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Attorneys for Plaintiffs

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

CHUMANI BROWN, individually, and on
behalf of other members of the general
public similarly situated, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;
OSCAR MORALES, individually, and on
behalf of other members of the general
public similarly situated;

Plaintiffs,

vs.

MED ONE GROUP, an unknown business
entity; MED ONE CAPITAL, INC., an
unknown business entity; MED ONE
CAPITAL FUNDING, LLC, an unknown
business; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: RG21095229

Honorable Brad Seligman
Department 22

CLASS ACTION

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

Reservation ID: A-21095229-001
Date: October 22, 2024
Time: 3:00 p.m.
Department: 22

Complaint Filed: April 6, 2021
FAC Filed: January 23, 2023
SAC Filed: July 15, 2024
Trial Date: None Set

1 This matter has come before the Honorable Brad Seligman in Department 22 of the Superior
2 Court of the State of California, for the County of Alameda, on October 22, 2024, at 3:00 p.m. for
3 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Lawyers *for* Justice, PC
4 appears as counsel for Plaintiff Chumani Brown, individually and on behalf of other members of the
5 general public similarly situated and on behalf of other aggrieved employees pursuant to the
6 California Private Attorneys General Act, and Plaintiff Oscar Morales, individually and on behalf
7 of other members of the public similarly situated (collectively, "Plaintiffs" or "Class
8 Representatives"), and O'Hagan Meyer LLP appears as counsel for Defendants Med One Group,
9 Med One Capital Funding, LLC, and Med One Capital, Inc. (collectively, "Defendants").

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

13 **IT IS HEREBY ORDERED THAT:**

14 1. The Court preliminarily approves the First Amended Joint Stipulation of Class
15 Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement
16 Agreement"), attached as "**EXHIBIT 1**" to the Declaration of Tara Zabehe in Support of Plaintiffs'
17 Motion for Preliminary Approval of Class Action Settlement. This is based on the Court's
18 determination that the Settlement falls within the range of possible approval as fair, adequate, and
19 reasonable.

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

23 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
24 and reasonable. It appears to the Court that extensive investigation and research has been conducted
25 such that counsel for the parties at this time are able to reasonably evaluate their respective positions.
26 It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs
27 by all parties, as well as avoid the delay and risks that would be presented by the further prosecution
28

of the case. It further appears that the Settlement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Class Counsel's Fees and Costs, Class Representatives Incentive Payments, LWDA Payment, Settlement Administration Costs, and payments to the Class Members and PAGA 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 Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

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

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

(1) All individuals who are current or former hourly-paid, non-exempt employees of Med One who worked in California at any time from April 1, 2020 to May 8, 2022 ("Hourly Class Members"); and (2) all individuals who are current or former salaried customer relation specialists employees of Med One who were classified as "exempt" and worked in California at any time from April 6, 2017 to May 8, 2022 ("Salaried Class Members") (together, "Class Members"). .

7. The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the Class

1 (“Class Counsel”).

2 8. The Court provisionally appoints Plaintiff Chumani Brown and Plaintiff Oscar
3 Morales as the representatives of the Class (“Class Representatives”).

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

6 10. Within thirty (30) calendar days of the date of this Order, Defendant shall provide
7 the Settlement Administrator with the following information about each Class Member: last known
8 full name, last known mailing address, last known telephone number (if available), Social Security
9 number, start, end, and re-hire dates of employment as a Class Member during the Class Period, and
10 such other information as is necessary for the Settlement Administrator to be able to calculate
11 individual Class Member Workweeks (collectively referred to as the “Class List”) in conformity
12 with the Settlement Agreement.

13 11. The Court approves, both as to form and content, the Notice of Class Action
14 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
15 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
16 Class Notice appears to fully and accurately inform the Class Members of all material elements of
17 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a
18 Request for Exclusion, of Class Members’ right to dispute the Workweeks credited to each of them,
19 and of each Participating Class Member’s right and opportunity to object to the Class Settlement by
20 submitting a written Objection to the Settlement Administrator and/or appearing at the Final
21 Approval Hearing to present an objection orally. The Court further finds that distribution of the
22 Class Notice substantially in the manner and form set forth in the Settlement Agreement and this
23 Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the
24 requirements of due process and shall constitute due and sufficient notice to all persons entitled
25 thereto. The Court further orders the Settlement Administrator to mail the Class Notice by First-
26 Class U.S. mail to all Class Members within fourteen (14) calendar days of receipt of the Class List,
27 pursuant to the terms set forth in the Settlement Agreement.

