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Attorneys for Plaintiff
FEMI JORDAN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

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

Plaintiff,

vs.

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

Defendants.

Case No.: 23CV041507

*Assigned for all purposes to the Honorable
Somnath Raj Chatterjee, Dept. 21*

**NOTICE OF ENTRY OF ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: August 25, 2023
FAC filed: July 9, 2024
Trial Date: Not set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on May 1, 2025, the Court in the above-entitled action issued
3 an order (dated April 15, 2025) granting Plaintiff Femi Jordan's motion for preliminary approval of
4 the Parties' Stipulation and Settlement of Class and Representative PAGA Action. A true and correct
5 copy of the order issued by the Court on May 1, 2024 is attached hereto as Exhibit 1.

6
7 Dated: May 1, 2025

PARKER & MINNE, LLP

8
9 By:



S. Emi Minne

Attorneys for Plaintiff

EXHIBIT 1

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ONE MEDICAL GROUP, INC., a California
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FILED
Superior Court of California
County of Alameda

04/14/2025

Clerk of Court, Executive Officer / Clerk of the Court

By: *Theresa Smith* Deputy
T. Smith

Case No.: 23CV041507

*Assigned for all purposes to the Honorable
Somnath Raj Chatterjee, Dept. 21*

**~~[PROPOSED]~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: March 4, 2025

Time: 2:30 p.m.

Dept.: 21

Reservation ID: 663481384297

Complaint Filed: August 25, 2023

FAC Filed: July 9, 2024

Trial Date: Not Set

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

[PROPOSED] ORDER

Plaintiff Femi Jordan's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion") came regularly for hearing on March 4, 2025 in Department 21 of the above-entitled Court, the Honorable Somnath Raj Chatterjee presiding. The Court, having considered Plaintiff's Motion, memorandum of points and authorities in support thereof, and supporting declarations filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the Stipulation and Settlement of Class and Representative PAGA Action attached as Exhibit 1 to the Declaration of S. Emi Minne in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Agreement"), as modified by the Amendment to Stipulation of Settlement of Class and Representative Action attached as Exhibit 2 to the Supplemental Declaration of S. Emi Minne in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. The Court finds the Agreement to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a final fairness hearing. All capitalized terms used herein shall have the same meaning as defined in the Agreement.

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

3. The Court preliminarily finds that the Agreement, including the allocations for the Class Counsel's Fees and Costs, Class Representative Incentive Award, Settlement Administration Costs, PAGA Settlement Amount, and payments to the Class Members and PAGA Settlement Members provided thereby, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Agreement and preliminarily finds that the monetary

1 settlement awards made available to the Class Members and PAGA Settlement Members are fair,
2 adequate, and reasonable when balanced against the probable outcome of further litigation relating to
3 certification, liability, and damages issues.

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

13 5. The Court conditionally certifies, for settlement purposes only, the Class, defined as
14 follows:

15 All current and former non-exempt or hourly-paid employees who were employed by
16 One Medical or 1Life in California at any time from February 28, 2019 to the date of
17 preliminary approval of the Agreement by the Court or, if applicable, the Alternate End
18 Date.

19 6. For purposes of settlement only, the Court designates Plaintiff Femi Jordan as the Class
20 Representative.

21 7. For purposes of settlement only, the Court designates Parker & Minne, LLP and
22 Lawyers for Justice, PC as Class Counsel.

23 8. The Court designates Phoenix Settlement Administrators. as the third-party Settlement
24 Administrator.

25 9. The Parties are ordered to implement the Agreement according to the terms of the
26 Agreement.

27 10. Within thirty (30) calendar days of the date of this Order, Defendants One Medical
28 Group and 1Life Healthcare, Inc. ("Defendants") shall provide the Settlement Administrator with the
Class List consisting of the following information for each Class Member: name, last known mailing

1 address, last known telephone number, Social Security number, dates of employment as a non-exempt
2 employee during the Class Period, total workweeks during the Class Period, total pay periods during
3 the PAGA Period, and other information necessary for the Settlement Administrator to calculate
4 settlement payments.

