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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF ALAMEDA**
14

15 FEMI JORDAN, individually, and on behalf
16 of other members of the general public
similarly situated,

17 Plaintiff,

18 v.
19

20 ONE MEDICAL GROUP, INC., a California
corporation; 1LIFE HEALTHCARE, INC., a
21 Delaware corporation; and DOES 1 through
100, inclusive,

22 Defendants.
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Case No. 23CV041507

**STIPULATION AND SETTLEMENT OF
CLASS AND REPRESENTATIVE PAGA
ACTION**

Complaint Filed: August 25, 2023

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1 Subject to final approval by the Court, which the Parties and their counsel agree to pursue
2 and recommend in good faith, Plaintiff Femi Jordan (“Plaintiff”), individually and on behalf of all
3 others similarly situated employees, on the one hand, and Defendants One Medical Group, Inc.
4 (“One Medical”) and 1Life Healthcare, Inc. (“1Life”) (together with One Medical, “Defendants”),
5 on the other hand, hereby agree to the following binding settlement of the class and representative
6 actions designated *Femi Jordan v. One Medical Group, Inc. and 1Life Healthcare, Inc.*, San
7 Francisco Superior Court Case No. CGC-21-589782 (including the claims asserted in the December
8 10, 2020 letter to the California Labor and Workforce Development Agency on behalf of Plaintiff),
9 and Alameda County Superior Court Case No. 23CV041507 (together referred herein as the
10 “Litigation”), pursuant to the terms and conditions set forth below (the “Settlement,” “Settlement
11 Agreement,” or “Agreement”). Plaintiff, One Medical and 1Life are referred herein together as the
12 “Parties” and individually, a “Party.”

13 **I. Definitions.**

14 The following definitions are applicable to this Settlement Agreement. Definitions
15 contained elsewhere in this Settlement Agreement will also be effective.

16 **A. “Alameda Action” or “Action”**

17 The case entitled *Femi Jordan v. One Medical Group, Inc. and 1Life Healthcare,*
18 *Inc.*, Alameda County Superior Court Case No. 23CV041507.

19 **B. “Alternate End Date”**

20 The Alternate End Date refers to the date on which the Class Period or PAGA Period
21 ends if Defendants opt to end such periods sooner than the date of preliminary approval by the Court,
22 as such right is described below in Section III.2.

23 **C. “Attorneys’ Fees and Costs”**

24 The attorneys’ fees and costs approved by the Court for Class Counsel’s litigation
25 and resolution of the Litigation. Class Counsel will request attorneys’ fees not to exceed 35% of
26 the Gross Settlement Amount of \$1,985,000.000 (currently \$694,750.00). Class Counsel will also
27 seek reimbursement of their reasonable and actual costs, in an amount not to exceed \$30,000.00.
28 The Attorneys’ Fees and Costs awarded are subject to the Court’s approval.

1 **D. “Class Counsel”**

2 Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Vartan S. Madoyan of Lawyers
3 *for Justice*, PC and Jill Parker and S. Emi Minne of Parker & Minne, LLP shall be appointed Class
4 Counsel upon approval by the Court.

5 **E. “Class List”**

6 A complete list of all Class Members (as that term is defined below) and PAGA
7 Settlement Members that Defendants will compile from their records and provide to the Settlement
8 Administrator within thirty (30) calendar days after Preliminary Approval of this Settlement. The
9 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each
10 Class Member’s full name, last known mailing address, last known telephone number, Social
11 Security number, dates of employment (i.e., hire date and termination date), number of Workweeks
12 worked during the Class Period, number of pay periods worked during the PAGA Period, and any
13 other relevant information reasonably needed to calculate settlement payments as agreed on by the
14 Settlement Administrator and the Parties.

15 **F. “Class Member(s)” or “Settlement Class”**

16 Class Members or the Settlement Class consist of all current and former nonexempt
17 or hourly-paid employees who were employed by One Medical or 1Life in California at any point
18 during the Class Period.

19 **G. “Class Period”**

20 The Class Period is defined to mean the period from February 28, 2019 through the
21 date of preliminary approval by the Court or, if applicable, the Alternate End Date.

22 **H. “Class Representative Incentive Award”**

23 The amount to be paid to Plaintiff in recognition of her effort and work in prosecuting
24 the Action on behalf of Class Members. Subject to the Court granting Final Approval of this
25 Settlement Agreement, Plaintiff will request Court approval of a Class Representative Incentive
26 Award in the amount of \$10,000.00 to Plaintiff Femi Jordan.

27 **I. “Gross Settlement Amount”**

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1 The total sum of \$1,985,000.00 to be paid by Defendants in full satisfaction of
2 Defendant's obligations under this Agreement. All payments associated with the Settlement shall
3 be paid from the Gross Settlement Amount, including all Individual Settlement Payments to Class
4 Members, Individual PAGA Payments, the Class Representative Incentive Award, Settlement
5 Administration Costs, PAGA Settlement Amount, Employer-owed taxes on the wage portion of the
6 Settlement (which amount shall be calculated and determined by the Settlement Administrator), and
7 Attorneys' Fees and Costs.

8 **J. "Defendants"**

9 Defendants One Medical Group, Inc. and 1Life Healthcare, Inc.

10 **K. "Effective Date"**

11 The date on which the Settlement is finally approved, and the Superior Court's Final
12 Judgment becomes final. For the purposes of this Agreement, the Final Judgment "becomes final"
13 upon the latter of the following dates: (1) if there are no objections or challenges to the Settlement,
14 the date on which the Court enters the Final Approval Order and Judgment, or (2) if there are
15 objections or challenges to the Settlement, the latter of: (a) if no appeal is filed, the expiration date
16 of the time for the filing or noticing of any appeal from, or other challenge to, the Order Granting
17 Final Approval, (b) the date that affirmance of an appeal of the Order Granting Final Approval
18 becomes final under the California Rules of Court, or (c) the date of final dismissal of any appeal
19 from the Order Granting Final Approval or the final dismissal of any proceeding on review of any
20 court of appeal decision relating to the Order Granting Final Approval. In this regard, it is the
21 intention of the Parties that the Settlement shall not become final until the Court's order approving
22 the Settlement is completely final, the Court has entered an appropriate judgment, and there is no
23 further recourse by an appellant objector, if any, who seeks to contest the Settlement.

24 **L. "Final Approval" or "Final Award"**

25 The Court entering an Order Granting Final Approval of the Settlement Agreement.

26 **M. "Individual PAGA Payment"**

1 The 25% portion of the PAGA Settlement Amount that the Parties have agreed to
2 pay PAGA Settlement Members, which shall be distributed based on the PAGA Settlement
3 Members' pro-rata share of pay periods worked during the PAGA Period.

4 **N. “Individual Settlement Payment”**

5 Each Participating Class Member's pro-rata share of the Net Settlement Amount,
6 which shall be distributed to Participating Class Members based on the number of Workweeks
7 worked during the Class Period, the wages portion of which (as described in Section IV) shall be
8 less employee portions of state and federal withholding taxes, including the employee FICA, FUTA
9 and SDI contributions and any other applicable payroll deductions required by law as a result of the
10 payment of the amount allocated to such Class Member and designated as wages, as set forth herein.

11 **O. “LWDA Payment”**

12 The 75% portion of the PAGA Settlement Amount that the Parties have agreed to
13 pay to the LWDA in connection with the PAGA claim.

14 **P. “Net Settlement Amount”**

15 The portion of the Gross Settlement Amount remaining after deduction of the
16 approved Class Representative Incentive Award, Settlement Administration Costs, PAGA
17 Settlement Amount, Employer-owed taxes on the wage portion of the Settlement, and Attorneys'
18 Fees and Costs.

19 **Q. “Notice of Objection”**

20 A Class Member's valid and timely written objection to the Settlement Agreement.
21 For the Notice of Objection to be valid, it must include the objector's full name, signature, address,
22 telephone number and a written statement of all grounds for the objection accompanied by legal
23 support, if any, for such objection.

24 **R. “Notice Packet”**

25 The notice that will be mailed to last known addresses of Class Members and PAGA
26 Settlement Members and which will provide Class Members and PAGA Settlement Members with
27 information regarding the Action, estimated Individual Settlement Payment and Individual PAGA
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1 Payment calculations, their total Workweeks during the Class Period, and other information
2 regarding the Settlement of the Action, substantially in the form attached hereto as **Exhibit 1**.

3 **S. “PAGA Period”**

4 The period from December 10, 2019 to the date of preliminary approval by the Court
5 or, if applicable, the Alternate End Date.

6 **T. “PAGA Released Claims”**

7 All claims for civil penalties under PAGA asserted in the Litigation and/or arising
8 from or related to the facts, theories, primary rights, and/or claims alleged in the Litigation or the
9 December 10, 2020 PAGA letter sent by Plaintiff to the LWDA which arise during the PAGA
10 Period. The PAGA Released Claims include all claims for civil penalties under PAGA arising from
11 or related to alleged (1) failure to pay overtime wages; (2) failure to provide meal periods and/or
12 pay meal period premiums; (3) failure to provide rest periods and/or pay rest period premiums; (4)
13 failure to pay minimum wages for all hours worked; (5) failure to timely pay wages upon
14 termination; (6) failure to timely pay wages during employment; (7) failure to provide accurate,
15 itemized wage statements; (8) failure to keep requisite payroll records; and (9) failure to reimburse
16 business expenses under Labor Code Sections 2800 and 2802. This release excludes the release of
17 claims not permitted by law.

18 **U. “PAGA Settlement Amount”**

19 The amount allocated towards to settled claims airing under the Labor Code Private
20 Attorneys General Act of 2004, Cal. Labor Code §§ 2698, et seq. Subject to the Court granting
21 Final Approval of this Settlement Agreement, Plaintiff will request Court approval of a PAGA
22 Settlement Amount in the amount of \$200,000.00. Per Labor Code § 2699(i), seventy-five percent
23 (75%) of such penalties, or \$150,000.00, will be payable to the LWDA, and the remaining twenty-
24 five percent (25%), or \$50,000.00, of the PAGA Settlement Amount will be payable to the PAGA
25 Settlement Members.

