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9
 10 **UNITED STATES DISTRICT COURT**
 11 **SOUTHERN DISTRICT OF CALIFORNIA**

12 KRISTINA RAINES and DARRICK
 FIGG, individually and on behalf of all
 13 others similarly situated,

14 Plaintiffs,

15 v.

16 U.S. HEALTHWORKS MEDICAL
 GROUP, a corporation; et al.,

17 Defendants.
 18
 19
 20

Case No. 3:19-cv-01539-DMS-DEB

**JOINT STATEMENT RE DISPUTE
 OVER CLASS NOTICE [DE 170]**

District Judge: Hon. Dana M. Sabraw
 Magistrate Judge: Hon. Daniel E. Butcher

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Attorneys for Defendants

1 Per the Court’s Order (DE 170), the parties by and through their respective
2 counsel submit the following joint statement with their views and proposals on the
3 form and manner of class notice in this case.

4 **PLAINTIFFS’ STATEMENT**

5 Plaintiff provided a draft of its proposed Long-Form Notice to Defendants on
6 Aug. 21st. That document is attached here as **Exhibit A**. The form of this document
7 derives from the Federal Judicial Center’s template. The Court can find that [here](#).

8 Plaintiff further proposed to Defendants in writing the following:

9 1. That the Court approve the appointment of Verita Global to act as Class
10 Notice and Exclusion Request administrator. Verita Global (formerly KCC) is a well-
11 known and reputable claims administrator. The Court can find its website [here](#). Its
12 proposal for this case (provided Defendants) is attached here as **Exhibit B**.

13 2. That within seven (7) days of entry of the Court’s order on this subject,
14 Defendants deliver to Verita Global (Attention: Mr. Kevin Guidry) its database of
15 names and contact details of those individuals who underwent a post-offer, pre-
16 placement examination at one of their facilities in California between Oct. 23, 2017,
17 and Dec. 31, 2018, inclusive (the “Class”).

18 3. That within thirty (30) days from delivery of that database (the “Notice
19 Date”), Verita Global transmit a short-form, one-page Publication Notice to the Class
20 (based upon the Long-Form Notice and attached here as **Exhibit C**) via either text
21 messaging (SMS) **if and only if** Defendants agree (as the database contains all of the
22 applicant cell phone numbers) **OR**, if not, as information in the database permits, either
23 email or direct mail (postcard), provided that in the case of either SMS or email
24 transmission, as applicable, the communication include a PDF attachment of or link to
25 the Long-Form Notice.

26 4. That commencing on or before the Notice Date, Verita Global establish a
27 website (A) containing downloadable copies of the Long-Form Notice, Exclusion
28 Request Form (attached here as **Exhibit D**), as well as hyperlinks to key case

1 documents including the Third Amended Complaint (ECF No. 106), the Order on
2 Class Certification (DE 162), and (after it is filed) the Order pertaining to Class Notice;
3 (B) providing for submission of Exclusion Request Forms electronically; and (C)
4 reflecting a toll-free number whereby members of the Class can obtain additional
5 information and request that an Exclusion Request Form be mailed to them.

6 5. That on or before the Notice Date, Verita Global issue a press release in
7 substantially the form of the Publication Notice to be disseminated to major media
8 outlets.

9 6. That commencing on or before the Notice Date, Defendants place a link to
10 the aforementioned website prominently on their home page located [here](#) through the
11 deadline for the filing of Exclusion Request Forms.

12 7. That the deadline for members of the Class to timely electronically transmit
13 or mail an Exclusion Request Form be thirty (30) days from the Notice Date.

14 8. That within fourteen (14) days following the aforementioned deadline, Verita
15 Global provide a report to the parties verifying the identities of all members of the
16 Class who have submitted an Exclusion Request Form, and that within fourteen (14)
17 days following the foregoing report, Verita Global submit a sworn declaration to be
18 filed by Class counsel (A) confirming that it has complied with and completed the
19 tasks enumerated above, and (B) identifying those members of the Class who
20 submitted an Exclusion Request Form.

21 9. That Defendants bear all costs and fees incurred by Verita Global in its
22 performance of the above.

23 10. That the parties be permitted to make non-substantive changes (such as
24 inserting pertinent dates and the URL for the related informational website identified
25 above) to the Long-Form Notice, the Publication Notice and the Exclusion Request
26 Form without prior court approval.