5 11. The Court approves, as to form and content, the Notice of Class Action Settlement
6 (“Notice Packet”) attached as **Exhibit A** to this Order.

7 12. The Court finds that the form of notice to the Class regarding the pendency of the action
8 and of the Agreement, the dates selected for mailing and distribution, and the methods of giving notice
9 to members of the Class, satisfy the requirements of due process, constitute the best notice practicable
10 under the circumstances, and constitute valid, due, and sufficient notice to all members of the Class.
11 The form and method of giving notice complies fully with the requirements of California Code of
12 Civil Procedure § 382, California Civil Code § 1781, California Rules of Court §§ 3.766 and 3.769,
13 the California and United States Constitutions, and other applicable law.

14 13. The Court further approves the procedures for Class Members to opt-out of or object
15 to the Agreement, as set forth in the Notice Packet and the Agreement. The procedures and
16 requirements for filing objections in connection with the Final Approval hearing are intended to ensure
17 the efficient administration of justice and the orderly presentation of any Class Member’s objection to
18 the Agreement, in accordance with the due process rights of all Class Members.

19 14. The Court directs the Settlement Administrator to mail the Notice Packet to the
20 members of the Class no later than fourteen (14) calendar days after receiving the Class List from
21 Defendant, in accordance with the terms of the Agreement.

22 15. The Notice Packet shall provide sixty (60) calendar days’ notice for Class Members to
23 submit disputes, opt-out of, or object to the Agreement. Class Members whose Notices are re-mailed
24 shall have between the later of (a) an additional fifteen (15) calendar days from the date the of re-
25 mailing (unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline
26 will be extended to the next day on which the U.S. Postal Service is open) or (b) the Response Deadline
27 to submit disputes, opt-out of, or object to the Agreement.
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1 16. The hearing on Plaintiff's Motion for Final Approval is scheduled in Department 21 of
2 this Court, located at 1225 Fallon Street, Oakland, California 94612, on
3 10/21/25, at 2:30 ~~a.m.~~ p.m.

4 17. At the Final Approval hearing, the Court will consider: (a) whether the Agreement
5 should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment
6 granting final approval of the Agreement should be entered; and (c) whether Plaintiff's application for
7 the proposed Class Representative Incentive Award, Settlement Administration Costs, and Class
8 Counsel's Fees and Costs, should be granted.

9 18. Counsel for the parties shall file memoranda, declarations, or other statements and
10 materials in support of their request for final approval of Plaintiff's application for the Class
11 Representative Incentive Award, Settlement Administration Costs, and Class Counsel's Fees and
12 Costs, prior to the hearing on Plaintiff's Motion for Final Approval of Settlement according to the
13 time limits set by the Code of Civil Procedure and the California Rules of Court.

14 19. The Court orders the following implementation schedule:

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Event	Date
Defendants to provide Class List to the Settlement Administrator no later than:	30 calendar days following preliminary approval
Settlement Administrator to mail the Class Notice to the Class no later than:	14 calendar days following provision of the Class List
Deadline for Class Members to submit disputes, request exclusion from, or object to the Agreement:	60 calendar days after mailing of the Class Notice

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23 20. Pending the Final Approval hearing, all proceedings in this Action, other than
24 proceedings necessary to carry out or enforce the terms and conditions of the Agreement and this
25 Order, are stayed.

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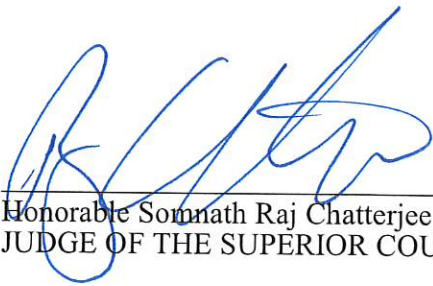
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1 21. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
2 connection with the administration of the Agreement which are not materially inconsistent with either
3 this Order or the terms of the Agreement.

