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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

DAMON COFFEY and BRANDIE
LUKOFNAK,

Plaintiffs,

v.

SOUTHERN CALIFORNIA PERMANENTE
MEDICAL GROUP and DOES 1-10, inclusive,

Defendants.

) Case No.: 37-2020-00029409-CU-OE-CTL

)
)
) **DECLARATION OF SARA**
) **SCHWERMER-SWEEN**
) **FOR RUST CONSULTING, INC.**

)
) Hearing Date: May 24, 2024
) Hearing Time: 9:00 a.m.
) Judge: Hon. Blaine K. Bowman
) Dept.: C-74
) Action Filed: August 21, 2020
) Trial Date: Not Set
)

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Parnian Vafaeenia
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Attorneys for Defendants, SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP

1 I, Sara Schwermer-Sween, declare as follows:

2 1. I am a Program Manager for Rust Consulting, Inc. ("Rust"). My business address
3 is 920 2nd Ave S, Suite 400, Minneapolis, Minnesota 55402. My telephone number is (612) 359-
4 2077. I am over twenty-one years of age and am authorized to make this declaration on behalf of
5 Rust and myself.

6 2. Rust has extensive experience in class action matters, having provided services in
7 class action settlements involving antitrust, securities fraud, property damage, employment
8 discrimination, employment wage and hour, product liability, insurance and consumer issues. We
9 have provided notification and/or claims administration services in more than 8,000 cases. Of
10 these, over 3,750 were Labor & Employment cases.

11 3. Rust was engaged by Counsel for the Plaintiffs and Counsel for the Defendants
12 (collectively the "Parties") to provide notification services in the *Damon Coffey v. Southern*
13 *California Permanente Medical Group* Settlement ("Settlement"). Duties included: a) preparing,
14 printing and mailing of the Notice Of Class Action Settlement ("Class Notice"); b) tracking of opt-
15 outs, objections, and Challenges c) arrange for the creation and maintenance of a publicly
16 available website; and d) for such other tasks as the Parties mutually agree or the Court orders
17 Rust to perform.

18 4. Rust obtained a mailing address of Coffey v SCPMG Administrator, c/o Rust
19 Consulting, Inc. - 8565, P.O. Box 2396, Faribault, Minnesota 55021-9096 to receive opt -outs,
20 objections, Challenges and undeliverable Class Notices and other communications regarding the
21 Settlement.

22 5. Rust obtained a toll-free telephone number of (866) 681-3998 for Class Members
23 to call with questions regarding the Settlement. The toll-free telephone number was included in the
24 Class Notice.

25 6. Rust obtained a facsimile number of (248) 733-6433 for receiving communications
26 about the Settlement. The facsimile number was included in the Class Notice.

1 7. Rust obtained an email address of info@coffeyvscpmgsettlement.com for receiving
2 communications about the Settlement. The email address was included in the Class Notice.

3 8. Rust obtained a website address of <http://coffeyvscpmgsettlement.com/> and set up a
4 website for the Settlement. The website included the Class Notice, Order and Settlement
5 Agreement for viewing, downloading and/or printing and additional information about the
6 Settlement. The website address was included in the Class Notice.

7 9. On or about January 30, 2024, Rust received text for the Notice from Counsel. A
8 draft of the formatted Class Notice and was prepared by Rust and approved by the Parties.
9 Attached as Exhibit A is a copy of the final Class Notice.

10 10. On or about February 20, 2024, Counsel for the Defendants provided Rust with a
11 mailing list containing Class Member's names, last known addresses, Social Security Numbers
12 and applicable employment information ("Class List"). The Class List contained data for 59,072
13 potential Class Members.

14 11. The mailing addresses contained in the Class List were processed and updated
15 utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal
16 Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In
17 the event that any individual had filed a U.S. Postal Service change of address request, the address
18 listed with the NCOA would be utilized in connection with the mailing of the Class Notice.

19 12. On March 18, 2024, Class Notices were mailed to 59,072 Class Members contained
20 in the Class List via First Class mail. The Class Notice advised Class Members that they could
21 opt-out, objection and/or Challenge postmarked by May 2, 2024.