28 12. The Court hereby preliminarily approves the proposed procedure, set forth in the

Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting a timely written Request for Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no later than the date which is sixty (60) calendar days from the initial mailing of the Class Notice to Class Members (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline will be extended by fifteen (15) additional calendar days. Any such person who timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or comment thereon. Class Members who have not submitted a timely and valid request to be excluded from the Class Settlement (i.e., Participating Class Members) shall be bound by the Class Settlement and any final judgment based thereon.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department 22 of the Alameda County Superior Court, located at the Administration Building at 1221 Oak Street, Oakland, California 94612, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the above-captioned action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA Members; and determine whether to finally approve the requests for the Class Counsel’s Fees and Costs, Class Representative Incentive Payment, and Settlement Administration Costs.

14. Class Counsel shall file a motion for final approval of the Settlement and for Class Counsel’s Fees and Costs, Class Representatives Incentive Payments, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator’s declaration, by _____, to be heard at the Final Approval Hearing.

15. To object to the Class Settlement, a Class Member may submit a written Objection

1 to the Settlement Administrator on or before the Response Deadline and/or may appear at the Final
2 Approval Hearing to state their objection to the Class Settlement orally. A written Objection must
3 be signed and must contain the information that is required, as set forth in the Class Notice, including
4 and not limited to the grounds for the Objection. In addition to, or in lieu of a written Objection in
5 the manner and by the deadline specified herein, the Class Member may appear at the Final Approval
6 Hearing to state their objection to the Class Settlement orally.

7 16. The Settlement is not a concession or admission, and shall not be used against
8 Defendants as an admission or indication with respect to any claim of any fault or omission by
9 Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any
10 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
11 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
12 deemed to be in evidence for any purpose adverse to the Defendants, including, but not limited to,
13 evidence of a presumption, concession, indication or admission by Defendants of any liability, fault,
14 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
15 implementation, interpretation, or enforcement of the Settlement.

16 17. In the event the Settlement does not become effective in accordance with the terms
17 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
18 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
19 vacated, and the Parties shall revert back to their respective positions as of before entering into the
20 Settlement Agreement.

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

25 **IT IS SO ORDERED.**

26
27 Dated: September __, 2024

By:

The Honorable Brad Seligman
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

***Chumani Brown, et al. v. Med One Group et al.* Superior Court of California for the County of Alameda, Case No. RG21095229**

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Chumani Brown ("Plaintiff Brown"), Plaintiff Oscar Morales ("Plaintiff Morales") (collectively "Plaintiffs") and Defendants Med One Group, Med One Capital, Inc., and Med One Capital Funding, LLC (collectively, "Med One" or "Defendants") (together, Plaintiffs and Defendants are referred to as the "Parties") in the case entitled *Chumani Brown, et al. v. Med One Group et al.*, Alameda County Superior Court, Case No. RG21095229 (the "Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the Settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means (1) all individuals who are current or former hourly-paid, non-exempt employees of Med One who worked in California at any time from April 1, 2020 to May 8, 2022 ("Hourly Class Members"); and (2) all individuals who are current or former salaried customer relations specialist employees of Med One who were classified as "exempt" and worked in California at any time from April 6, 2017 to May 8, 2022 ("Salaried Class Members").

"Class Member" means a member of the Class.

"Class Period" means the period from April 1, 2020 to May 8, 2022 for the Hourly Class Members, and April 6, 2017 to May 8, 2022 for the Salaried Class Members.

"Class Settlement" means the settlement and resolution of Released Class Claims (described in Section III.D below).

"PAGA Members" means (1) all individuals who are current or former hourly-paid, non-exempt employees of Med One who worked in California at any time from April 1, 2020 to May 8, 2022 ("Hourly PAGA Members"); and (2) all individuals who are current or former salaried customer relations specialist employees of Med One who were classified as "exempt" and worked in California from January 28, 2020 to May 8, 2022 ("Salaried PAGA Members").

"PAGA Settlement" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"PAGA Period" means April 1, 2020 to May 8, 2022 for Hourly PAGA Group Members, and January 28, 2020 to May 8, 2022 for Salaried PAGA Group Members.