27 The forms of notice to the Class regarding the pendency of this action, and the
28 methods of dissemination to the Class in accordance with the above, constitute valid,

1 due and sufficient notice to the Class and safely meet any due process requirements;
2 especially given Plaintiff's success in the California Supreme Court, this expense
3 should be borne by Defendants. *Briseno v. ConAgra Foods*, 844 F. 3d 1121, 1129 (9th
4 Cir. 2017); *Hunt v. Imperial Merch.*, 560 F.3d 1137, 1143 (9th Cir. 2009).

5 During meet and confer, Defendants complained about the draft Long-Form
6 Notice. While invited to do so, Defendants offered no revisions to it. Defendants also
7 had issues with the proposed scope of notice (Item 2, above). Citing the Class
8 definition (DE 162 at 26:7-11), Defendants say that they are unable to identify class
9 members who either (1) applied for a paid job position, or (2) filled out Defendants'
10 health history questionnaire. In Defendants' view, pre-trial notice must go *only* to
11 members of the Class in which case, Defendants suggest, there's an ascertainability
12 problem. Defendants also suggest that those in Defendants' database who receive pre-
13 trial notice now should "self-identify" by opting *into* the Class.

14 There are several problems with Defendants' position here. First, governing law
15 does not require as a condition of certification an "administratively feasible" means to
16 identify each and every class member to an absolute certainty. *Briseno*, 844 F. 3d at
17 1132-33. This is not a basis to attack the Court's certification decision. *Id.*

18 Second, Defendants' factual premise is incorrect. Defendants have repeatedly
19 admitted that the health history questionnaire was used in every post-offer, pre-
20 placement examination they conducted of job applicants. (DE 162 at 21:3-18.)
21 Defendants' evidence to the contrary was weak to non-existent. (*Id.* at 21:19-23.) The
22 same is true regarding paid versus unpaid positions. (*Id.* at 8:22-24 & n. 3.) Common
23 sense dictates that all but a handful of jobs class members applied for were paid
24 positions. Defendants' objection is also premature: As the Court said, the parties will
25 have the opportunity to proffer evidence on the subject at trial, allowing the Court to
26 fashion appropriate post-trial notice and claim administration based upon the evidence
27 adduced. (*Id.* at 21:22-23.)

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1 Last, that same post-trial claims administration can deal with those who might
2 fall outside the Class. *Briseno*, 844 F. 3d at 1131. See also *Victorino v. FCA US*, 2020
3 WL 2306609, at *4 (S.D. Cal. May 8, 2020) (“courts are in agreement that the
4 determination of class membership and protecting the defendant’s due process rights
5 can be done during the claims administration process”) (Curiel, J.). All the current
6 notice does now is identify those who wish to affirmatively exclude themselves as
7 members of the Class **before trial**. Plaintiff’s proposal accomplishes that task.

8 Accordingly, Plaintiff respectfully requests the Court to enter an order regarding
9 class notice in substantially the form attached here as **Exhibit E**.

10 **DEFENDANTS’ STATEMENT**

11 On August 16, 2024, this Court granted in part and denied in part a class defined
12 as follows: “*Pursuant to Federal Rules of Civil Procedure 23(a) and (b)(3), the Court*
13 *certifies a class consisting of every applicant for a paid position who underwent a*
14 *post-offer, pre-placement examination and was subjected to USHW’s health history*
15 *questionnaire at a USHW facility in California between October 23, 2017, and*
16 *December 31, 2018.*” (ECF 162, 26:7-11 [emphasis added].) ***Defendants have no***
17 ***electronic information that reveal either of these two criteria***. To the extent Plaintiffs
18 represented this information was readily available, this was not true.

19 When Plaintiffs filed the Class Certification Motion, they represented to this
20 Court that the database permitted the Parties to ascertain the putative class:

- 21 • “Class Members can be (and have been) identified through USHW’s
22 database of records ...” (ECF 131-1 9:14-19 [emphasis added].)
- 23 • “... Class Members can be easily and positively identified through
24 USHW’s records: discovery reveals that USHW maintained a database
25 ...” (ECF 131-1, 23:23-26 [emphasis added].)
- 26 • “Defendants ... database permits the Court to ascertain the Class. ECF
27 142-1 (“Johnson Dec.”) at ¶ 11.” (ECF 151, 2:17-19 [emphasis added].)

28

1 The Court relied on Plaintiffs’ representations in ruling on class certification. ECF
2 162, 8:22-24, FN3, see also 24:28-24:2.) These statements were untrue. The database
3 only identifies who visited a USHW facility. Class membership is not determined by
4 who visited a USHW facility. It is contingent upon: 1) applicants being subjected to
5 the health history questionnaire Plaintiffs challenge, and 2) status as an applicant for a
6 paid position (since volunteers have no standing under the Fair Employment and
7 Housing Act.)