26 **V. “PAGA Settlement Members”**

27 All current and former non-exempt or hourly-paid employees who were employed
28 by One Medical or 1Life in California at any point during the PAGA Period.

1 **W. “Participating Class Members”**

2 All Class Members who do not submit valid and timely Requests for Exclusion.

3 **X. “Plaintiff”**

4 Femi Jordan.

5 **Y. “Preliminary Approval”**

6 The Court’s order granting preliminary approval of the Settlement Agreement.

7 **Z. “Qualified Settlement Fund”**

8 The fund established by the Settlement Administrator pursuant to Internal Revenue
9 Code Section 1.468B-1, which will be funded by Defendants within 30 calendar days of the
10 Effective Date.

11 **AA. “Released Class Claims”**

12 All claims and liability theories under state, federal, or local law (including but not
13 limited to, those under the California Labor Code, Wage Orders, regulations, and/or other provisions
14 of law) asserted in the Litigation and/or arising from or related to the facts pleaded, primary rights
15 alleged, and/or claims alleged in the Litigation, or in the PAGA letter sent to the LWDA on
16 Plaintiff’s behalf, or that reasonably could have been asserted based on the facts pleaded, primary
17 rights alleged, and/or claims alleged in the now-operative complaints in the Litigation, including
18 for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal
19 periods and/or pay meal period premiums under Labor Code §§ 226.7, 512; (3) failure to provide
20 rest periods and/or pay rest period premiums under Labor Code §§ 226.7; (4) failure to pay minimum
21 wages for all hours worked under Labor Code §§ 1194, et seq.; (5) failure to timely pay wages upon
22 termination under Labor Code §§ 201, 202, and 203; (6) failure to timely pay wages during
23 employment under Labor Code §§ 204, 210; (7) failure to provide accurate, itemized wage
24 statements under Labor Code § 226; (8) failure to keep requisite payroll records under Labor Code
25 § 1174(d); (9) failure to reimburse business expenses under Labor Code §§ 2800 and 2802; (10)
26 violation of California’s Unfair Competition Law under Business and Professions Code § 17200
27 predicated on violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),
28 1174(d), 1194, 1197, 1197.1, 2800, and 2802. This release excludes the release of claims not

1 permitted by law. The Participating Class Members may not sue or otherwise make a claim against
2 any of the Released Parties for the Released Claims.

3 **BB. "Released Parties"**

4 Defendants and each of their parent, subsidiary, related, affiliated, predecessor, and
5 successor companies/entities and each of their respective past, present, and future agents,
6 employees, clients, officers, directors, managing agents, members, owners (whether direct or
7 indirect), principals, fiduciaries, partners, trustees, representatives, shareholders, stockholders,
8 attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or
9 partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint
10 employers, potential and alleged joint employers, common law employers, potential and alleged
11 common law employers, dual employers, co-employers, potential and alleged co-employers,
12 contractors, affiliates, service providers, alter-egos, potential and alleged alter egos, vendors,
13 affiliated organizations, any person and/or entity with potential or alleged to have joint liability.

14 **CC. "Request for Exclusion"**

15 A notice submitted by a Class Member requesting to be excluded from the
16 Settlement, pursuant to the procedures set forth in Section V.18, below. PAGA Settlement
17 Members, regardless of whether they submit a Request for Exclusion, will release the PAGA
18 Released Claims for the PAGA Period.

19 **DD. "Response Deadline"**

20 The deadline by which Class Members must mail, fax, or email to the Settlement
21 Administrator valid Requests for Exclusion, Notices of Objection to the Settlement, or Workweek
22 disputes, which shall be sixty (60) calendar days from the initial mailing of the Notice Packet by the
23 Settlement Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case
24 the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.
25 Any Class Member who is re-mailed a Notice Packet by the Settlement Administrator will have
26 between the later of (a) an additional fifteen (15) calendar days from the date the of re-mailing
27 (unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will
28 be extended to the next day on which the U.S. Postal Service is open) or (b) the Response Deadline

1 to postmark, fax, or email a Request for Exclusion, Notice of Objection to the Settlement, or
2 Workweek dispute. The Response Deadline may also be extended by express agreement between
3 Class Counsel and Defendants. Under no circumstances, however, will the Settlement
4 Administrator have the authority to unilaterally extend the deadline for Class Members to submit a
5 Request for Exclusion, Notice of Objection to the Settlement, or Workweek disputes.

6 **EE. “San Francisco Action”**

7 The case entitled *Femi Jordan v. One Medical Group, Inc. and iLife Healthcare,*
8 *Inc.*, San Francisco Superior Court Case No. CGC-21-589782 (including the claims asserted in the
9 December 10, 2020 letter to the California Labor and Workforce Development Agency on behalf of
10 Plaintiff and the related appeal in the First Appellate District, Case No. A166611).

11 **FF. “Settlement Administrator”**

12 Phoenix Settlement Administrators shall be the third-party class action settlement
13 administrator as agreed to by the Parties and approved by the Court for the purposes of administering
14 this Settlement. The Parties each represent that they do not have any financial interest in the
15 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
16 could create a conflict of interest.

17 **GG. “Settlement Administration Costs”**

18 The costs payable from the Gross Settlement Amount to the Settlement
19 Administrator for administering this Settlement, including, but not limited to, printing, translating,
20 distributing, and tracking documents for this Settlement, calculating estimated amounts per Class
21 Member, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and
22 declarations, and other duties and responsibilities set forth herein to process this Settlement
23 Agreement, and as requested by the Parties, which are anticipated not to exceed \$15,000.00 based
24 on an estimated class size of approximately 1,300 individuals.

25 **HH. “Settlement Payment Check”**

26 The check issued to a Participating Class Member and/or and PAGA Settlement
27 Member for payment of their Individual Settlement Payment and Individual PAGA Payment, if any.

28 **II. “Workweek”**

1 Any calendar week (i.e., a week beginning on Monday and ending on Sunday) in
2 which a Class Member worked at least 1 day for Defendants.

3 **II. Recitals.**

4 1. The Parties conducted significant investigation and informal and formal discovery
5 of the facts and law in connection with the Litigation. Defendants provided Plaintiff with documents
6 pertaining to their policies, practices, and procedures regarding, among other things, payment of
7 wages, reimbursement of business expenses, meal and rest period policies, and overtime pay
8 policies. Plaintiff also reviewed Class Members' employee time records and pay records. The
9 Parties agree that the above-described investigation and evaluation, as well as the information
10 exchanged during the settlement negotiations, were sufficient to assess the merits of the respective
11 Parties' positions and to negotiate a compromise of the claims alleged by Plaintiff on a fair and
12 equitable basis.

13 2. This Settlement is the culmination of longstanding efforts by the Parties to fully
14 evaluate the case and resolve the dispute. Since mid-2021, in connection with the San Francisco
15 Action, the Parties have engaged in ongoing, arm's length settlement negotiations. The Parties
16 engaged in a private mediation with Steve Serratore, Esq. in August 2021. While the mediation was
17 unsuccessful, the initial settlement negotiations facilitated by Mr. Serratore enabled the Parties to
18 assess the strengths and weaknesses of their respective litigation positions in good faith, and to
19 ultimately reach an agreement to resolve the Litigation after extensive further arm's length
20 negotiations.

21 3. Plaintiff and Class Counsel recognize the expense and length of continued
22 proceedings necessary to continue the Litigation through trial and through any possible appeals.
23 Plaintiff and Class Counsel also have taken into account the uncertainty and risk of further litigation,
24 the potential outcome, and the difficulties and delays inherent in such litigation. Based on the
25 foregoing, Plaintiff and Class Counsel believe the Settlement set forth in this Settlement Agreement
26 is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.
27 Defendants recognize that the defense of the Litigation will be protracted and expensive. Substantial
28 amounts of time, energy, and resources of Defendants have been devoted and, unless this Settlement

1 is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendants,
2 therefore, have agreed to settle in the manner and upon the terms set forth in this Agreement to put
3 to rest the Released Class Claims and PAGA Released Claims.

4 4. Defendants deny all of Plaintiff's allegations, deny any liability, and deny that they
5 have any legal or equitable responsibility for any damages, wages or penalties. Defendants contend
6 that for any purpose other than this Settlement, the Litigation is not appropriate for class or
7 representative treatment. Defendants assert a number of defenses to the claims alleged by Plaintiff,
8 and have denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the
9 Litigation. Defendants' defenses include, but are not limited to: that Plaintiff signed an arbitration
10 agreement that bars her class action claims and requires individual arbitration of her individual
11 PAGA claims; that even if Plaintiff could pursue any claims in court, Plaintiff cannot pursue a class
12 or representative action due to the unmanageable nature and individualized circumstances which
13 underly Plaintiff's claims; that Plaintiff cannot meet the numerosity, commonality, typicality and/or
14 adequacy requirements to maintain a class action; and that Plaintiff and other employees who
15 Plaintiff seeks to represent are not entitled to any relief under applicable law. Neither this Settlement
16 Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out
17 this Settlement Agreement, is or may be construed as, or may be used as an admission, concession,
18 or indication by or against Defendants or any of the Released Parties of any fault, wrongdoing, or
19 liability whatsoever. Nor should the Settlement Agreement be construed as an admission that
20 Plaintiff can serve as adequate Class Representative. There has been no determination by any court
21 as to the merits of the claims asserted by Plaintiff against Defendants or as to whether a class or
22 classes should be certified.

