRNs, Certified
22 Nursing Assistants, ICU Nurses, Clinical PMOs, Nurse Practitioners, Licensed Practicing
23 Nurses, Respiratory Therapists, Emergency Medical Technicians (EMTs), Paramedics,
24 Ward Administrators, Project Managers, Case Managers, Case Workers, Logisticians, and
25 Team Leads at any time during the Class Period.

26 (Settlement Agreement ¶ 1.5).

27 5. Plaintiffs Sarah Padron, Lori Heuser, and Ryan Willis fairly and adequately represented
28 the Class Members and are the Class Representative so appointed by this Court's February 14, 2025,
Order.

6. Caleb Marker, David Cialkowski, and Jeff Westerman of Zimmerman Reed LLP fairly
and adequately represented the Class Members and are Class Counsel so appointed by this Court's

February 14, 2025, Order, and Zimmerman Reed LLP is Lead Class Counsel, the entity entitled to reasonable attorneys' fees so appointed by this Court's February 14, 2025, Order.

7. With respect to the Class, the Court finds that: (a) the members of the Class for settlement purposes are so numerous that their joinder is impracticable; (b) there are questions of law and fact common to the Class which predominate over any individual questions; (c) the claims of the Class Representative are typical of the claims of the Class; and (d) for purposes of settlement, a class action is superior to other available methods for the fair and efficient adjudication of the controversy considering: (i) the interest of the Class in individually controlling the prosecution of the separate actions, (ii) the extent and nature of any litigation concerning the controversy already commenced by the Class, (iii) the desirability or understandability of concentrating the litigation of these claims in the particular forum, and (iv) the difficulties likely to be encountered in the management of the action.

8. Class Notice to the Class was provided in accordance with the Preliminary Approval Order. This notice satisfied the requirements of due process, California Code of Civil Procedure section 382 and Rule 3.766 of the California Rules of Court and (a) provided the best notice practicable, and (b) was reasonably calculated under the circumstances to apprise Class Members of the pendency of the Action, the terms of the Settlement, their right to appear at the Fairness Hearing, their right to object to the Settlement, and their right to exclude themselves from the Settlement.

9. The Settlement Agreement was arrived at following serious, informed, adversarial, and arm's length negotiations conducted in good faith by counsel for the parties facilitated by an experienced mediator and is supported by the majority of the members of the Class.

10. The Settlement, as set forth in the Settlement Agreement, is in all respects fair, reasonable, adequate and in the best interests of the Settlement Class, and it is approved. The Parties shall effectuate the Settlement Agreement according to its terms. The Settlement Agreement shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an Order of this Court. The Parties are authorized to implement the terms of the Settlement Agreement.

11. For the reasons set forth in the Motion for Attorneys' Fees, Reimbursement of Expenses, and Service Award, the Court hereby awards Zimmerman Reed LLP, as Class Counsel and Lead Counsel, attorney's fees (the Class Counsel Fees Payment) in the amount of \$500,000.00, and

reimbursement of expenses (the Class Counsel Litigation Expenses Payment) in the amount of \$25,000.000. The foregoing sums shall be paid in accordance with the Settlement Agreement.

12. For the reasons set forth in Motion for Attorneys' Fees, Reimbursement of Expenses, and Service Award, the Court hereby awards the Class Representative Sarah Padron ~~\$10,000.00~~ ^{\$7,500.00} as a service award (the Class Representative Service Payment), Class Representative Lori Heuser ~~\$10,000.00~~ ^{\$7,500.00} as a service award (the Class Representative Service Payment), and Class Representative Ryan Willis ~~\$10,000.00~~ ^{\$7,500.00} as a service award (the Class Representative Service Payment). The foregoing sums shall be paid in accordance with the Settlement Agreement.

13. The Court approves the Administration Expense Payment associated with the Settlement Agreement in the amount of \$ 10,415.00 , plus \$2,585.00 from the Class Counsel's Litigation Expenses Payment.