22 13. Rust performed 1,257 address traces on Class Notices returned as undeliverable for
23 the first time as of May 2, 2024. The address trace utilizes the Class Member's name, previous
24 address and Social Security Number for locating a current address. Of the 1,257 traces performed,
25 1,000 more current addresses were obtained and Class Notices were promptly re-mailed to those
26 Class Members via First Class mail. Of the 1,257 traces performed, Rust did not obtain updated
27 addresses for 257 undeliverable Class Notices. Of the 1,000 Class Notices mailed to a more
28

1 current address identified from trace, one (1) Class Notice were returned to Rust as undeliverable a
2 second time. As of this date, 258 Class Notices remain undeliverable.

3 14. As of this date, Rust received one (1) request to re-mail the Class Notice which was
4 promptly re-mailed via First Class mail.

5 15. As of this date, 60 Class Notices were returned by the Post Office with forwarding
6 addresses attached as of May 2, 2024. Rust promptly re-mailed Class Notices to those Class
7 Members via First Class mail.

8 16. As of this date, Rust received 83 opt-outs. Of the opt-outs received, 82 were
9 received on or before May 2, 2024. Of the opt-outs received, one (1) was received after May 3,
10 2024 and was accepted by all counsels. Please see Exhibit B for names of those 83 opt-outs

11 17. As of this date, Rust received zero (0) objection. No objections were received on
12 or before May 2, 2024.

13 18. The total number of workweeks worked by Participating Class Members during the
14 Class Period is 5,641,164. The Net Settlement Amount available to Participating Class Members
15 is estimated to be \$5,927,666.67 and was calculated by subtracting the requested Class Counsel
16 Fees Payment (\$3,323,333.33), the amount requested for Class Counsel Litigation Expense
17 Payment (\$65,000.00), the requested Class Representative Service Payment (\$20,000.00), the
18 requested Administration Expenses Payment (\$159,000.00), the PAGA Penalties payment
19 (\$225,000.00), and the PAGA Subclass Penalties payment (\$56,250.00) from the Gross Settlement
20 Amount (\$9,970,000.00).

21 19. The highest Individual Class Payment to a Participating Class Member is currently
22 estimated to be approximately \$197.55, the average Individual Class Payment is currently
23 estimated to be approximately \$119.19, and the lowest Individual Class Payment is currently
24 estimated to be approximately \$1.05. These amounts are subject to employee-side tax and
25 withholdings.

26 20. As of this date, seven (7) self-identifying Class Members, who were not included in
27 the Class List, have contacted Rust to request inclusion in the Settlement Class ("self-ids"). Per
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1 the instruction Rust received from Counsel, the information regarding these seven (7) self-ids was
2 forwarded to Counsel for the Defendant for research to determine if the self-ids are included in the
3 Settlement Class, which Rust received a decline on seven (7).

4 21. The total cost for the administration of this Settlement, including fees incurred and
5 future costs for completion of the administration is estimated to be \$159,000.00.

6 22. I declare under penalty of perjury that the above is true and correct to the best of
7 my knowledge and that this Declaration was executed this 7th day of May 2024, at Minneapolis,
8 MN.

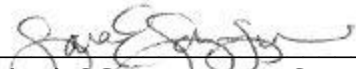
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12 SARA SCHWERMER-SWEEN
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Exhibit A

COFFEY V SCPMG ADMINISTRATOR
C/O RUST CONSULTING INC - 8565
PO BOX 2396
FARIBAULT MN 55021-9096

IMPORTANT LEGAL MATERIALS

Claimant ID #: <<barcode39>>



- UAA - <<SequenceNo>>

★ B A R C O D E 3 9 ★
<<Name1>>
<<Name2>>
<<Name3>>
<<Name4>>
<<Address1>>
<<Address2>>
<<Address3>>
<<City>> <<State>> <<Zip10>>
<<CountryName>>

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS THIS NOTICE MAY AFFECT YOUR RIGHTS

DAMON COFFEY and BRANDIE LUKOFNAK,
individually, and on behalf of other members of the
public similarly situated,

Plaintiffs,

vs.