23 5. Plaintiff asserts that Defendants' defenses are without merit. Neither this Settlement
24 Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out
25 this Settlement Agreement is, may be construed as, or may be used as an admission, concession or
26 indication by or against Plaintiff, Class Members, or Class Counsel as to the merits of any claims or
27 defenses asserted, or lack thereof, in the Litigation. However, in the event that this Settlement is
28 finally approved by the Court, none of Plaintiff, Class Members, or Class Counsel will oppose

Defendants' efforts to use this Settlement Agreement to prove that Plaintiff, Class Members, and
PAGA Settlement Members have resolved and are forever barred from re-litigating the Released
Class Claims and PAGA Released Claims.

III. Calculation and Allocation of the Gross Settlement Amount

1. Gross Settlement Amount. Defendants shall fully fund the Settlement by
depositing the Gross Settlement Amount into the Qualified Settlement Fund established by the
Settlement Administrator within thirty (30) calendar days of the Effective Date. All payments
associated with the Settlement shall be paid from the Gross Settlement Amount including
Individual Settlement Payments, Individual PAGA Payments, Class Counsel's Attorneys' Fees
and Costs, the PAGA Settlement Amount, Settlement Administration Costs, and all applicable
payroll taxes. The Gross Settlement is non-reversionary, meaning that no portion of the Gross
Settlement Amount shall revert to Defendants. Except as provided in Section III.2 below, the
Gross Settlement Amount is the maximum amount Defendants are required to pay under the
Settlement.

2. Escalator Clause. Defendants represent that, as of approximately December 28,
2023, there were approximately 1,300 persons in the Settlement Class and approximately 100,000
corresponding workweeks in the Class Period. If the actual number of workweeks increase by
more than 7% above 100,000 workweeks by the date of preliminary approval by the Court (i.e.,
the actual number of workweeks exceeds 107,000 workweeks), then (1) the Gross Settlement
Amount will be increased proportionally, i.e., by the same percentage as the increase in
workweeks, or (2) Defendants shall have the option to end the Settlement Release Period on the
last day on which the workweeks do not exceed 107,000 rather than increase the Gross Settlement
Amount ("Alternate End Date"). Prior to mailing the Notice Packet, the Settlement Administrator
shall provide Class Counsel and Defendants' counsel with its calculations of the total number of
Workweeks worked by the Settlement Class based on the information contained in the Class List
so that Defendants may advise the Settlement Administrator and Class Counsel as to any elections
exercised under this provision.

1 3. Distribution of the Gross Settlement Amount. Within fourteen (14) calendar days
2 of the funding of the Gross Settlement Amount, the Settlement Administrator will issue payments
3 for: (a) Individual Settlement Payments; (b) the PAGA Settlement Amount; (c) the Class
4 Representative Incentive Award; (d) Class Counsel's Attorneys' Fees and Costs; and (e)
5 Settlement Administration Costs.

6 4. Class Counsel's Attorneys' Fees and Costs. Defendants have agreed not to oppose
7 any application or motion by Class Counsel for attorneys' fees of not more than thirty-five percent
8 (35%) of the Gross Settlement Amount (i.e., \$694,750.00), plus the reimbursement of costs and
9 expenses associated with the litigation and settlement of the Action, in an amount not to exceed
10 Thirty Thousand Dollars and Zero Cents (\$30,000.00), both of which will be paid from the Gross
11 Settlement Amount. Should the Court not approve the requested Attorneys' Fees and Costs
12 award(s), this Settlement Agreement shall remain valid and binding and any difference between
13 the requested Attorneys' Fees and Costs award(s) and the actual award(s) shall be allocated to the
14 Net Settlement Amount. Except as provided in Section XV.58, all Attorneys' Fees and Costs shall
15 be paid from the Gross Settlement Amount. No counsel shall be entitled to any amount of
16 attorneys' fees or costs for work performed in the Litigation other than as provided in this
17 Settlement Agreement. This Settlement Agreement is the exclusive means for recovery of
18 attorneys' fees and costs incurred in the Litigation by any Party, attorney, law firm, and/or other
19 legal services provider. The Settlement Administrator will issue an IRS Form 1099 to Class
20 Counsel for the Attorneys' Fees and Costs detailed in this Section. Class Counsel shall be solely
21 and legally responsible for paying all applicable taxes on the payment made pursuant to this
22 Section.

23 5. Class Representative Incentive Award. Defendants agree not to oppose or object to
24 any application or motion by Plaintiff for a Class Representative Incentive Award in the amount of
25 Ten Dollars and Zero Cents (\$10,000.00). The Class Representative Incentive Award is intended
26 to recognize the Plaintiff's time, effort and risk in bringing and prosecuting the Action. Should the
27 Court not approve the requested Class Representative Incentive Award, this Settlement Agreement
28 shall remain valid and binding and any difference between the requested Class Representative

1 Incentive Award and the actual award shall be allocated to the Net Settlement Amount. The
2 Settlement Administrator will issue an IRS Form 1099 to Plaintiff in connection with her Class
3 Representative Incentive Award. Plaintiff shall be solely and legally responsible for paying any
4 and all applicable taxes on this payment and shall indemnify, defend, and hold harmless the
5 Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the
6 Class Representative Incentive Award. The Class Representative Incentive Award will be paid
7 from the Gross Settlement Amount, and will be in addition to Plaintiff's Individual Settlement
8 Payment. Defendants make no representations as to the tax treatment or legal effect of the
9 payment called for herein, and Plaintiff and Class Members are not relying on any statement or
10 representation by Defendants or their counsel in this regard.

11 6. Settlement Administration Costs. The Settlement Administrator will be paid for the
12 reasonable costs of administration of the Settlement and distribution of payments from the Gross
13 Settlement Amount. Settlement Administration Costs are currently estimated not to exceed
14 \$15,000.00 based on an estimated class size of 1,300 individuals. To the extent actual Settlement
15 Administration Costs are greater than \$15,000.00, such excess amount will be deducted from the
16 Gross Settlement Amount, subject to the Court's approval. Any portion of the requested
17 Settlement Administration Costs that are not awarded to the Settlement Administrator or which are
18 not ultimately required to complete administration of the Settlement shall be reallocated to the Net
19 Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

20 7. PAGA Settlement Amount. Two Hundred Thousand Dollars and Zero Cents
21 (\$200,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for
22 civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent
23 (75%) of the PAGA Penalties, or One Hundred Fifty Thousand Dollars (\$150,000.00), to the
24 California Labor and Workforce Development Agency ("LWDA"). Fifty Thousand Dollars
25 (\$50,000.00) will be distributed to PAGA Members on a *pro rata* basis, as set forth in Section
26 IV.9, below. PAGA Members shall receive their portion of the PAGA Settlement Amount even if
27 they request to be excluded from the class settlement.

8. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members' Individual Settlement Payments in accordance with the calculations set forth in Section IV.9, below.

IV. Individual Settlement Payment and Individual PAGA Payment Calculations.

9. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Participating Class Member worked in the Class Period. Individual PAGA Payments will be calculated and apportioned from the PAGA Settlement Amount (less the LWDA Payment) based on the pay periods worked by the PAGA Settlement Members during the PAGA Period. Specific calculations of individual payments will be made as follows:

Participating Class Members Who Are Not Also PAGA Settlement Members

1(a) The Settlement Administrator will calculate the total number of Workweeks worked by each Participating Class Member during the Class Period ("Individual Workweeks") based on information provided by Defendants in the Class List.

1(b) To determine each Participating Class Member's Individual Settlement Payment, the Settlement Administrator will use the following formula:
Individual Settlement Payment = (Individual Workweeks ÷ Total Class Workweeks) × Net Settlement Amount.

Class Members Who Are Also PAGA Settlement Members

1(c) Where a Class Member is also a PAGA Settlement Member, the Settlement Administrator will also calculate the total number of pay periods worked by each PAGA Settlement Member during the PAGA Period based on information provided by Defendants in the Class List. Thus, a PAGA Settlement Member will receive an Individual PAGA Payment and an Individual Settlement Payment.

1(d) To determine each PAGA Settlement Member's Individual PAGA Payment, the Settlement Administrator will use the following formula:

Individual PAGA Payment = (Individual Pay Periods ÷ Total PAGA Settlement Members Pay Periods) × 25% of the PAGA Settlement Amount.

10. The Individual Settlement Payment will be reduced by any required deductions for each Participating Class Member as set forth herein, including employee portions of state and federal withholding taxes. Twenty percent (20%) of each Participating Class Member's Individual Settlement Payment shall constitute payment in the form of wages (and each Participating Class Member will be issued an IRS Form W-2 for such payment) and eighty percent (80%) of each Participating Class Member's Individual Settlement Payment shall constitute penalties and interest (and each Participating Class Member will be issued an IRS Form 1099 for such payment). Defendants shall provide all information reasonably necessary for the Settlement Administrator to process any payroll taxes, including their official names, 8-digit state unemployment tax ID number, and any other information reasonably requested by the Settlement Administrator no later than seven (7) calendar after the Effective Date, provided the requests are made by the Settlement Administrator at least thirty (30) days prior to such date.

11. The Individual PAGA Payment will not be reduced by any deductions. One hundred percent (100%) of each PAGA Settlement Member's individual payment amount shall constitute penalties (and each PAGA Settlement Member will be issued an IRS Form 1099 for such payment).

12. The Individual Settlement Payments made to Participating Class Members under this Settlement and Individual PAGA Payments made to PAGA Settlement Members will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members or PAGA Settlement Members may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, paid time off plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Participating Class Members or PAGA Settlement Members may be entitled under any benefit plans.