8 Plaintiffs are now trapped in a box of their own making. The Court asked the
9 parties to meet and confer regarding the notice to send to class members. Defendants
10 reiterated they have no way of identifying the class members entitled to notice. In
11 response, Plaintiffs boldly propose to send unlawful, *scattershot notice* to individuals
12 who have nothing to do with this case. What Plaintiffs propose is unlawful. It is
13 axiomatic: *class notice must only go out to class members*. The purpose of class notice
14 is to present fair recital of subject matter of suit and to inform *all class members* of
15 their opportunity to be heard. *In re Gypsum Antitrust Cases*, 565 F.2d 1123 (9th Cir.
16 1977). Class notice is not intended to be an advertising campaign for plaintiff counsel
17 to send mailers about their litigation activities to people who are not in the class. When
18 notice is sent to members of class, a court must balance several considerations
19 including harm to a party that may result from notice. *R & D Business Systems v. Xerox*
20 *Corp.*, 150 F.R.D. 87 (E.D. Tex. 1993.) Sending notice to people that have no hope of
21 recovery is misleading and harmful to Defendants’ reputation and business.

22 Defendants propose two alternative options: 1) decertification; and 2) stay of
23 notice. When a court cannot identify who is in or out of the class, the fix is not sending
24 scattershot notice to everyone who ever interacted with the Defendants. *See Whitaker*
25 *v. Bennett Law, PLLC* (S.D. Cal., May 27, 2016, No. 13-CV-3145-L(NLS)) 2016 WL
26 4595520, at *1–2 (emphasis supplied). In *Whitaker*, the plaintiff counsel represented
27 the class could be identified through review of the defendant’s records. When it
28

1 became obvious that this was not true, Judge Lorenz issued an order to show cause as
2 to why the class should not be decertified noting:

3 *In her motion to certify class action, Plaintiff represented that the class*
4 *was ascertainable because the class members could be identified*
5 *through discovery of Defendant's technologies and data. The Court*
6 *relied on this representation in granting Plaintiff's class certification*
motion.

7 The court went on to state:

8 *Once a class action is certified, the class certification order “may be*
9 *altered or amended before final judgment.” ... The standard to decertify*
10 *a class action is the same as to certify it, and the burden of showing that*
11 *the certification requirements of Rule 23 continue to be met remains*
12 *with Plaintiffs. [P] As it appears that Plaintiff cannot meet her burden*
of showing that the class is ascertainable ... Plaintiff is ORDERED TO
SHOW CAUSE why this action should not be decertified.

13 *Whitaker v. Bennett Law, PLLC* (S.D. Cal., May 27, 2016, No. 13-CV-3145-L(NLS))
14 2016 WL 4595520, at *2 (emphasis supplied).

15 The same result should be reached here. In their motion to certify the class,
16 Plaintiffs represented that the class was ascertainable through Defendants’ database.
17 The Court relied on this representation in granting Plaintiffs’ class certification
18 motion. The fact asserted was not actually true. This Court can and should exercise its
19 right to issue an Order to Show Cause as to why the case should not be decertified.

20 Alternatively, the Court should stay issuance of class notice. Defendants filed a
21 Rule 26(f) petition for the right to appeal the Court’s class certification ruling. The
22 Court should stay issuance of notice until that issue has been resolved by the Ninth
23 Circuit. Sending notice beforehand would be premature.

24 Finally, if the Court is included to send class notice notwithstanding the
25 foregoing, it should not send the notice Plaintiffs propose. Plaintiffs’ proposed notice
26 is 10 pages long, filled with legalese, with an opt-out at the end that nobody will read.
27 It fails to ask the recipients the two critical questions required for inclusion in the class;
28 namely: 1) did they receive the health history questionnaire in question; and 2) did
they receive it in connection with an application for a paid position. The form must be

1 modified to include those questions so class members might be identified, Defendants’
2 customers will not be misled, and to avoid prejudice to Defendants (attached here as
3 **Exhibit F**).

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DATED: September 19, 2024

PHILLIPS, ERLEWINE, GIVEN & CARLIN
LLP

By: /s/ David M. Given
R. Scott Erlewine
David M. Given
Attorneys for Plaintiffs and the
Certified Class

DATED: September 19, 2024

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

By: /s/ Tim L. Johnson
Spencer C. Skeen
Tim L. Johnson
Nikolas T. Djordjevski
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Attorneys for Defendants

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ATTESTATION

I, David M. Given, am the ECF user whose identification and password are being used to file the instant document. I attest that all counsel whose signatures appear above provided their authority and concurrence to file this document.