II. BACKGROUND OF THE ACTION

On January 28, 2021, Plaintiff Brown provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that she contends were violated ("LWDA Letter"). On April 6, 2021, Plaintiff Brown filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698 Et Seq. in the Alameda County Superior Court, Case No. RG21095229. On January 23, 2023, Plaintiff Brown filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("First Amended Complaint"). On July 15, 2024, Plaintiff Brown and Plaintiff Morales filed a Second Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General

Act, California Labor Code § 2698, *Et Seq.* (“Second Amended Complaint”). Plaintiffs allege that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* (“PAGA”) Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendants deny all of the allegations in the Action or that they violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Chumani Brown and Plaintiff Oscar Morales as representatives of the Class (“Class Representatives”), and the following counsel as counsel for the Class (“Class Counsel”):

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Tara Zabehi, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiffs, Class Members, or PAGA Members. Plaintiffs and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, PAGA Members, and the State of California. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Four Hundred Fifty Thousand Dollars (\$450,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$157,500.00) and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) (together, “Class Counsel’s Fees and Costs”) to Class Counsel; (2) Class Representatives Incentive Payments in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to each Plaintiff for their services in the Action (“Class Representatives Incentive Payment”); (3) Settlement Administration Costs in an amount not to exceed Eight Thousand Dollars (\$8,000.00) to the Settlement Administrator (“Settlement Administration Costs”); and (4) the amount of One Hundred Thousand Dollars (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalties”). The PAGA Penalties will be distributed 75% (i.e., \$75,000.00) to the LWDA (“LWDA Payment”)

and the remaining 25% (i.e., \$25,000.00) will be distributed to PAGA Members (“Employee PAGA Portion”).

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks each Class Member worked at Med One during the Class Period (“Workweeks”). The Settlement Administrator has divided each Class Member’s individual Workweeks by the total Workweeks of all Class Members, and multiplied the resulting fraction by the Net Settlement Amount to arrive at each Class Member’s estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Participating Class Members”) will be issued their payment of their final Individual Settlement Payment. PAGA Members shall be issued payment of their Individual PAGA Payments regardless of whether they request exclusion from (opt out of) the Class Settlement.

Each Individual Settlement Share will be allocated as thirty-three and one third percent (33.33%) wages, which will be reported on an IRS Form W-2, and sixty-six and two thirds percent (66.66%) penalties, interest, and non-wage damages, which will be reported by the Settlement Administrator on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Share. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Shares (“Employer Taxes”) will be paid by Defendants separately and in addition to the Gross Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Portion (“Individual PAGA Payment”), based on the number of workweeks of each PAGA Member during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator has divided each PAGA Member’s individual PAGA Workweeks by the total PAGA Workweeks of all PAGA Members and multiplied the resulting fraction by the Employee PAGA Portion to arrive at each PAGA Member’s Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported by the Settlement Administrator on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendants’ Records

According to Defendants’ records:

During the period from April 1, 2020 to May 8, 2022, you are credited as having worked [_____] Workweeks, as an Hourly Class Member.

During the period from April 1, 2017 to May 8, 2022, you are credited as having worked [_____] Workweeks, as a Salaried Class Members.

During the period from April 1, 2020 to May 8, 2022, you are credited as having worked [_____] PAGA Workweeks, as an Hourly PAGA Member.

During the period from January 28, 2020 to May 8, 2022, you are credited as having worked [_____] PAGA Workweeks, as a Salaried PAGA Member.

If you wish to dispute the Workweeks credited to you, you must submit a written Workweeks dispute (“Workweeks dispute”) that: (1) contains the title of the Action (*Chumani Brown, et al. v. Med One Group et al.*, RG21095229) or something similar to the title of the Action (e.g. “*Chumani Brown, et al. v. Med One Group et al.*”); (2) contains your full name, address, telephone number, signature, date, and last four digits of your Social Security number; (3) contains a clear statement explaining that you dispute the number of Workweeks credited to you during the Class Period and/or the PAGA Period; (4) attaches any available documentation to support your position; and (5) is submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than [Response**

Deadline]

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on the number of Workweeks and/or PAGA Workweeks credited to you.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED].
The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.**

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the Effective Date, Plaintiffs and all Participating Class Members waive, release, and discharge Released Parties of any and all Released Class Claims for the Class Period.

Upon the Effective Date, Plaintiffs, the State of California with respect to PAGA Members, and all PAGA Members, waive, release and discharge Released Parties of any and all Released PAGA Claims for the PAGA Period.