V. Settlement Administration Process.

1 13. Settlement Administrator Duties. The Parties agree to cooperate in the administration
2 of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses
3 incurred in administration of the Settlement. The Settlement Administrator will provide the
4 following services:

- 5 a. Establish and maintain a Qualified Settlement Account.
- 6 b. Calculate the Individual Settlement Payments each Participating Class
7 Member is eligible to receive.
- 8 c. Calculate the Individual PAGA Payment each PAGA Settlement Member
9 and is eligible to receive.
- 10 d. Print and mail the Notice Packet in both English and Spanish.
- 11 e. Establish and maintain a settlement administration website and toll-free
12 information telephone support line to assist Class Members/PAGA
13 Settlement Members who have questions regarding the Notice Packet.
- 14 f. Conduct additional address searches for mailed Notice Packets that are
15 returned as undeliverable.
- 16 g. Field inquiries from Class Members/PAGA Settlement Members.
- 17 h. Process and administer any Requests for Exclusion, Objections, or
18 Workweek disputes.
- 19 i. Calculate the distribution all Settlement proceeds, print and issue Settlement
20 Payment Checks, and prepare of IRS W-2 and 1099 Tax Forms and any
21 other filings required by any governmental authority. Basic accounting for
22 and payment of employee tax withholdings and forwarding all payroll taxes
23 and penalties to the appropriate government authorities will also be
24 included as part of this service.
- 25 j. Issue to Plaintiff, Participating Class Members, PAGA Settlement
26 Members, and Class Counsel any W-2, 1099, or other tax forms as may be
27 required by law for all amounts paid pursuant to this Settlement.

- 1 k. Provide declarations and/or other information to the Court as requested by
2 the Parties and/or the Court.
- 3 l. Provide weekly status reports to counsel for the Parties.
- 4 m. Post copies of the operative Complaint, Settlement Agreement, Notice,
5 Preliminary Approval Order, and Final Approval Order and Judgment
6 online at Settlement Administrator's website.
- 7 n. Send to the Controller of the State of California any monies remaining from
8 the Net Settlement Amount due to Class Members or PAGA Settlement
9 Members failing to negotiate Individual Settlement/PAGA Payments within
10 180 days of distribution. Any monies remaining in the distribution account
11 shall be distributed to the Controller of the State of California to be held
12 pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et*
13 *seq.* for the benefit of those Class Members or PAGA Settlement Members
14 who did not cash their checks until such time that they claim their property.
- 15 14. Delivery of the Class List. Within thirty (30) calendar days of Preliminary Approval,
16 Defendants will provide the Class List to the Settlement Administrator.
- 17 15. Mailing of the Notice Packet. Within fourteen (14) calendar days after receiving the
18 Class List from Defendants, the Settlement Administrator will mail a Notice Packet, substantially
19 in the form attached hereto as Exhibit 1, in both English and Spanish to all Class Members and
20 PAGA Settlement Members via regular First-Class U.S. Mail, using the last known mailing
21 addresses identified in the Class List. Each Notice Packet will provide: (a) information regarding
22 the nature of the Litigation; (b) a summary of the Settlement's principal terms; (c) the Class
23 definition; (d) the total number of Workweeks each respective Class Member worked for Defendants
24 during the Class Period; (e) the total number of pay periods each respective PAGA Member worked
25 for Defendants during the PAGA Period; (f) each Class Member's estimated Individual Settlement
26 Payment and the formula for calculating Individual Settlement Payments; (g) each PAGA Members'
27 estimated Individual PAGA Payment and the formula for calculating Individual PAGA Payments;
28 (h) the dates which comprise the Class Period; (i) the deadlines by which the Class Member must

1 email, fax, or postmark Requests for Exclusion, Notices of Objection to the Settlement, or
2 Workweek disputes; (j) the claims to be released, as set forth herein; and (k) the date for the Final
3 Approval hearing.

4 16. Confirmation of Addresses in Class List and Re-Mailing of Notice Packets. Prior to
5 mailing, the Settlement Administrator will perform a search based on the National Change of
6 Address Database for information to update and correct any known or identifiable address changes.
7 Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the
8 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address
9 affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the
10 Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly
11 attempt to determine the correct address using a skip-trace, or other search using the name, address
12 and/or Social Security number of the Class Member or PAGA Settlement Member involved, and
13 will then perform a single re-mailing. Those Class Members or PAGA Settlement Members who
14 receive a re-mailed Notice Packet, whether by skip-trace or by request, will have between the later
15 of (a) an additional fifteen (15) calendar days from the date the of re-mailing (unless the 15th day
16 falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the
17 next day on which the U.S. Postal Service is open) or (b) the Response Deadline to postmark or fax
18 a Request for Exclusion, Notice of Objection to the Settlement, or Workweek dispute.

19 17. Workweek and Pay Period Disputes. Class Members and PAGA Settlement
20 Members will have an opportunity to dispute the information provided in their Notice Packets. Any
21 Class Members or PAGA Settlement Members who wishes to dispute the number of Individual
22 Workweeks or Pay Periods reported in their Notice Packet must submit a written dispute to the
23 Settlement Administrator by the Response Deadline via mail, facsimile, or email. Workweek
24 disputes must contain: (1) the Class Member or PAGA Settlement Member's name, address,
25 telephone number, and last four digits of their social security number and/or Employee ID number;
26 (2) a statement explaining why they believe the number of Workweeks and/or pay periods reported
27 in their Notice Packet is inaccurate; and (3) and any evidence showing that such information is
28 inaccurate. Absent evidence rebutting Defendants' records, Defendants' records will be presumed

1 determinative. However, if a Class Member or PAGA Settlement Member produces evidence to
2 the contrary, the Settlement Administrator will evaluate the evidence submitted by the Class
3 Member or PAGA Settlement Member and will make the final decision as to the number of eligible
4 Individual Workweeks or Pay Periods that should be applied and/or the Individual
5 Settlement/PAGA Payment to which the Class Member or PAGA Settlement Member may be
6 entitled. The date of the postmark, fax receipt confirmation, or email will be the exclusive means
7 to determine whether a Workweek dispute has been timely submitted. All such disputes are to be
8 resolved by the Settlement Administrator not later than fourteen (14) calendar days after the
9 Response Deadline.

10 18. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
11 Settlement Agreement must sign and return a written Request for Exclusion to the Settlement
12 Administrator via mail, facsimile, or email by the Response Deadline. The Request for Exclusion
13 must include (a) the Class Member's name, address, telephone number, and the last four digits of
14 the Class Member's Social Security number and/or the Employee ID number and (b) a clear
15 statement requesting to be excluded from the settlement of the class claims similar to the following:
16 "I wish to exclude myself from the class settlement reached in the matter of *Jordan v. One Medical*
17 *Group, Inc.* I understand that by excluding myself, I will not receive money from the settlement of
18 my individual claims." The date of the postmark on the return mailing envelope, fax receipt
19 confirmation, or email will be the exclusive means to determine whether a Request for Exclusion
20 has been timely submitted. All Requests for Exclusion will be submitted to the Settlement
21 Administrator, who will certify jointly to Class Counsel and Defendants' Counsel the Requests for
22 Exclusion that were timely submitted. Any Class Member who does not affirmatively opt out of
23 the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by
24 all terms, conditions, and covenants of the Settlement Agreement, including, but not limited to, those
25 pertaining to the Released Class Claims. In addition, PAGA Settlement Members, regardless of
26 whether they opt-out of the Settlement Agreement, will still release the PAGA Released Claims for
27 the PAGA Period. The names of Class Members who opt-out of the Settlement shall be listed in the
28 proposed Final Approval and Judgment.

1 19. Objections. Participating Class Members may object to the Settlement as explained
2 in the Notice Packet by submitting a Notice of Objection with the Settlement Administrator (who
3 shall serve all objections as received on Class Counsel and Defendants' counsel) via mail, facsimile,
4 or U.S. Mail. To be valid, any Notice of Objection must: (1) contain the objecting Participating
5 Class Member's full name, current address, telephone numbers, last four digits of their social
6 security numbers and/or Employee ID number, and the contact information for any attorney
7 representing the objecting Participating Class Member for purposes of the objection; (2) include all
8 objections and the factual and legal grounds for same; (3) include any and all supporting papers,
9 briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than
10 the Response Deadline. The date of the postmark on the return mailing envelope, fax receipt
11 confirmation, or email will be the exclusive means to determine whether a Notice of Objection has
12 been timely submitted. Participating Class Members who fail to object in the manner specified above
13 will be foreclosed from making a written objection, but shall still have a right to appear at the Final
14 Approval Hearing in order to have their objections heard by the Court. The Court shall retain final
15 authority as to the consideration and admissibility of any and all objections to the Settlement. At no
16 time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class
17 Members to submit written objections to the Settlement or appeal from the Final Approval Order
18 and Judgment. Class Counsel will not represent any Participating Class Members with respect to
19 any objections to this Settlement.

20 20. Defective Submissions. If a Class Member's dispute regarding the number of
21 Individual Workweeks, Notice of Objection, or Request for Exclusion is defective as to the
22 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s).
23 The Settlement Administrator will mail the Class Member a cure letter within three (3) business
24 days of receiving the defective submission to advise the Class Member that his or her submission is
25 defective and that the defect must be cured to render the Workweek dispute, Notice of Objection,
26 or Request for Exclusion valid. The Class Member will have until the later of (a) the Response
27 Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to
28 mail, fax, or email a revised Workweek dispute, Notice of Objection, or Request for Exclusion. If

1 the revised Workweek dispute, Notice of Objection, or Request for Exclusion is not emailed, faxed,
2 or postmarked within that period, it will be deemed untimely. If a Class Member responds to a cure
3 letter by filing a defective Workweek dispute, Notice of Objection, or Request for Exclusion, then
4 the Settlement Administrator will have no further obligation to give notice of a need to cure.

5 **VI. Nullification of the Settlement Agreement.**

6 21. Defendants' Option to Nullify the Settlement Agreement. If more than five percent
7 (5%) of the Class Members opt out of the Settlement (or are otherwise excluded), Defendants, in
8 their sole discretion, shall have the option of nullifying the Settlement Agreement. In such a case,
9 the Parties and any funds to be awarded under this Settlement Agreement shall be returned to their
10 respective statuses as of the date and time immediately prior to the execution of this Agreement,
11 and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed.
12 If Defendants exercise their right to rescind the Agreement, Defendants shall be responsible for all
13 Settlement Administration Costs incurred to the date of rescission.