SOUTHERN CALIFORNIA PERMANENTE
MEDICAL GROUP, a California partnership and
DOES 1-10, inclusive,

Defendants

CASE No. 37-2020-00029409-CU-OE-CTL

JUDGE: Honorable Keri Katz

DEPARTMENT: C-74

NOTICE OF CLASS ACTION SETTLEMENT

I. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in the case entitled *Damon Coffey and Brandie Lukofnak v. Southern California Permanente Medical Group*, Case No. 37-2020-00029409-CU-OE-CTL (the "Action").

This notice is also to inform you of the proposed Settlement of the Action. The notice is also intended to (i) describe the Settlement, including how the Settlement monies will be allocated and how the Settlement may affect you; and (ii) advise you of your rights and options with respect to the Settlement.

You are receiving this notice by order of the Court because the records of Southern California Permanente Medical Group (hereinafter "SCPMG"), indicate that you are a current or former non-exempt employee of SCPMG, who worked in California during the time period of August 21, 2016 to February 5, 2024. As a result, **you are eligible to receive a portion of the settlement amount.**

This is **not** a notice of a lawsuit against you. **You are not being sued.**

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 Class Payment and a share of the FLSA Payment, the Subclass Payment (if any), the PAGA Allocation, and the PAGA Subclass Allocation (if any). In exchange, you will give up your right to assert the wage claims against SCPMG that are covered by this Settlement (set forth in Section IV, below). Your estimated Individual Class Payment is \$<<EstAward>>. Additional information is set forth below in Section IV, below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Response Deadline is <u>May 2, 2024</u>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement and the Subclass Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Class Settlement, the Subclass Settlement, or the FLSA Settlement and you will not be bound by the Class Settlement, the Subclass Settlement, or the FLSA Subclass Settlement. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section VII of this Notice. However, you cannot opt-out of the PAGA portion or the PAGA Subclass portion of the proposed Settlement. If you are a PAGA Group Member and/or a PAGA Subclass Member and exclude yourself, you will still be paid your share of the PAGA Allocation and/or PAGA Subclass Allocation and will remain subject to the Released PAGA Claims and Released PAGA Subclass Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by the Response Deadline <u>May 2, 2024</u>	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section VII of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on <u>May 24, 2024</u> at 8:30 a.m., at the San Diego County Superior Court, located at the Hall of Justice, 330 West Broadway, San Diego, California 92101, in Department 74 before Judge Keri Katz. This hearing may change as explained below in Section 7. 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 or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section VII of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by the Response Deadline <u>May 2, 2024</u>	The amount of your Individual Class Payment, PAGA Group Payment, PAGA Subclass Payment, and FLSA Subclass Payment (if any) depend on how many workweeks and/or pay periods you worked during the relevant timeframes. The number of Class Period workweeks and pay periods you worked according to SCPMG's records is stated in Section IV of this Notice. If you disagree with these numbers, you must challenge them by May 2, 2024. See Section IV of this Notice.

II. WHAT IS THE LAWSUIT ABOUT?

In August, 2020, a former SCPMG employee in California filed a lawsuit (the “Action”) in which he sought penalties for alleged violations of California wage-and-hour laws as to himself and other alleged “aggrieved employees.” In January 2021, Plaintiff amended his complaint to add claims on behalf of a class of all current and former non-exempt employees of SCPMG in California.

The Action alleges that the class members were not paid regular, minimum, or overtime wages or final wages upon separation from employment, as required by California law; were not provided meal and rest periods under the California Labor Code and Wage Orders; were not reimbursed for all business-related expenses; and, were not provided wage statements with information specified in the California Labor Code. The lawsuit also seeks penalties under California’s Private Attorneys General Act (“PAGA”) set forth in California Labor Code §§ 2699 *et seq.*

The individuals who are suing SCPMG (Damon Coffey and Brandie Lukofnak) are referred to in this document as “Plaintiffs.” Plaintiffs’ attorneys, Sullivan & Yaeckel Law Group, APC and Blumenthal, Nordrehaug, Bhowmik De Blouw, LLP, have been litigating the Action in State Court prior to this settlement.