14. The \$1,500,000.00 Gross Settlement Amount was reduced by the amount contemplated by the Settlement Agreement for the Class Representative Service Payments (\$30,000.00), Class Counsel's Fee Payment (\$500,000.00), Class Counsel's Litigation Expenses Payment (not to exceed \$25,000.00), PAGA Penalties Payment to the LWDA (\$30,000.00), and the Administrator Expenses Payment (\$10,415.00), to establish an estimated Net Settlement Amount of \$904,585.00, of which \$10,000.00 was allocated to Individual PAGA Payments and \$894,585.00 was allocated to Individual Class Payments.

15. In accordance with the Settlement Agreement, 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).

16. Plaintiffs and the Class, on the one hand, and Defendants, on the other, shall take nothing further from the other side except as expressly set forth in the Settlement Agreement and this Final Order and Judgment.

17. As set forth in the Settlement Agreement, 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

1 Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all
2 Released Parties as follows:

3 a. **Individual Named Plaintiffs’ Release.** Individual Named Plaintiffs and their
4 respective former and present spouses, representatives, agents, attorneys, heirs,
5 administrators, successors, and assigns generally, release and discharge Released
6 Parties (which is defined above in section 1 of the Settlement Agreement and
7 specifically includes all named Defendants as well as Dignity Community Care,
8 Dignity Health, Dignity Health Medical Foundation, and CommonSpirit Health)
9 from any and all known and unknown claims, transactions, or occurrences under
10 federal, state and/or local law, statute, ordinance, regulation, common law, or
11 other source of law, including but not limited to claims arising from or related to
12 their alleged employment with Defendants and their compensation while so
13 employed (“Plaintiffs’ Release”). This includes but is not limited to: (a) all claims
14 that were, or reasonably could have been, alleged, based on the facts contained,
15 in the Operative Complaint and (b) all PAGA claims that were, or reasonably
16 could have been, alleged based on facts contained in the Operative Complaint,
17 Plaintiffs’ PAGA Notices, or ascertained during the Actions and released as
18 “Released Class Claims” under 5.3, of the Settlement Agreement. Plaintiffs’
19 Release also includes releasing and discharging Released Parties all claims for
20 lost wages and benefits, emotional distress, retaliation, punitive damages, and
21 attorneys’ fees and costs arising under federal, state, or local laws for
22 discrimination, harassment, retaliation, and wrongful termination, such as, by
23 way of example only, (as amended) 42 U.S.C. § 1981, Title VII of the Civil
24 Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age
25 Discrimination in Employment Act (ADEA), as amended by OWBPA, and the
26 California Fair Employment and Housing Act (FEHA); the Employee Retirement
27 Income Security Act, 29 U.S.C. §§ 1001, et seq. (ERISA); and the law of contract
28 and tort. The Plaintiffs’ Release excludes the release of claims not permitted by

1 law. Plaintiffs' Release does not extend to any claims or actions to enforce this
2 Agreement, or to any claims for vested benefits, unemployment benefits,
3 disability benefits, social security benefits, workers' compensation benefits that
4 arose at any time, or based on occurrences outside the Class Period. Plaintiffs
5 acknowledge that Plaintiffs may discover facts or law different from, or in
6 addition to, the facts or law that Plaintiffs now know or believe to be true but
7 agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all
8 respects, notwithstanding such different or additional facts or Plaintiffs'
9 discovery of them. The specific terms of Plaintiffs' Release will be detailed in
10 stand-alone, confidential, individual settlement and release agreements, which
11 shall not be filed publicly, but can be made available to the court for in camera
12 review if necessary.

- 13 b. For purposes of the Individual Named Plaintiffs' Release, Individual Named
14 Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if
15 any, of section 1542 of the California Civil Code, which reads:

16 **A general release does not extend to claims that**
17 **the creditor or releasing party does not know or**
18 **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.