14 22. Nullification of the Settlement Agreement. Unless otherwise agreed in writing by
15 the Parties, in the event: (i) the Court does not enter the Preliminary Approval Order and approve
16 the Settlement specified herein; (ii) the Court does not finally approve the Settlement as provided
17 herein; (iii) Defendants exercise their option to nullify the Settlement Agreement based on an
18 excessive number of opt-outs, as described in Section VI.21 above; or (iv) the Settlement does not
19 become final for any other reason (*e.g.*, an objection by the LWDA), this Settlement Agreement
20 shall be null and void. A reduction of the Attorneys' Fees and Costs and/or any Class
21 Representative Incentive Award shall not be grounds for nullification of this Settlement. Any order
22 or judgment entered by the Court in furtherance of this Settlement Agreement shall be treated as
23 void from the beginning, and the stipulations and recitals contained herein shall be of no force or
24 effect, and shall not be treated as an admission by the Parties or their counsel. In such a case, the
25 Parties and any funds to be awarded under this Settlement Agreement shall be returned to their
26 respective statuses as of the date and time immediately prior to the execution of this Settlement
27 Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not
28 been executed, except that any fees already incurred by the Settlement Administrator shall be paid

1 by Defendants and Plaintiff on a 50/50 basis. Notwithstanding the foregoing, the Parties, Class
2 Counsel and Defendants' Counsel pledge their good faith and fair dealing in supporting the
3 approval of the Settlement by the Court, and agree that they shall make a good faith effort to resolve
4 any issues raised by the Court prior to invoking their right to nullify the Settlement under this
5 provision.

6 **VII. Certification Reports.**

7 23. The Settlement Administrator will provide Defendants' counsel and Class Counsel a
8 weekly report which certifies: (a) the number of Class Members who have submitted valid Requests
9 for Exclusion; (b) any Notices of Objections submitted to the Settlement along with a copy of any
10 such Notices of Objections; and (c) whether any Class Member or PAGA Settlement Member has
11 submitted a challenge to any information contained in his/her Notice Packet. Additionally, the
12 Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
13 administration of the Settlement Agreement as needed or requested.

14 24. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator
15 will be negotiable for one-hundred eighty (180) calendar days from the date of mailing. After one-
16 hundred eighty (180) calendar days from the date of mailing, the checks shall become null and void,
17 and any monies remaining in the distribution account shall be distributed to the Controller of the
18 State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500
19 *et seq.*, for the benefit of those Participating Class Members and PAGA Settlement Members who
20 did not cash their checks until such time that they claim their property. This disposition results in
21 no "unpaid residue" under California Civil Procedure Code § 384, as the entire Settlement Payment
22 will be paid out to Participating Class Members, whether or not they all cash their Settlement
23 Checks. Therefore, Defendants will not be required to pay any interest on said amount.

24 25. Certification of Completion of Notice Process. Within seven (7) calendar days of
25 completion of administration of the Settlement, the Settlement Administrator will provide a written
26 declaration under oath to certify such completion to the Court and counsel for all Parties including,
27 but not limited to, the mailing of Notice, the Notice Packets returned as undelivered, the re-mailing
28 of Notice Packets, attempts to locate Class Members, the names of the individuals who submitted

1 timely and valid Requests for Exclusion from Settlement, and the number of written objections to
2 the Settlement. The Settlement Administrator will supplement its declaration as needed or requested
3 by the Parties and/or the Court.

4 26. Payment Schedule for All Court Approved Settlement Payments. Within three (3)
5 business days of the Court granting Final Approval of the Settlement, the Settlement Administrator
6 will calculate all payments due, and shall provide Defendants' Counsel and Class Counsel with a
7 report on all disbursements to be made under the Settlement.

8 27. Final Distribution Report and Declaration by Settlement Administrator: Within ten
9 (10) calendar days after the Settlement Administrator disburses all funds in the Gross Settlement
10 Amount, the Settlement Administrator will provide Class Counsel and Defendants' Counsel with a
11 final report detailing its disbursements by employee identification number only of all payments
12 made under this Agreement. At least fourteen (14) calendar days before any deadline set by the
13 Court, the Settlement Administrator will prepare, and submit to Class Counsel and Defendants, a
14 signed declaration under oath suitable for filing in Court attesting to its disbursement of all payments
15 required under this Agreement. Class Counsel is responsible for filing the Settlement
16 Administrator's Declaration with the Court.

17 **VIII. Tax Treatment of Individual Settlement/PAGA Payments.**

18 28. Tax Allocation of Individual Settlement Payments. All Individual Settlement
19 Payments will be allocated as follows: twenty percent (20%) of each Individual Settlement Payment
20 will be allocated as wages and eighty percent (80%) will be allocated as non-wages, including
21 penalties and interest. The portion allocated to wages will be reported on an IRS Form W-2 and the
22 portions allocated to non-wages will be reported on an IRS Form-1099 by the Settlement
23 Administrator. The Individual Settlement Payments will be reduced by any required legal
24 deductions for each Class Member. All standard employee payroll deductions will be made for state
25 and federal withholding taxes, including any other applicable payroll deductions owed by the Class
26 Members as a result of the wage component, resulting in a net wage component. The Settlement
27 Administrator will issue a check and W-2 Form to each Class Member for the Individual Settlement
28 Payment.

1 29. Tax Allocation of Individual PAGA Payments. The Settlement Administrator will
2 issue a second check and IRS Form-1099 for the Individual PAGA Payment. No withholding shall
3 be made from the Individual PAGA Payment.

4 30. Calculation and Eligibility for Payments. The Settlement Administrator shall be
5 responsible for issuing the payments and calculating and withholding all required state and federal
6 taxes. The Settlement Administrator shall determine the eligibility for, and the amounts of, any
7 Individual Settlement and PAGA Payments under the terms of this Settlement Agreement. Any
8 disputes not resolved by the Settlement Administrator concerning the administration of the
9 Settlement will be resolved by the Court, under the laws of the State of California. Prior to any such
10 involvement of the Court, counsel for the Parties will confer in good faith to resolve the dispute
11 without the necessity of involving the Court.

12 **IX. Administration of Taxes by the Settlement Administrator.**

13 31. Tax Liability. Defendants make no representation as to the tax treatment or legal
14 effect of the payments called for hereunder, and Plaintiff and Class Members are not relying on any
15 statement, representation, or calculation by Defendants, Class Counsel or by the Settlement
16 Administrator in this regard. Plaintiff and Class Members understand and agree they will be solely
17 responsible for the payment of their share of any taxes and penalties assessed on the payments
18 described herein.

19 32. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
20 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH
21 PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING
22 PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO
23 PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN
24 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
25 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY
26 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
27 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
28 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE

1 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
2 OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX
3 ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT
4 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
5 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
6 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
7 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
8 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
9 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
10 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
11 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
12 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
13 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
14 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
15 SETTLEMENT AGREEMENT.

16 **X. Release of Claims**

17 33. No Prior Assignments. The Parties and their counsel represent, covenant, and
18 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
19 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
20 action, cause of action or right herein released and discharged.

21 34. Class Release. It is the desire of Plaintiff, Class Members, and Defendants to fully,
22 finally, and forever settle, compromise, and discharge the Released Class Claims. Upon the Final
23 Approval by the Court of this Settlement Agreement and funding in full of the Gross Settlement
24 Amount by Defendants, and except as to such rights or claims as may be created by this Settlement
25 Agreement, all Participating Class Members shall fully release and discharge the Released Parties
26 from any and all Released Class Claims for the entire Class Period. This release shall be binding
27 on all Participating Class Members, including each of their respective attorneys, agents, spouses,
28 executors, representatives, guardians ad litem, heirs, successors, and assigns, and shall inure to the

benefit of the Released Parties, who shall have no further or other liability or obligation to any Participating Class Member with respect to the Released Class Claims, except as expressly provided herein.

35. PAGA Release. Upon the Final Approval by the Court of this Settlement Agreement and funding in full of the Gross Settlement Amount by Defendants, and except as to such rights or claims as may be created by this Settlement Agreement, Plaintiff, all PAGA Members, the LWDA, and the State of California shall fully release and discharge the Released Parties from any and all PAGA Released Claims for the entire PAGA Period. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), all PAGA Members shall release claims arising under PAGA regardless of their decision to participate in the class portion of the Settlement. PAGA Members who exclude themselves from the settlement of class claims, shall still receive an Individual PAGA Payment and release all claims for penalties pursuant to the PAGA during the PAGA Period.

XI. Amended Complaint in the Alameda Action.

36. For purposes of settlement only, Plaintiff shall file an amended Complaint in the Alameda Action that adds Plaintiff's PAGA claims that were alleged in the San Francisco Action and Plaintiff's December 10, 2020 LWDA letter to effectuate the release of the PAGA Released Claims stated herein including the claims alleged in the San Francisco action. Plaintiff shall seek settlement approval from the Alameda Superior Court in accordance with this Agreement. Upon final approval of the Parties' Settlement in the Alameda Action, the Parties shall stipulate to dismiss the San Francisco Action and the related appeal (if such appeal is still pending) pursuant to the Parties' Settlement in the Alameda Action. If the Parties' Settlement is not approved by the Alameda Superior Court, the stipulated amended complaint shall be null and void.

XII. Preliminary Approval Hearing.

37. Plaintiff will obtain a hearing before the Court to request Preliminary Approval of the Settlement Agreement and the entry of a Preliminary Approval Order as follows: (a) conditionally certifying of the Settlement Class for settlement purposes only, (b) granting Preliminary Approval of the proposed Settlement Agreement, (c) approving, as to form and content,

1 of the proposed Notice Packet; (d) approving of the manner and method for Class Members to
2 request exclusion from the Settlement, object to the Settlement, and submit Workweek disputes, as
3 contained herein and in the Notice Packet; (e) directing the mailing of the Notice Packets to Class
4 Members, in accordance with the Agreement; and (f) setting a date for a Final Approval/Settlement
5 Fairness Hearing.