SCPMG maintains that class members have been paid all monies that were due to them, maintains that it has complied with California’s wage-and-hour laws, and denies all wrongdoing.

The Court has not ruled on whether Plaintiffs’ allegations have any merit. However, in order to avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiffs and SCPMG have negotiated a settlement whereby SCPMG has agreed to pay up to **\$9,970,000.00** to resolve the matter. As a Class Member, Subclass Member, FLSA Subclass Member, PAGA Group Member, and/or PAGA Subclass Member, you are eligible to receive a portion of this amount.

This settlement is **not** an admission by SCPMG of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

All non-exempt persons who were employed by SCPMG in the State of California at any time during the Class Period (defined as July 8, 2020 through February 5, 2024 (the “Class Members”).

All non-exempt persons who were employed by SCPMG in the State of California at any time during the Sub-Class Period (defined as August 21, 2016 through July 7, 2020) (the “Sub-Class Members.”).

All non-exempt persons who were employed by SCPMG in the State of California at any time from July 8, 2020 through February 5, 2024 (the “PAGA Group Members”).

The “PAGA Subclass Members” consist of all non-exempt persons who were employed by SCPMG in the State of California at any time from June 23, 2019 through July 7, 2020 (the “PAGA Sub-Class Period”).

All non-exempt persons who were employed by SCPMG in the State of California at any time from August 21, 2017 through February 5, 2024 (the “FLSA Subclass Members”).

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the Parties’ proposed settlement, the following will occur if the settlement is given final approval by the Court:

- A. SCPMG will pay up to **Nine Million Nine Hundred Seventy Thousand Dollars** (\$9,970,000.00) to settle the claims of all Class Members, Subclass Members, FLSA Subclass Members, PAGA Group Members, and/or PAGA Subclass Members.
- B. An Administrator has been appointed by the Court to administer the settlement. The Administrator will pay from the \$9,970,000.00 settlement the following amounts: (1) Plaintiffs’ counsel’s attorneys’ fees, up to one-third of the settlement value (or \$3,323,333.33); (2) Plaintiffs’ counsel’s costs of litigation, up to the amount of \$65,000.00; (3) The expenses of administering the settlement, up to the amount of \$159,000.00; (4) An enhancement award of up to \$20,000.00 (\$10,000.00 to each Plaintiff) for their role in pursuing the litigation; (5) A payment of \$225,000.00 to the California Labor & Workforce Development Agency, representing 75% of the \$300,000.00 allocated to the

settlement of the claim for civil penalties under PAGA; (6) A payment of \$75,000.00 to Aggrieved Employees, representing 25% of the \$300,000.00 allocated to the settlement of the claim for civil penalties under PAGA; (7) A payment of \$56,250.00 to the California Labor & Workforce Development Agency, representing 75% of the \$75,000.00 allocated to the PAGA Subclass; and (8) A payment of \$18,750.00 to Aggrieved Employees, representing 25% of the \$75,000.00 allocated to the PAGA Subclass; and (9) A payment of \$100,000.00 to the FLSA Sub-Class Members. The remainder of the \$9,970,000.00 will be paid to the Class Members in settlement of their individual claims (the “Class Payment”).

- C. The Class Payment will be divided among all Class Members based on the estimated number of weeks worked for SCPMG in California by each Class Member. That is, the Class Payment will be divided by the number of aggregate qualified weeks worked by all Class Members during the Class Period to produce a “Weekly Settlement Value.” A “qualified week” is any week in which a Class Member was employed by and performed work for SCPMG in California during the Class Period (July 8, 2020 to February 5, 2024) as a non-exempt employee. If you do not opt out of the settlement, you will be eligible to receive a settlement payment in the amount of the total number of qualified weeks you worked for SCPMG during the Class Period multiplied by the Weekly Settlement Value, less applicable withholdings.
- D. As to the “Subclass Members” members, each individual who was employed by SCPMG as a non-exempt employee in the State of California at any time during the Sub-Class Period (defined as August 21, 2016, through July 7, 2020) will receive a “per person” payment in the amount of \$15.00 per person.