“Released Class Claims” means any and all claims, demands, rights, liabilities and causes of action against the Released Parties that were pled in the Operative Complaint, or which could have been pled in the Operative Complaint based on the factual allegations therein, that arose during the Class Period, including but not limited to causes of action for failure to pay overtime wages (Cal. Lab. Code §§ 204, 510, 1194, 1197, 1198, and applicable provisions of the relevant Industrial Wage Order); failure to provide meal periods and associated premium payments (Cal. Lab. Code §§ 226.7, 512, and applicable provisions of the relevant Industrial Wage Order); failure to provide rest periods and associated premium payments (Cal. Lab. Code §§ 226.7, 512, 516, and applicable provisions of the relevant Industrial Wage Order); failure to pay minimum wage (Cal. Lab. Code §§ 558, 1194, 1197, 1197.1, 1198 and applicable provisions of the relevant Industrial Wage Order); failure to timely pay wages upon termination of employment and waiting time penalties (Cal. Lab. Code §§ 201, 202, 203); failure to timely pay wages during employment (Cal. Lab. Code §§ 204); failure to furnish accurate wage statements (Cal. Lab. Code § 226, *et seq.*); failure to keep requisite payroll records (Cal. Lab. Code § 1174); failure to reimburse business expenses (Cal. Lab. Code §§ 2800, 2802); all claims for unfair competition (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) based on the aforementioned alleged California Labor Code violations, and all claims for attorneys’ fees and costs relating to the Released Class Claims, that could have been premised on the facts, claims, causes of action or legal theories described above.

“Released PAGA Claims” means all claims, demands, rights, liabilities and causes of action for civil penalties under California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698 *et seq.*) against the Released Parties, based on the January 28, 2021 Notice to the Labor & Workforce Development Agency, that arose during the PAGA Period, including but not limited to claims for civil penalties for violations of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and applicable Wage Orders of the Industrial Welfare Commission, including but not limited to Industrial Welfare Commission Wage Order Nos. 4-2001 and 7-2001, and all related claims for attorneys’ fees and costs.

“Released Parties” means Defendants and each of their parent companies, subsidiaries, affiliates, d/b/a’s, current and former management companies, shareholders, members, owners, agents (including without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), and any of their predecessors, successors, and assigns.

E. Attorneys’ Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Gross Settlement Amount

(i.e., an amount of up to \$157,500.00) and reimbursement of litigation costs and expenses in an amount of up to Twenty Thousand Dollars (\$20,000.00) (together “Class Counsel’s Fees and Costs”), subject to approval by the Court. The Class Counsel’s Fees and Costs awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, the Class Members, the PAGA Members, and the State of California on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Class Representatives Incentive Payment to Plaintiffs

Plaintiffs will seek the amount of Seven Thousand Five Hundred Dollars (7,500.00) each, in recognition of their services in connection with the Action (“Class Representatives Incentive Payment”). The Class Representatives Incentive Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to any Individual Settlement Payment and/or Individual PAGA Payment that they may be entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Costs of administering the Settlement are estimated not to exceed Eight Thousand Dollars (\$8,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and PAGA Members of the Settlement, processing Requests for Exclusion, Objections, and Workweeks disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above. Class Members who opt-out of the Class Settlement, and how are also PAGA Members, shall still be bound to the PAGA Settlement and Judgment with respect to the PAGA Released Claims.

Class Members and PAGA Members will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must: (1) contain your full name, address, telephone number, and last four digits of your Social Security number, your signature, and the date; (2); contain a clear statement referencing the case title of the Action (*Chumani Brown, et al. v. Med One Group et al.*, RG21095229) and requesting to be excluded from the Class Settlement, similar to the following: “I wish to exclude myself from the class settlement reached in the matter of *Chumani Brown, et al. v. Med One Group.*”; and (3) be sent to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]

[Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and validly Request for

Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do *not* submit a Request for Exclusion will be deemed Participating Class Members, and will be bound by all terms of the Class Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Members will be bound by the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion from the Class Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement, as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator (“Objection”) or presenting your objection at the Final Approval Hearing.

An Objection must: (1) contain the title of the Action (*Chumani Brown, et al. v. Med One Group et al.*, RG21095229) or something similar to the title of the Action (e.g., “*Chumani Brown, et al. v. Med One Group et al.*”); (2) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) clearly state all grounds for your objection and include legal support, if any, for your objection; (4) state whether you intend to appear at the Final Approval Hearing, either in person or through counsel; (5) if represented by separate counsel, the name, address, bar number, and telephone number of your representing attorney; and (6) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 22 of the Alameda Superior Court, located at Administration Building, 1221 Oak Street, Oakland, California 94612, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Class Counsel’s Fees and Costs, Class Representatives Incentive Payment to both Plaintiffs, LWDA Payment to the LWDA, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk’s office, located at 1221 Oak Street, Oakland, California 94612, during business hours, or by online by visiting the following website: <https://eportal.alameda.courts.ca.gov/>.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**