6 38. The Preliminary Approval Order will provide for the Notice Packet to be sent to all
7 Class Members as specified herein. In conjunction with the Preliminary Approval Hearing, Plaintiff
8 will submit this Settlement Agreement and will include the proposed Notice Packet. Class Counsel
9 will be responsible for drafting all documents necessary to obtain Preliminary Approval, subject to
10 review and comment by Defendants' counsel. Plaintiff's counsel shall provide Defendants' counsel
11 at least seven (7) calendar days to review such documents prior to the documents being submitted
12 to the Court. Defendants agree that they will not oppose Plaintiff's motion for preliminary approval,
13 provided that it is consistent with the terms of this Agreement and does not impute any wrongdoing
14 on Defendants in relation to the Action.

15 39. The Parties agree that Plaintiff will submit Notice to the Labor and Workforce
16 Development Agency ("LWDA") of this Settlement along with a copy of this Settlement
17 Agreement concurrently when Plaintiff files her Motion for Preliminary Approval of Class Action
18 Settlement, and will thereafter submit a copy of any judgment or any other order (e.g., the Final
19 Award) providing for an award of civil penalties in conformity with Labor Code Section 2699(l).

20 **XIII. Final Settlement Approval Hearing and Entry of Judgment.**

21 40. Upon expiration of the Response Deadline, and with the Court's permission, a Final
22 Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the
23 Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement
24 Payments; (b) the PAGA Settlement Amount; (c) the Attorneys' Fees and Costs; (d) the Class
25 Representative Incentive Award; and (e) all Settlement Administration Costs.

26 41. The Final Approval/Settlement Fairness Hearing will be held no later than sixty (60)
27 calendar days after the Response Deadline, subject to the Court's availability. If the Court is unable
28 to hold the Final Approval/Settlement Fairness Hearing within sixty (60) calendar days after the

1 Response Deadline, Class Counsel will utilize its best efforts to obtain the earliest date the Court
2 has available for said hearing.

3 42. Class Counsel will be responsible for drafting all documents necessary to obtain
4 Final Approval, including a Proposed Final Approval Order and Judgment, subject to review and
5 comment by Defendants' counsel. Plaintiff's counsel shall provide Defendants' counsel at least
6 seven (7) calendar days to review such documents prior to the documents being submitted to the
7 Court. Defendants agree that they will not oppose Plaintiff's Motion for Final Approval and
8 Attorneys' Fees and Costs, provided that it is consistent with the terms of this Agreement.

9 **XIV. Judgment and Continued Jurisdiction.**

10 43. After entry of the Final Approval Order and Judgment, the Court will retain
11 jurisdiction over the Parties, Action, and the Settlement for purposes of and with respect to the
12 interpretation, implementation, and enforcement of the terms of this Agreement and all orders and
13 judgments entered in connection therewith, including pursuant to Code of Civil Procedure section
14 664.6 and California Rules of Court, Rule 3.769, and the Parties and their counsel submit to the
15 jurisdiction of the Court for purposes of (i) enforcing this Agreement and/or Final Judgment, (ii)
16 addressing Settlement administration matters, and (iii) addressing such post-Final Judgment matters
17 as are permitted by law and this Agreement.

18 **XV. Other Provisions.**

19 44. Exhibits Incorporated by Reference. The terms of this Settlement include the terms
20 set forth in any attached Exhibit(s), which are incorporated by this reference as though fully set forth
21 herein. Any Exhibit(s) to this Settlement are an integral part of the Settlement.

22 45. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
23 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
24 agreements may be deemed binding on the Parties.

25 46. Amendment or Modification. This Settlement Agreement may be amended or
26 modified only by a written instrument signed by counsel for all Parties or their successors-in-interest
27 and approved by the Court.

28

1 47. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
2 and represent they are expressly authorized by the Parties whom they represent to negotiate this
3 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
4 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
5 documents required to effectuate the terms of this Settlement Agreement.

6 48. Binding on Successors and Assigns. This Settlement Agreement will be binding
7 upon, and inure to the benefit of, the successors or assigns of the Parties hereto.

8 49. California Law Governs. All terms of this Settlement Agreement and exhibits hereto
9 will be governed by and interpreted according to the laws of the State of California and any
10 applicable federal law without regard to choice of law rules or principles.

11 50. Execution and Counterparts. This Settlement Agreement is subject only to the
12 execution of all Parties. However, the Settlement Agreement may be executed in one or more
13 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
14 of the signature page, will be deemed to be one and the same instrument.

15 51. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
16 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Litigation and have
17 arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation,
18 taking into account all relevant factors, present and potential. The Parties further acknowledge that
19 they are each represented by competent counsel and that they have had an opportunity to consult
20 with their counsel regarding the fairness and reasonableness of this Settlement.

21 52. Invalidity of Any Provision. Before declaring any provision of this Settlement
22 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
23 possible consistent with applicable precedents so as to define all provisions of this Settlement
24 Agreement valid and enforceable.

25 53. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
26 class certification for purposes of this Settlement only; except, however, that either Party may
27 dispute or appeal any Court order that materially alters the Settlement Agreement's terms.

1 54. Class Action Certification for Settlement Purposes Only. The Parties agree to
2 stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement
3 is not approved, the stipulation to certification will be void. The Parties further agree that
4 certification for purposes of the Settlement is not an admission that class action certification is
5 proper under the standards applied to contested certification motions and that this Settlement
6 Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class
7 action should be certified or (b) Defendants are liable to Plaintiff or any Class Member.

8 55. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
9 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
10 continued litigation. In entering into this Settlement Agreement, Defendants deny all of Plaintiff's
11 allegations, deny any liability, and deny that they have any legal or equitable responsibility for any
12 damages, wages or penalties. Neither this Settlement Agreement, nor any of its terms or provisions,
13 nor any of the negotiations connected with it, shall be construed as an admission or concession by
14 Defendants of any such violations or failures to comply with any applicable law. Except as
15 necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement
16 Agreement and its terms and provisions shall not be offered or received as evidence in any action
17 or proceeding to establish any liability or admission on the part of Defendants or to establish the
18 existence of any condition constituting a violation of, or a non-compliance with, federal, state, local
19 or other applicable law. If Final Approval does not occur, the Parties agree that this Settlement
20 Agreement is void, but remains protected by California Evidence Code Section 1152.

21 56. Captions. The captions and section headings and numbers in this Settlement
22 Agreement are inserted for the reader's convenience, and in no way define, limit, construe or
23 describe the scope or intent of the provisions of this Settlement Agreement.

24 57. Waiver. No waiver of any condition or covenant contained in this Settlement
25 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
26 imply or constitute a further waiver by such party of the same or any other condition, covenant, right
27 or remedy.

1 58. Enforcement Action. If one or more of the Parties institutes any legal action or other
2 proceeding against any other Party or Parties to enforce the provisions of this Settlement or to
3 declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled
4 to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
5 expert witness fees incurred in connection with any enforcement actions.

6 59. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
7 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
8 construed more strictly against one Party than another merely by virtue of the fact that it may have
9 been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length
10 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement
11 Agreement.

12 60. Representation by Counsel. The Parties acknowledge that they have been
13 represented by counsel throughout all negotiations that preceded the execution of this Settlement
14 Agreement and that this Settlement Agreement has been executed with the consent and advice of
15 counsel and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there
16 are no liens on the Settlement Agreement.

17 61. All Terms Subject to Final Court Approval. All amounts and procedures described
18 in this Settlement Agreement herein will be subject to final Court approval.

19 62. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
20 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
21 this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of
22 any document needed to implement the Settlement, or on any supplemental provisions that may
23 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of
24 the Court to resolve such disagreement.

25 63. Confidentiality. Neither Plaintiff nor Plaintiff's Counsel shall issue any press release
26 or announcement of any kind related in any way to the Settlement. The Parties and their counsel
27 agree that, prior to Preliminary Approval of the Settlement, they will keep the negotiations and terms
28 of this Settlement confidential with the exception of informing the Court of the manner in which the

1 Settlement was obtained, and the reasons in support of the fairness of the Settlement only in so far
2 as necessary to obtain Court approval of the Settlement or to enforce the terms of the Settlement.
3 Plaintiff shall be informed that the Settlement is confidential and shall be advised to keep the
4 Settlement confidential except as otherwise required by applicable law or as may be needed to
5 facilitate court approval of the Settlement. From and after Preliminary Approval of the Settlement,
6 the Class Members (including Plaintiff and Class Counsel) may: (1) as required by law; (2) as
7 required under the terms of the Settlement; or (3) as required under counsel's duties and
8 responsibilities as Class Counsel, comment regarding the specific terms of the Settlement only to
9 the extent necessary including to facilitate court approval of the Settlement. In all other cases,
10 Plaintiff and Class Counsel agree to limit their statements regarding the negotiations and terms of
11 the Settlement, whether oral, written or electronic (including the world wide web), to say the Class
12 Action has been resolved and that Plaintiff and Class Counsel are satisfied with the Settlement terms.
13 This Settlement shall not be advertised or mentioned on any source, including Plaintiff and
14 Plaintiff's Counsels' personal or firm website. Nothing in this Section is intended to interfere with
15 Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel,
16 including but not limited to, communicating with Class Members regarding the Settlement.
17 Furthermore, nothing in this provision shall be construed as preventing Class Counsel from referring
18 to the Settlement or the Action in support of their adequacy as counsel for putative class or to justify
19 an award of attorneys' fees.

20 64. Binding Agreement. The Parties warrant that they understand and have full authority
21 to enter into this Settlement, intend that this Settlement Agreement will be fully enforceable and
22 binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding
23 to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might
24 apply under federal or state law.

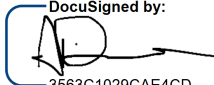
25
26 *The Settlement Agreement consists of 46 pages.*
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28

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2 Dated: 11/12/2024


Femi Jordan (Nov 12, 2024 18:05 PST)

Femi Jordan

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4 Dated: 11/16/2024

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Andrew Diamond
One Medical Group, Inc.