The FLSA Subclass Payment will be divided among all FLSA Subclass Members based on the estimated number of weeks worked for SCPMG in California by each FLSA Subclass Member. That is, the FLSA Subclass Allocation will be divided by the number of aggregate qualified weeks worked by all FLSA Subclass Members during the FLSA Class Period to produce a “FLSA Weekly Settlement Value.” A “qualified week” is any week in which a FLSA Class Member was employed by and performed worked for SCPMG in California during the FLSA Class Period (August 21, 2017, through February 5, 2024) as a non-exempt employee. If you do not opt out of the settlement, you will be eligible to receive a settlement payment in the amount of the total number of qualified weeks you worked for SCPMG during the FLSA Subclass Period multiplied by the FLSA Weekly Settlement Value, less applicable withholdings.

- E. The PAGA Allocation will be allocated among Aggrieved Employees who performed work for SCPMG in California between July 8, 2020 and February 5, 2024 (the “PAGA Period”) as a non-exempt employee. Additionally, the PAGA Subclass Allocation will be allocated among PAGA Subclass Members who were employed by Defendant in the State of California at any time from June 23, 2019 through July 7, 2020 (the “PAGA Subclass Period”).

Each individual’s share of the PAGA Allocation will be determined based on the number of aggregate qualified pay periods worked by PAGA Group Members during the PAGA Period. Similarly, each individual’s share of the PAGA Subclass Allocation will be determined based on the number of aggregate pay periods worked by PAGA Subclass Members during the PAGA Subclass Period. PAGA Group Members and PAGA Subclass Members cannot opt out of the PAGA Payment or PAGA Subclass Payment or release of PAGA claims or PAGA Subclass Claims.

- F. Corresponding to SCPMG’s records, you worked for SCPMG in the State of California as a non-exempt employee for approximately <<WORKWEEKS>> weeks during the Class Period, <<PAGAWEEK>> pay periods during the PAGA Period, <<PAGASUBWEEKS>> pay periods during the PAGA Subclass Period, and <<FLSAWEEKS>> workweeks during the FLSA Subclass Period. SCPMG’s records further indicate that you <<EXEMPTSTATUS>> for SCPMG as a non-exempt employee in California during the Subclass Period. Your portion of the Settlement Payment will be based on the above information. If you believe the information above is incorrect, you may dispute this information by sending your corrections and any supporting documentation to the Administrator via U.S. Mail, at Coffey v SCPMG Administrator C/O RUST CONSULTING, INC. - 8565 PO Box 2396 Faribault, MN 55021-9096. Please be advised that the information listed above is presumed to be correct unless you prove otherwise.

The estimated value of each workweek for purposes of calculating Individual Class Payments to all Class Members is approximately: \$0.90. The estimated value of each pay period for purposes of calculating Individual PAGA Payments to all PAGA Group Members is approximately: \$0.02. The estimated value of each pay period for purposes of calculating Individual PAGA Payments to all PAGA Subclass Members is approximately: \$0.02. The estimated value of each workweek for purposes of calculating Individual FLSA Subclass Payments to all FLSA Subclass Members is approximately: \$0.01.

Your estimated total settlement amount is \$<<ESTAWARD>>. This is only an estimate. Your actual share may change depending on the Court's final ruling and the final number of participating Class Members.