4 **IT IS SO ORDERED.**

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6 DATED:

By:


Honorable Somnath Raj Chatterjee
JUDGE OF THE SUPERIOR COURT

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EXHIBIT A

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 wages
11 and other relief for a class of hourly or non-exempt employees ("Class Members") who worked for
12 either Defendant in California during the Class Period (from February 28, 2019 to the date of
13 preliminary approval by the Court or, if applicable, the Alternate End Date as set forth in Section 3.1
14 below); and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly
15 or non-exempt employees who worked for either Defendant in California during the PAGA Period
16 (the period from December 10, 2019 to the date of preliminary approval by the Court or, if
17 applicable, the Alternate End Date as set forth in Section 3.1 below) ("PAGA Settlement
18 Members").

19 Defendants deny the allegations and claims set forth in the Action. Nonetheless, Plaintiff and
20 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 to
22 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, the LWDA and
25 the State of California.

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 judgment that

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Released Class Claims against Defendants that are covered by this Settlement ("Released Class Claims" is defined in Section 3.8 of this Notice).
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. <i>See</i> 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.
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. <i>See</i> Section 7 of this Notice.
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.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [insert Response Deadline]	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, 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]. <i>See</i> Section 4 of this Notice.

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2 **1. WHAT IS THE ACTION ABOUT?**

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

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

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

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

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

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

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

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2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
- A. Up to \$694,750.00 (35% of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 to Plaintiff Femi Jordan, as Class Representative Incentive Award for filing the Action, working with Class Counsel, and representing the Class.
 - C. Up to \$15,000.00 to the Settlement Administrator for services administering the Settlement.
 - D. Up to \$200,000.00 for PAGA Penalties, allocated 75% to the LWDA and 25% to 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.

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

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

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

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5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check

1 expires (the void date). If you don't cash it by the void date, your check will be
2 automatically cancelled, and the monies will be irrevocably lost to you because they will be
3 distributed to Centro Legal de la Raza, the non-profit organization designated as the cy pres
4 recipient.

5 6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the
6 Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment.
7 It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and
8 Defendants have agreed that, in either case, the Settlement will be void: Defendants will not
9 pay any money and Class Members will not release any claims against Defendants.

10 7. Settlement Administrator. The Court has appointed a neutral company, Phoenix Settlement
11 Administrators (the "Administrator") to send this Notice, calculate and make payments, and
12 process Class Members' Requests for Exclusion. The Settlement Administrator will also
13 decide Class Member challenges over Workweeks and/or PAGA Pay Periods, mail and re-
14 mail settlement checks and tax forms, and perform other tasks necessary to administer the
15 Settlement. The Settlement Administrator's contact information is contained in Section 9 of
16 this Notice.

17 8. Participating Class Members' Released Class Claims. After the Judgment is final and
18 Defendants have fully funded the Gross Settlement, Participating Class Members shall
19 release the "Released Parties" from the "Released Class Claims". This means that unless
20 you opted out by validly excluding yourself from the Class Settlement, you cannot sue,
21 continue to sue, or be part of any other lawsuit against Defendants or related entities for
22 wages based on the Class Period facts and claims, as alleged in the Action and resolved by
23 this Settlement.

24 The "Released Parties" include Defendants and each of their parent, subsidiary, related,
25 affiliated, predecessor, and successor companies/entities and each of their respective past,
26 present, and future agents, employees, clients, officers, directors, managing agents,
27 members, owners (whether direct or indirect), principals, fiduciaries, partners, trustees,
28 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 and alleged joint
employers, common law employers, potential and alleged common law employers, dual
employers, co-employers, potential and alleged co-employers, contractors, affiliates, service
providers, alter-egos, potential and alleged alter egos, vendors, affiliated organizations, any
person and/or entity with potential or alleged to have joint liability.