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7 Dated: 11/15/2024

Signed by:

B8BA95D7A11D449...

Trent Green
1Life Healthcare, Inc.

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10 **APPROVED AS TO FORM**

11
12 Dated: 11/12/2024

LAWYERS FOR JUSTICE, PC
PARKER & MINNE, LLP

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14 By



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16 Edwin Aiwan
Arby Aiwan
Joanna Ghosh
Vartan S. Madoyan

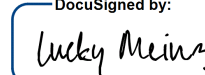
17
18
19 Jill Parker
S. Emi Minne

20
21 Attorneys for Plaintiff Femi Jordan

22 Dated: 11/15/2024

23 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

24
25 By

DocuSigned by:

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26 Lucky Mainz
Lowell Ritter
27 Attorneys for Defendants One Medical Group,
Inc. and 1Life Healthcare, Inc.

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EXHIBIT 1

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

3 *Femi Jordan v. One Medical Group, Inc. and 1Life Healthcare, Inc.*
4 Alameda County Superior Court Case No. 23CV041507

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

7 **You may be eligible to receive money** from the settlement of an employment class action
8 lawsuit ("Action") against Defendants One Medical Group, Inc. and 1Life Healthcare, Inc.
9 ("Defendants") for alleged wage and hour violations. The Action was filed by a former employee
10 of Defendant 1Life Healthcare, Inc., Femi Jordan ("Plaintiff"), and seeks payment of (1) back
11 wages and other relief for a class of hourly or non-exempt employees ("Class Members") who
12 worked for either Defendant in California during the Class Period (from February 28, 2019 to the
13 date of preliminary approval by the Court or, if applicable, the Alternate End Date as set forth in
14 Section 3.1 below); and (2) penalties under the California Private Attorney General Act ("PAGA")
15 for all hourly or non-exempt employees who worked for either Defendant in California during the
16 PAGA Period (the period from December 10, 2019 to the date of preliminary approval by the
17 Court or, if applicable, the Alternate End Date as set forth in Section 3.1 below) ("PAGA
18 Settlement Members").

19 Defendants deny the allegations and claims set forth in the Action. Nonetheless, Plaintiff
20 and Defendants have mutually agreed to a proposed Settlement to resolve the claims.

21 The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants
22 to fund Individual Settlement Payments, and (2) a PAGA Settlement requiring Defendants to fund
23 Individual PAGA Payments and pay penalties to the California Labor and Workforce Development
24 Agency ("LWDA"), along with releases of claims by Participating Class Members and PAGA
25 Settlement Members.

26 Based on Defendants' records, and the Parties' current assumptions, **your Individual**
27 **Settlement Payment is estimated to be \$_____ (less withholdings) and your Individual**
28 **PAGA Payment (if applicable) is estimated to be \$_____.** The actual amount you may
receive likely will be different and will depend on a number of factors. (If no amount is stated for
your Individual PAGA Payment, then according to Defendants' records you are not eligible for an
Individual PAGA Payment under the Settlement because you did not work during the PAGA
Period.)

 The above estimates are based on Defendants' records showing that **you worked ____**
Workweeks during the Class Period and **(if applicable) ____ Pay Periods** during the PAGA
Period. If you believe that you worked more during either period, you can submit a challenge by
the deadline date. See Section 4 of this Notice below.

 The Court has already preliminarily approved the proposed Settlement and approved this
Notice. The Court has not yet decided whether to grant Final Approval. Your legal rights are
affected by whether you act or do not act. **Read this Notice carefully.** You will be deemed to
have carefully read and understood it. At the Final Approval Hearing, the Court will decide
whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff
and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a

1 judgment that requires Defendants to make payments under the Settlement and requires Class
2 Members and PAGA Settlement Members to give up their rights to assert certain claims against
3 Defendants.

3 **Defendants will not retaliate against you for any actions you take with respect to the**
4 **proposed Settlement.**

5 **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

6 7 8 9 You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Released Class Claims and PAGA Released Claims against Defendants that are covered by this Settlement ("Released Class Claims" and "PAGA Released Claims" are defined in Section 3.9 and 3.10 of this Notice).
10 11 12 13 14 15 16 17 You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [insert Response Deadline]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a timely written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all PAGA Settlement Members and the PAGA Settlement Members must give up their rights to pursue PAGA Released Claims (as defined in Section 3.10 of this Notice).
18 19 20 21 22 Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [insert Response Deadline]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement they do not like. See Section 7 of this Notice.
23 24 25 You Can Participate in the [insert hearing date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [insert hearing date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform.
26 27 28 You Can Challenge the Calculation of Your Workweeks/Pay Periods	The amount of your Individual Settlement Payment and Individual PAGA Payment (if any) depends on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period,

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**Written Challenges
Must be Submitted by
[insert Response
Deadline]**

respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [insert Response Deadline]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant 1Life Healthcare, Inc. The Action accuses Defendants of violating California labor laws by among other things failing to pay overtime wages, minimum wages, wages due upon termination, and reimbursable expenses, failing to provide meal periods, rest breaks, and accurate itemized wage statements, and failing to maintain certain required records. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Lawyers for Justice, PC and Parker & Minne, LLP ("Class Counsel").

Defendants deny all of Plaintiff's allegations, deny any liability, and deny that they have any legal or equitable responsibility for any damages, wages, or penalties and contend that they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. To avoid further lengthy and costly litigation, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. The Parties have signed a written settlement agreement ("Settlement" or "Agreement") and agreed to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement. Both sides agree the proposed Settlement is a compromise of all disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims; in fact, they deny any unlawful conduct.

Plaintiff and Class Counsel believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Settlement Members. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$1,985,000.00 as the Gross Settlement Amount ("Gross Settlement"). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Settlement Administrator of the Settlement. The Settlement Administrator will use the Gross Settlement to pay Settlement-related fees and costs, including the Individual Settlement Payments, the Individual PAGA Payments, the Class Representative Incentive Award, Class Counsel's attorneys' fees and expenses, the Settlement Administrator's expenses, penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"), and any applicable payroll taxes. Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not

1 more than 30 calendar days after the Judgment entered by the Court becomes final. The
2 Final Judgment will be final on the latter of: (1) the date on which the Court enters the
3 Final Approval Order and Judgment if there are no objections or challenges to the
4 Settlement or, (2) if there are objections or challenges to the Settlement, then after the
5 time to appeal the Order Granting Final Approval has expired with no appeal having been
6 filed, or the date the appellate court's affirmance of the Final Approval Order and
7 Judgment is final.

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11 2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing,
12 Plaintiff and/or Class Counsel will ask the Court to approve the following deductions
13 from the Gross Settlement, the amounts of which will be decided by the Court at the Final
14 Approval Hearing:

15
16 A. Up to \$694,750.00 (35% of the Gross Settlement Amount) to Class Counsel for
17 attorneys' fees and up to \$30,000.00 for their litigation expenses. To date, Class
18 Counsel have worked and incurred expenses on the Action without payment.

19
20 B. Up to \$10,000.00 to Plaintiff Femi Jordan, as Class Representative Incentive
21 Award for filing the Action, working with Class Counsel, and representing the
22 Class.

23
24 C. Up to \$15,000.00 to the Settlement Administrator for services administering the
25 Settlement.

26
27 D. Up to \$200,000.00 for PAGA Penalties, allocated 75% to the LWDA and 25% to
28 the PAGA Settlement Members on a pro-rata basis based on their PAGA Period
Pay Periods.

E. "Employer Owed Taxes" (e.g., taxes paid by the employer, including under the
Federal Unemployment Tax Act and state unemployment insurance). This
amount will be calculated and determined by the Settlement Administrator.

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

3. Net Settlement Amount Distributed to Class Members. After making the above
deductions in amounts approved by the Court, the Settlement Administrator will distribute
the rest of the Gross Settlement (the "Net Settlement Amount") by making Individual
Settlement Payments to Participating Class Members based on their Class Period
Workweeks. *See* Section 5.

4. Taxes on Payments to Class Members. Plaintiff and Defendants are asking the Court to
approve an allocation of 20% of each Individual Settlement Payment to taxable wages
("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion"). The Wage
Portion is subject to withholdings and will be reported on IRS W-2 Forms. The
Individual PAGA Payments are counted as penalties rather than wages for tax purposes.

1 The Settlement Administrator will report the Individual PAGA Payments and the Non-
2 Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

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

- 9
- 10 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual
11 Settlement Payments and Individual PAGA Payments will show the date when the check
12 expires (the void date). If you don't cash it by the void date, your check will be
13 automatically cancelled, and the monies will be deposited with the California Controller's
14 Unclaimed Property Fund in your name. If the monies represented by your check are sent
15 to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for
16 instructions on how to retrieve your money.
- 17 6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible
18 the Court will decline to grant Final Approval of the Settlement or decline to enter a
19 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal.
20 Plaintiff and Defendants have agreed that, in either case, the Settlement will be void:
21 Defendants will not pay any money and Class Members will not release any claims
22 against Defendants.
- 23 7. Settlement Administrator. The Court has appointed a neutral company, Phoenix
24 Settlement Administrators (the "Administrator") to send this Notice, calculate and make
25 payments, and process Class Members' Requests for Exclusion. The Settlement
26 Administrator will also decide Class Member challenges over Workweeks and/or PAGA
27 Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks
28 necessary to administer the Settlement. The Settlement Administrator's contact
information is contained in Section 9 of this Notice.
8. Participating Class Members' Released Class Claims. After the Judgment is final and
Defendants have fully funded the Gross Settlement, Participating Class Members shall
release the "Released Parties" from the "Released Class Claims". This means that unless
you opted out by validly excluding yourself from the Class Settlement, you cannot sue,
continue to sue, or be part of any other lawsuit against Defendants or related entities for
wages based on the Class Period facts and claims and PAGA penalties based on PAGA
Period facts and claims, as alleged in the Action and resolved by this Settlement.