- G. Class Member Released Claims: If the Court grants final approval of the settlement agreement and you do not opt out of the settlement, then you will be deemed to have fully, finally, and forever released SCPMG and its current and former direct and indirect affiliates, other related business entities, parents, shareholders, and equity holders, and each of their respective divisions, subsidiaries, joint ventures, customers, partners, actual or alleged joint employers, officers, directors, employees, contractors, agents, principals, representatives, accountants, auditors, consultants, attorneys, insurers and reinsurers, other representatives or persons or entities acting by, through, under or in concert with any of forgoing, and each of forgoing's successors, predecessors, heirs, employee welfare benefit plans and pension, equity incentive, or deferred compensation plans under Section 401 of the Internal Revenue Code of 1954, as amended, and their trustees, administrators and other fiduciaries, and all persons acting by, through, under, or in concert with them, or any of them and any other persons that could be jointly liable with Defendant for any of the Released Claims ("Releasees") from any and all claims that occurred during the Class Period based on the facts that are or could have been alleged in the Operative Complaint, including debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law for any alleged failure to pay all wages due (including minimum wage and overtime wages), claims regarding rounding, grace periods, shift tolerance, failure to pay for all hours worked (including off-the clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, combining of meal and rest periods, that Defendant's exemption permit from the State of California Department of Industrial Relations Division of Labor Standards Enforcement is not valid or does not apply to Class Members, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, failure to pay or properly calculate meal period premiums, failure to pay or properly calculate paid sick leave, including paid sick leave under the Healthy Workplaces, Healthy Families Act, donning and doffing, pre or post-shift testing or inspections, health status related activities including testing, reporting, and queuing for testing, reporting time pay, failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, that the Labor Code Section 514 exemption does not apply to SCPMG's employees, pre and post-shift work and record-keeping violations, up to and including the date of preliminary approval by the Court. This Release shall include all claims that occurred during the Class Period based on the facts that are or could have been alleged in the Operative Complaint and theories arising under the California Labor Code, wage orders, and applicable regulations, including Labor Code Sections 201, 202, 203, 204, 206, 218, 218.5, 226, 226.3, 226.7, 227, 245 *et seq.*, 510, 511, 512, 515, 517, 551, 552, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 1199, all claims and theories arising under Labor Code Section 2802 except for claims related solely to working from home under Labor Code Section 2802 as well as claims under Business and Professions Code section 17200 *et seq.* that are known and unknown based on the facts in the Operative Complaint underlying the alleged violations of the above Labor Code provisions, as alleged in the Action. As to the Released Claims *only*, each Class Member waives all rights provided by California Civil Code section 1542, which states:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

SCPMG shall have the option to extend the Release Period paying an additional proportionate amount based on the number of additional pay periods.

You will be barred from prosecuting any of the Class Member Released Claims against the Releasees.

- H. Subclass Member Released Claims: If the Court grants final approval of the settlement agreement and you do not opt out of the settlement, then you will be deemed to have fully, finally, and forever released Releasees from any and all claims that occurred during the Subclass Period based on the facts that are or could have been alleged in the Operative Complaint, including debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law related to paid sick leave under the Healthy Workplaces, Healthy Families Act or reimbursement for business expenses.
- I. FLSA Subclass Member Released Claims: FLSA Subclass Members who timely cash or otherwise negotiate their settlement payment check will be deemed to have opted into the Action for purposes of the Fair Labor Standards Act ("FLSA") and, as to those Class Members, the Released Claims include any and all claims the Class Members may have under the FLSA arising under or related to the alleged claims during the FLSA Subclass Period. Only those FLSA Subclass Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims. This release excludes the release of claims not permitted by law. The following language will be printed on the reverse of FLSA Subclass Members' settlement payment checks, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act ("FLSA") portion of the [Action], elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement."
- J. PAGA Group Member Released Claims: If the Court grants final approval of the settlement agreement, PAGA Group Members will be deemed to have fully, finally, and forever released SCPMG and Releasees from any and all claims for recovery of civil penalties under the Private Attorneys General Act ("PAGA"), whether known or unknown, to recover wages, damages, penalties, attorneys' fees, litigation costs, restitution, or equitable relief, which Plaintiff and/or the PAGA Group Members had, or may claim to have, that were alleged or could have been alleged in Plaintiffs' letters to the LWDA, or the Operative Complaint from June 2, 2019 through February 5, 2024.
- K. PAGA Subclass Member Released Claims: If the Court grants final approval of the settlement agreement and you do not opt out of the settlement, then you will be deemed to have fully, finally, and forever released Releasees from any and all claims that occurred during the PAGA Subclass Period based on the facts that are or could have been alleged in the Operative Complaint, including debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law related to paid sick leave under the Healthy Workplaces, Healthy Families Act or reimbursement for business expenses.
- L. Please Note: Individuals who fall within the definition of the Class or Subclass may choose to request exclusion or "opt-out" of these groups under such procedures specified herein. Any such persons who opt-out of the Class("Opt-Outs") will not receive an Individual Class Payment, an Individual FLSA Subclass Payment, or an Individual Subclass Payment. However, you may not opt-out of the portion of the Settlement relating to the settlement of claims under the PAGA. Even if a Class Member opts-out, they will still receive an Individual PAGA Payment and an Individual PAGA Subclass Payment. You will be bound by the PAGA Member Release and the PAGA Subclass Member Release whether or not you cash the check for your portion of the PAGA allocation and the PAGA Subclass allocation before it becomes void.