/s/ David M. Given

David M. Given

EXHIBIT A

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA

If you underwent a pre-employment medical examination at a U.S. Healthworks facility in California, a class action lawsuit may affect your rights.

A court authorized this notice. This is not a solicitation from a lawyer.

- A job applicant for a paid position who was required to submit to a post-offer, pre-placement medical examination (“PPE”) at a U.S. Healthworks (“USHW”) facility in California has sued USHW. The job applicant alleges that USHW’s medical examination violated California’s Fair Employment and Housing Act (“FEHA”) because the medical inquiries were not job-related and consistent with business necessity.
- The Court has allowed the lawsuit to be a class action on behalf of **every applicant for a paid position who underwent a post-offer, pre-placement medical examination and was subjected to USHW’s health history questionnaire at a USHW facility in California between October 23, 2017, and December 31, 2018.**
- The Court has not decided whether USHW did anything wrong. There is no money available now, and no guarantee there will be. However, your legal rights are affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	Stay in this lawsuit. Await the outcome. Give up certain rights. By doing nothing, you keep the possibility of getting money or benefits that may come from a trial or a settlement. But, you give up any rights to sue USHW separately about the same legal claims in this lawsuit.
ASK TO BE EXCLUDED	Get out of this lawsuit. Get no benefits from it. Keep rights. If you ask to be excluded and money or benefits are later awarded, you won’t share in those. But, you keep any rights to sue USHW separately about the same legal claims in this lawsuit.

- Your options are explained in this notice. To ask to be excluded, you must act before **Month 00, 0000.**
- Lawyers must prove the claims against USHW at a trial set to start **Month 00, 0000.** If money or benefits are obtained from USHW, you will be notified about how to ask for a share.
- **Any questions? Read on and visit www._____.com.**

WHAT THIS NOTICE CONTAINS

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- 1. Why did I get this notice?
- 2. What is this lawsuit about?
- 3. What is a class action and who is involved?
- 4. Why is this lawsuit a class action?

THE CLAIMS IN THE LAWSUIT..... PAGE 4

- 5. What does the lawsuit complain about?
- 6. Has the Court decided who is right?
- 7. What are the Plaintiffs asking for?
- 8. Is there any money available now?

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- 9. Am I part of this Class?
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- 11. I'm still not sure if I am included.

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- 15. Do I have a lawyer in this case?
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- 18. How and when will the Court decide who is right?
- 19. Do I have to come to the trial?
- 20. Will I get money after the trial?

GETTING MORE INFORMATION..... PAGE 9

- 21. Are more details available?

BASIC INFORMATION

1. Why did I get this notice?

USHW's records show that you underwent a post-offer, pre-employment medical exam ("PPE") at the behest of your prospective employer at a USHW facility in California between October 23, 2017, and December 31, 2018 (the "Class Period"). This notice explains that the Court has allowed, or "certified," a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court holds a trial. The trial is to decide whether the claims being made against USHW and its successors or related entities (collectively "USHW"), on your behalf, are correct. Judge Dana Sabraw of the United States District Court for the Southern District of California is overseeing this class action. The lawsuit is known as *Raines et al. v. U.S. Healthworks Medical Group, et al.*, Civil Action No. 19-cv-1539.

2. What is this lawsuit about?

This lawsuit is about whether USHW violated FEHA by asking job applicants for paid positions medical inquiries that are not job-related and consistent with business necessity.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representatives" (in this case Kristina Raines) sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The woman who sued—and all the Class Members like her—are called the Plaintiffs. The company they sued (in this case USHW) is called the Defendant. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

4. Why is this lawsuit a class action?

The Court decided that this lawsuit can be a class action and move towards a trial because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. Specifically, the Court found that:

- There are more than 245,000 job applicants who were subjected to a PPE in California during the Class Period;
- There are legal questions and facts that are common to each of them;
- Kristina Raines's claims are typical of the claims of the rest of the Class;
- Ms. Raines and the lawyers representing the Class will fairly and adequately represent the Class's interests;
- The common legal questions and facts are more important than questions that affect only individuals; and
- This class action will be more efficient than having many individual lawsuits.

More information about why the Court is allowing this lawsuit to be a class action is in the [Court's Order Certifying the Class](#), which is available at www._____.com.