The "Released Parties" include Defendants and each of their parent, subsidiary, related,
affiliated, predecessor, and successor companies/entities and each of their respective past,
present, and future agents, employees, clients, officers, directors, managing agents,
members, owners (whether direct or indirect), principals, fiduciaries, partners, trustees,
representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity
sponsors, related companies/corporations and/or partnerships, divisions, assigns,
predecessors, successors, insurers, consultants, joint venturers, joint employers, potential

1 and alleged joint employers, common law employers, potential and alleged common law
2 employers, dual employers, co-employers, potential and alleged co-employers,
3 contractors, affiliates, service providers, alter-egos, potential and alleged alter egos,
4 vendors, affiliated organizations, any person and/or entity with potential or alleged to
5 have joint liability.

6 The “Released Class Claims” means all claims and liability theories under state, federal,
7 or local law (including but not limited to, those under the California Labor Code, Wage
8 Orders, regulations, and/or other provisions of law) asserted in the Litigation and/or
9 arising from or related to the facts pleaded, primary rights alleged, and/or claims alleged
10 in the Litigation, or in the PAGA letter sent to the LWDA on Plaintiff’s behalf, or that
11 reasonably could have been asserted based on the facts pleaded, primary rights alleged,
12 and/or claims alleged in the now-operative complaints in the Litigation, including for: (1)
13 failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide
14 meal periods and/or pay meal period premiums under Labor Code §§ 226.7, 512; (3)
15 failure to provide rest periods and/or pay rest period premiums under Labor Code §§
16 226.7; (4) failure to pay minimum wages for all hours worked under Labor Code §§ 1194,
17 et seq.; (5) failure to timely pay wages upon termination under Labor Code §§ 201, 202,
18 and 203; (6) failure to timely pay wages during employment under Labor Code §§ 204,
19 210; (7) failure to provide accurate, itemized wage statements under Labor Code § 226;
20 (8) failure to keep requisite payroll records under Labor Code § 1174(d); (9) failure to
21 reimburse business expenses under Labor Code §§ 2800 and 2802; (10) violation of
22 California’s Unfair Competition Law under Business and Professions Code § 17200
23 predicated on violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510,
24 512(a), 1174(d), 1194, 1197, 1197.1, 2800, and 2802. This release is limited to claims
25 arising during the Class Period, and excludes the release of claims not permitted by law.

- 26 9. PAGA Settlement Members’ Released PAGA Claims. After the Court’s judgment is final,
27 and Defendants have paid the Gross Settlement, all PAGA Settlement Members will be
28 barred from asserting PAGA Released Claims against the Released Parties, whether or not
they exclude themselves from the Settlement. This means that all PAGA Settlement
Members, including those who are Participating Class Members and those who opt-out of
the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim
against Defendants or their related entities based on the PAGA Period facts and claims
alleged in the Action and resolved by this Settlement.

The “Released PAGA Claims” means all claims for civil penalties under PAGA asserted
in the Litigation and/or arising from or related to the facts, theories, primary rights, and/or
claims alleged in the Litigation or the December 10, 2020 PAGA letter sent by Plaintiff
to the LWDA which arise during the PAGA Period. The PAGA Released Claims include
all claims for civil penalties under PAGA arising from or related to alleged (1) failure to
pay overtime wages; (2) failure to provide meal periods and/or pay meal period
premiums; (3) failure to provide rest periods and/or pay rest period premiums; (4) failure
to pay minimum wages for all hours worked; (5) failure to timely pay wages upon
termination; (6) failure to timely pay wages during employment; (7) failure to provide
accurate, itemized wage statements; (8) failure to keep requisite payroll records; and (9)
failure to reimburse business expenses under Labor Code Sections 2800 and 2802. This
release is limited to claims arising during the PAGA Period, and excludes the release of
claims not permitted by law.

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4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Payments. The Settlement Administrator will calculate Individual Settlement Payments by using the following formula: Individual Settlement Payment = (Individual Workweeks ÷ Total Class Workweeks) × Net Settlement Amount.
2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by using the following formula: Individual Settlement Payment = (Individual Pay Periods ÷ Total PAGA Settlement Members Pay Periods) × 25% of the PAGA Settlement Amount.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated on the first page of this Notice. If you believe the number of Workweeks or pay periods reported in this notice are inaccurate, you may submit a written dispute to the Settlement Administrator.

Workweek and Pay Period disputes must contain: (a) your name, address, telephone number, and last four digits of your social security number and/or Employee ID number; (b) a statement explaining why you believe the number of Workweeks or Pay Periods reported in this notice is inaccurate; and (3) any evidence showing that such information is inaccurate, such as copies of your paystubs or other records. The Settlement Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Settlement Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

You can submit your dispute to the Settlement Administrator via mail, email, or fax. Section 9 of this Notice has the Settlement Administrator's contact information. All disputes must be submitted to the Settlement Administrator by no later than [insert Response Deadline].

5. HOW WILL I GET PAID?

1. Individual Settlement Payments. The Settlement Administrator will send, by U.S. mail, one check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) that constitutes their Individual Settlement Payment.
2. Individual PAGA Payments. The Settlement Administrator will send, by U.S. mail, one check to every PAGA Settlement Member that constitutes their Individual PAGA Payment.

1 **Your check will be sent to the same address as this Notice. If you change your**
2 **address, be sure to notify the Settlement Administrator as soon as possible. Section**
3 **9 of this Notice has the Settlement Administrator’s contact information.**

4 **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

5 To opt-out of the Class Settlement, you must submit a written and signed letter request for
6 exclusion from the Settlement to the Settlement Administrator via mail, facsimile, or email. The
7 request for exclusion must include your name, present address, telephone number, last four digits
8 of your Social Security Number and/or your employee ID Number, the name of the Action (*Femi*
9 *Jordan v. One Medical Group, Inc. and 1Life Healthcare, Inc.*, Alameda County Superior Court
10 Case No. 23CV041507), and a simple statement that you do not want to participate in the
11 Settlement (for example, “I wish to exclude myself from the class settlement reached in the matter
12 of *Jordan v. One Medical Group, Inc.* I understand that by excluding myself, I will not receive
13 money from the settlement of my individual claims.”) You must sign the request yourself, or it
14 will be deemed invalid. **A request to be excluded from the Class Settlement must be sent by**
15 **no later than [insert Response Deadline], or it will be invalid. You cannot exclude yourself**
16 **by phone.** Section 9 of the Notice has the Settlement Administrator’s contact information.

17 If you opt out of the Class Settlement, you will not receive payment of any portion of the Net
18 Settlement Amount and you cannot object to the Class Settlement, and you will not be legally bound
19 by the release of Released Class Claims. If that is the case, you may be able to sue Defendants and/or
20 the Released Parties or continue any suit you have pending against Defendants and/or the Released
21 Parties, regarding the Released Class Claims.

22 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

23 Only Participating Class Members have the right to object to the Settlement and give
24 reasons for why the Court should not approve it. To object, you must mail, email, or fax your
25 objection to the Settlement Administrator. Your objection must include your full name, address,
26 telephone number, the last four digits of your Social Security Number or your employee ID
27 number, the name of the case (*Femi Jordan v. One Medical Group, Inc. and 1Life Healthcare,*
28 *Inc.*, Alameda County Superior Court Case No. 23CV041507), and the specific reason for your
objection. **The deadline for sending written objections to the Settlement Administrator is**
[insert Response Deadline]. Section 9 of this Notice has the Settlement Administrator’s contact
information. You may also come to the Final Approval Hearing on [Insert Response Deadline] and
make an objection at that time, regardless of whether you submitted a written objection.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don’t have to, attend the Final Approval Hearing on [insert hearing date] at [insert
time] in Department 21 of the Alameda Superior Court, Rene C. Davidson Courthouse, located at
1225 Fallon Street, Oakland, CA 94612. You may also retain your own lawyer at your expense to
attend on your behalf. At the Hearing, the judge will decide whether to grant Final Approval of the
Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the
Settlement Administrator. The Court may invite comment from objectors, Class Counsel, and
Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either
personally or (if available) virtually. The link for remote appearances is typically listed Court’s
tentative ruling on the Motion for Final Approval, which can be found by searching for the case
number (23CV041507) at the Court’s eCourt Public Portal at <https://eportal.alameda.courts.ca.gov/>.
Tentative rulings are typically posted the day before the hearing.

1 It's possible the Court will reschedule the Final Approval Hearing. You should check the
2 Settlement Administrator's website at [insert website] beforehand or contact Class Counsel to
verify the date and time of the Final Approval Hearing.

3 **9. HOW CAN I GET MORE INFORMATION?**

4 The Agreement sets forth everything Defendants and Plaintiff have promised to do under
5 the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other
6 Settlement documents is to go to the Settlement Administrator's website at [insert website]. You
7 can also telephone or send an email to Class Counsel or the Settlement Administrator using the
8 contact information listed below, or consult the Superior Court website by going to
(<https://www.alameda.courts.ca.gov/>) and entering the Case Number for the Action, Case No.
23CV041507.

9 **Settlement Administrator:**

10 Name of Company:
11 Email Address:
12 Mailing Address:
Telephone:
Fax Number:

13 **Class Counsel:**

14 PARKER & MINNE, LLP
15 S. Emi Minne
Jill J. Parker
700 South Flower Street, Suite 1000
16 Los Angeles, California 90017
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17 Facsimile (310) 889-0822
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25 vartan@calljustice.com

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

28 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

1 If you lose or misplace your settlement check before cashing it, the Settlement
2 Administrator will replace it as long as you request a replacement before the void date on the face
3 of the original check. If your check is already void, you should consult the California State
4 Controller's Office Unclaimed Property Fund for instructions on how to retrieve the funds.

4 **11. WHAT IF I CHANGE MY ADDRESS?**

5 To receive your check, you should immediately notify the Settlement Administrator if you
6 move or otherwise change your mailing address.
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