V. WHAT ARE THE PROCEDURES FOR PAYMENT?

- A. The Administrator will calculate your share of the settlement and will issue you a check.
- B. Thirty-three percent (33%) of your share of the Individual Class Payment, Individual FLSA Subclass Payment, and Individual Subclass Payment will be considered wages from which ordinary tax withholdings will be deducted. No tax deductions shall be made from the remaining sixty-seven percent (67%) of these payments. You will be given IRS tax forms for each of these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

- C. One-hundred percent (100%) of your share of the Individual PAGA Payment and the Individual PAGA Subclass Payment will be considered non-wages. You will be given an IRS tax form for this amount.
- D. It is important for the parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the Administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

The Administrator's contact information is as follows:

Coffey v SCPMG Administrator
C/O RUST CONSULTING, INC. - 8565
PO Box 2396
Faribault, MN 55021-9096
Telephone Number: (866) 681-3998
Fax Number: (248) 733-6433
Settlement Website: <http://coffeyvscpmgsettlement.com/>
Email Address: info@coffeyvscpmgsettlement.com

VI. HEARING ON PROPOSED SETTLEMENT

A final fairness hearing will be held before the Court on May 24, 2024, at 8:30 a.m., in Department C-74 of the San Diego County Superior Court, located at the Hall of Justice, 330 West Broadway, San Diego, California 92101, to decide whether or not the proposed settlement is fair, reasonable, and adequate. The Court may adjourn or continue the hearing without further notice to you. You are not required to attend the hearing. Sullivan & Yaeckel Law Group, APC and Blumenthal, Nordrehaug, Bhowmik De Blouw, LLP (contact information below), counsel for Plaintiffs and the Class, will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. Remote appearances at the hearing may be allowed, but the procedures are subject to change. Current procedures are posted on the Court's website at: <https://www.sdcourt.ca.gov/virtualhearings>. You should check the Court website for up to date information before attempting to make a remote appearance.

VII. PROCEDURES FOR OBJECTING TO SETTLEMENT

You have the option of objecting to the Settlement and telling the Court that you do not agree with the Settlement or some part of it. The Court will consider your views. To object, you may send a letter, which you must sign, saying that you object to the settlement of *Damon Coffey and Brandie Lukofnak v. Southern California Permanente Medical Group*, Case No. 37-2020-00029409-CU-OE-CTL. Be sure to include the case name and case number (as shown in the preceding sentence), your name, the last four digits of your Social Security Number and/or your SCPMG employee ID number (if known), your address, the specific reasons you object to the terms of the Settlement, and your signature. Mail the objection to the Settlement Administrator address at Coffey v SCPMG Administrator C/O RUST CONSULTING, INC. - 8565 PO Box 2396 Faribault, MN 55021-9096 or fax to (248) 733-6433 on or before May 2, 2024 (45 calendar days after mailing of this Notice, plus an additional 14 days if your class notice). A written objection is optional. You may also appear at the Final Approval Hearing, as described in Section VI, above, to have any objections heard by the Court.