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

- 21 c. **Release by Participating Class Members Who Are Not Aggrieved Employees:** All
22 Participating Class Members, on behalf of themselves and their respective former and
23 present representatives, agents, attorneys, heirs, administrators, successors and assigns,
24 release Released Parties from all claims that were alleged, or reasonably could have been
25 alleged, based on the Class Period facts stated in the Operative Complaint and
26 ascertained in the course of the Action, including, e.g., (a) failure to pay overtime; (b)
27 failure to pay earned wages; (c) unlawful collection or receipt of wages; (d) failure to
28

1 provide meal breaks; (e) failure to provide rest breaks; (f) failure to provide accurate
2 wage statements; (g) failure to pay waiting time penalties; (h) failure to provide or
3 reimburse business expenses; (i) violation of California Business and Professions Code;
4 (j) civil penalties pursuant to Private Attorneys' General Act ("PAGA") that could have
5 been premised on the claims, causes of action or legal theories described above or any
6 of the claims, causes of action or legal theories of relief pleading in the Operative
7 Complaint, including but not limited to, Labor Code sections 202, 203, 204, 221, 226,
8 226.7, 510, 1194, 1198, 1119, 2800, 2803, IWC Wage Order Nos. 1-2001 section 3, and
9 Business and Professions Code section 17200 et seq.; and (k) violation of the Fair Labor
10 Standards Act, 29 U.S.C. sections 201 et seq.. Except as set forth in Section 5.3 of this
11 Agreement, Participating Class Members do not release any other claims, including
12 claims for vested benefits, wrongful termination, violation of the Fair Employment and
13 Housing Act, unemployment insurance, disability, social security, workers'
14 compensation or claims based on facts occurring outside the Class Period. Participating
15 Class Members who timely cash or otherwise negotiate their settlement payment check
16 will be deemed to have opted into the Action, as amended, for purposes of the FLSA
17 and, as to those Participating Class Members, the Released Class Claims include any and
18 all claims the Participating Class Members may have under the FLSA during the Class
19 Period arising from the facts alleged in the Action, as amended, or that could have been
20 alleged based on the facts alleged. Only those Participating Class Members who timely
21 cash or otherwise negotiate their settlement payment check will be deemed to have opted
22 into the Action for purposes of the FLSA and thereby release and waive any of their
23 claims under the FLSA arising under or relating to the alleged claims. To secure releases
24 of the FLSA claims, FLSA release language will be added to the checks that class
25 members will need to sign to receive their benefits. Upon entry of Judgment,
26 Participating Class Members are precluded from filing a wage and hour action under the
27 Fair Labor Standards Act against the Released Parties for claims and/or causes of action
28 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).

- d. **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.
- e. **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.

18. This Final Order and Judgment, the Settlement Agreement, the Settlement which it reflects, and any and all acts, statements, documents or proceedings relating to the Settlement are not, and shall not be construed as, or used as an admission by or against Defendants or any other Released Party of any fault, wrongdoing, or liability on their part, or the validity of any Released Claim or the existence or amount of damages.

19. This Final Order and Judgment does not constitute an expression by the Court of any opinion, position, or determination as to the merit or lack of merit of any of the claims or defenses of Plaintiffs or Defendants. This Final Order and Judgment is not an admission or indication by Defendants of the validity of any claims in this action or of any liability or wrongdoing or of any violation of law.

20. The Settlement Administrator shall post the Final Order and Judgment on the settlement website www.AMIsettlement.com, forthwith.

21. The Court sets a compliance hearing for February ²⁷~~19~~, 2026 in Department 15 of this Court. At least ²~~five~~ court days before the hearing, Class Counsel and the Settlement Administrator shall submit a summary accounting of the Gross Settlement Amount identifying distributions made as ordered herein, the status of any unresolved issues, and any other matters appropriate to bring to the Court’s attention. This compliance hearing shall be a non-appearance.

22. Pursuant to California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the California Rules of Court, the Court reserves exclusive and continuing jurisdiction over this Action, the Plaintiffs, the Class Members, and Defendants for purposes of administering, consummating, enforcing, and interpreting the Settlement Agreement, the Final Order and Judgment, and for any other necessary purpose, and to issue related orders necessary to effectuate the final approval of the Settlement Agreement.

IT IS SO ORDERED.

JUDGMENT SHALL BE ENTERED ACCORDINGLY

Date: 08/19/2025



A handwritten signature in black ink, appearing to read "T. Dillon", is written over a horizontal line.

Honorable Timothy P. Dillon

Timothy Patrick Dillon / Judge