The "Released Class Claims" means all claims and liability theories under state, federal, or
local law (including but not limited to, those under the California Labor Code, Wage
Orders, regulations, and/or other provisions of law) asserted in the Litigation and/or arising
from or related to the facts pleaded, primary rights alleged, and/or claims alleged in the
Litigation, or that reasonably could have been asserted based on the facts pleaded, primary
rights alleged, and/or claims alleged in the now-operative complaints in the Litigation,
including for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2)
failure to provide meal periods and/or pay meal period premiums under Labor Code §§
226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor
Code §§ 226.7; (4) failure to pay minimum wages for all hours worked under Labor Code

1 §§ 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code §§ 201,
2 202, and 203; (6) failure to timely pay wages during employment under Labor Code §§ 204,
3 210; (7) failure to provide accurate, itemized wage statements under Labor Code § 226; (8)
4 failure to keep requisite payroll records under Labor Code § 1174(d); (9) failure to
5 reimburse business expenses under Labor Code §§ 2800 and 2802; (10) violation of
6 California's Unfair Competition Law under Business and Professions Code § 17200
7 predicated on violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510,
8 512(a), 1174(d), 1194, 1197, 1197.1, 2800, and 2802. This release is limited to claims
9 arising during the Class Period, and excludes the release of claims not permitted by law.

- 10 9. The LWDA and the State of California's Released PAGA Claims. After the Court's judgment
11 is final, and Defendants have paid the Gross Settlement, the LWDA and the State of
12 California will release the Released Parties from the "PAGA Released Claims".

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

- 25 10. Plaintiff's General Release Payment. In addition to the releases provided by the Class and
26 PAGA Settlement, Plaintiff, in her individual capacity only, has entered into a separate
27 general release of all claims she has against Defendants, under which she will receive a
28 payment in the amount of \$10,000.00. The general release payment to Plaintiff is being paid
by Defendants separately from the Gross Settlement Amount, and will not affect the amount
you receive from the Settlement.

29 4. **HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY 30 PAYMENT?**

- 31 1. Individual Settlement Payments. The Settlement Administrator will calculate Individual
32 Settlement Payments by using the following formula: Individual Settlement Payment =
33 (Individual Workweeks ÷ Total Class Workweeks) × Net Settlement Amount.
- 34 2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA
35 Payments by using the following formula: Individual Settlement Payment = (Individual Pay
36 Periods ÷ Total PAGA Settlement Members Pay Periods) × 25% of the PAGA Settlement
37 Amount.
- 38 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

1 the number of Workweeks or pay periods reported in this notice are inaccurate, you may
2 submit a written dispute to the Settlement Administrator.

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

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

13 5. HOW WILL I GET PAID?

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

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

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

21 To opt-out of the Class Settlement, you must submit a written and signed letter request for
22 exclusion from the Settlement to the Settlement Administrator via mail, facsimile, or email. The
23 request for exclusion must include your name, present address, telephone number, last four digits of
24 your Social Security Number and/or your employee ID Number, the name of the Action (*Femi Jordan*
25 *v. One Medical Group, Inc. and 1Life Healthcare, Inc.*, Alameda County Superior Court Case No.
26 23CV041507), and a simple statement that you do not want to participate in the Settlement (for
27 example, "I wish to exclude myself from the class settlement reached in the matter of *Jordan v. One*
28 *Medical Group, Inc.* I understand that by excluding myself, I will not receive money from the
settlement of my individual claims.") You must sign the request yourself, or it will be deemed invalid.
A request to be excluded from the Class Settlement must be sent by no later than [insert
Response Deadline], or it will be invalid. You cannot exclude yourself by phone. Section 9 of the
Notice has the Settlement Administrator's contact information.

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

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

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

17 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

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

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the
proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement
documents is to go to the Settlement Administrator's website at [insert website]. You can also
telephone or send an email to Class Counsel or the Settlement Administrator using the 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.

Settlement Administrator:

Name of Company:

1 Email Address:
2 Mailing Address:
3 Telephone:
4 Fax Number:

4 **Class Counsel:**

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21 arby@calljustice.com
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23 vartan@calljustice.com

19 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT
20 THE SETTLEMENT.**

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

22 If you lose or misplace your settlement check before cashing it, the Settlement Administrator
23 will replace it as long as you request a replacement before the void date on the face of the original
24 check. You must request a replacement before the void date. Any funds from checks that remain
25 uncashed after the void date will be distributed to Centro Legal de la Raza.

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

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