VIII. EXAMINATION OF COURT PAPERS AND QUESTIONS

This Notice summarizes the Settlement. For more detailed information, you may view a complete copy of the settlement agreement, and any papers filed in the Action, which are on file with the Clerk of the Court, case number 37-2020-00029409-CU-OE-CTL. The pleadings and all other records from this litigation may be examined by inspecting the Court file in the Civil Business Office of the San Diego County Superior Court, located at Hall of Justice, 330 West Broadway, San Diego, California 92101. You may also review the settlement agreement, along with other court records regarding this case, on the Court's website, <https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>, through the link to the "Register of Actions." You can also view this notice and the most important case documents on the Administrator's website for this Settlement at <http://coffeyvscpmgsettlement.com/>.

If you have any questions, you can call the Administrator at (866) 681-3998 or any of Class Counsel (see below for phone numbers.)

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PLEASE DO NOT CALL THE COURT, SCPMG, OR SCPMG'S CORPORATE OFFICE OR MANAGERS REGARDING THIS SETTLEMENT.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your Settlement payment.
- Settlement checks will be null and void 180 days after the date of mailing if not deposited or cashed. In such event, the Administrator will pay all unclaimed funds to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member where the funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

Exhibit B

Names of Opt Outs

ELLEN C SONG
TERRY R SKOK
JANINE CATHERINE IMPELLEZZERE
REGINA R MCFADDENMOEHLING
JASON GREENE
MICHELLE Y HAASTRUP
RAYMOND CORRAL
CORI A MCMAHON
ELIZABETH E KOUBA
WAMENCE LOUIS-GODA
KALANI THOMSON
DAWN N DOSS
MARY GRACE R AQUINO
BLANCA G GUTIERREZ-CASTILLO
ELLY KIM YOO
ANA MARGARITA VASQUEZ
ALICIA J CELIZ
NIMFA MIRASOL VELOSO
LI CHIN HSU
VIVIAN EUNJIN PAK
ERIN NICOLE MCBRIDE
KATHRYN MARY MARTINEZ
MONIQUE YVETTE GOMEZ
CHERYL ANN ALINAN REYES
DENISE ELAINE MIDDLETON
KRISTIN GAIL KERNS
WILLIAM JOSEPH MENDES JR
SUSANA MARGARITA BELMONTE
JASON JAMES BONNEMA
JENNIFER JEAN LOUISE GREEN
AILEEN THERESA MAGLANA MASESAR
VANESSA LEE TAN ESPIRITU
KIM THUY DAO
LOAN T NGUYEN
CHERYLL JOAN REED
CASSANDRA DIELLE COSTALES DIJAMCO
TAMRA BLUMENTHAL
GAKWON LEE
RYAN CHRISTOPHER REYES
ARVIN VALENCIA
MAUREEN MUSA
ANDREA SAKOVITCH HUNTER

TAMMY FERNANDEZ
CHARITY TUBON
GABRIEL BARRERA
JAMIE MICHELLE SAFECHUCK
ANGELICA LOUISE HASSON
GLENN AGUILERA MACLANG
ASHLEIGH C BAULER
WENDY CHUANG-PAY CHEN TILAKAMONKUL
JANET ANTONIA GONZALEZ
AMY B YANEZ
JANET BAKALIAN
SAJU VETOLIL SUNNY
KATHLEEN ANN NOCHTA
SERGIO SANDOVAL
GISELA HOKE
DAVID H VERDINER
DEALIE E PARK
ROBERTO A BELMONTE
TRICIA SCHREINER-DUNCAN
IRENE ESTRADA
IGOR J LIVSHITS
COURTNEY CORINNE CARMONA
MARGAUX DOMECILLO TAMULA
RYAN J CALVERO
KYRA Yael HANSON
VIEL MARIE INOCENCIO
REYNA JAUREGUI
STEPHANIE MAHEU
ALAN PAN
ANDY SUNG CHUL CHO
JOANNA D HOFF
DEBORAH A CLAY
THOMAS WAYNE POCTA
BRIAN CHI
LUCIA - HERNANDEZ
TIFFANY S OPALEK
JANE KI
NICOLE M GUGLIELMI
JAN FLEENOR-SHORT
MAUREEN R EVANS
PAMELA ANDERSON