THE CLAIMS IN THE LAWSUIT

5. What does the lawsuit complain about?

In the lawsuit, the Plaintiff alleges she and hundreds of thousands like her in California were subjected to highly offensive and irrelevant medical questions on a standardized health history questionnaire (“HHQ”) used by USHW, an occupational health provider that acted on behalf of employers who made job offers to applicants like Plaintiff conditioned on their passing a pre-placement medical exam (“PPE” or “PPEs”). The health questionnaire was part of USHW’s PPE to determine if the applicant could perform the essential functions of the job they had been conditionally offered.

Plaintiff alleges that California’s Fair Employment and Housing Act (“FEHA”), Cal. Gov’t. Code § 12900, *et seq.*, permits an employer to condition an employment offer upon the job applicant passing a PPE, but only if the “examination or inquiry is job related and consistent with business necessity.” Plaintiff alleges USHW violated the FEHA by giving the *same* standardized HHQ with more than 150 questions to *every* referred applicant regardless of the essential functions of their job, that the questionnaire included questions that were irrelevant and unrelated to *any* job offered by *any* referring employer, and that the questions were untailored to the essential functions of the job.

You can read the Plaintiff’s [Class Action Complaint](#) at [www._____com](#).

6. Has the Court decided who is right?

The Court hasn’t decided whether USHW or the Plaintiffs are correct. By establishing the Class and issuing this Notice, the Court is not suggesting that the Plaintiffs will win or lose this case. The Plaintiffs must prove their claims at a trial starting **Month 00, 0000**. (See “The Trial” below on page 8.)

7. What are the Plaintiffs asking for?

The Plaintiffs are asking for nominal and punitive money damages and attorneys’ fees and costs.

8. Is there any money available now?

No money or benefits are available now because the Court has not yet decided whether USHW did anything wrong, and the two sides have not settled the case. There is no guarantee that money or benefits ever will be obtained. If they are, you will be notified about how to ask for a share.

WHO IS IN THE CLASS

You need to decide whether you are affected by this lawsuit.

9. Am I part of this Class?

Judge Sabraw decided that the following individuals are Class Members: Every applicant for a paid position who underwent a post-offer, pre-placement examination and was subjected to USHW's health history questionnaire at a USHW facility in California between October 23, 2017, and December 31, 2018.

10. Are any job applicants not included in the Class?

First, only job applicants who underwent PPEs for *paid positions* are included in the Class. If you underwent a PPE for an unpaid or volunteer position, you are NOT a Class Member.

Second, job applicants for positions with *religious associations* and *non-profit organizations* are NOT included in the Class. If you underwent a PPE for a job with a religious association or non-profit, you are NOT a Class Member.

11. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free help at [www._____com](http://www._____.com), or by calling or writing to the lawyers in this case, at the phone number or address listed in question 22.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class or ask to be excluded before the trial, and you have to decide this now.

12. What happens if I do nothing at all?

You don't have to do anything now if you want to keep the possibility of getting money or benefits from this lawsuit. By doing nothing you are staying in the Class. If you stay in and the Plaintiffs obtain money or benefits, either as a result of the trial or a settlement, you will be notified about how to apply for a share (or how to ask to be excluded from any settlement). Keep in mind that if you do nothing now, regardless of whether the Plaintiffs win or lose the trial, you will not be able to sue, or continue to sue, USHW—as part of any other lawsuit—about the same legal claims that are the subject of this lawsuit. This means that if you do nothing, you may only be able to sue for the FEHA violation at issue that occurred *before* October 23, 2017 or occurs *after* December 31, 2018 only. You will also be legally bound by all of the Orders the Court issues and judgments the Court makes in this class action.

13. Why would I ask to be excluded?

If you already have your own lawsuit for FEHA violations against USHW and want to continue with it, you need to ask to be excluded from the Class. If you exclude yourself from the Class—which also means to remove yourself from the Class, and is sometimes called “opting-out” of the Class—you won't get any money or benefits from this lawsuit even if the Plaintiffs obtain them as a result of the trial or from any settlement (that may or may not be reached) between USHW and the Plaintiffs. However, you may then be able to sue or continue to sue USHW for FEHA violations that occurred or occurs at any time. If you exclude yourself, you will not be legally bound by the Court's judgments in this class action.

If you start your own lawsuit against USHW after you exclude yourself, you'll have to hire and pay your own lawyer for that lawsuit, and you'll have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against USHW, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

Note that if you exclude yourself from this lawsuit, any changes made to USHW's PPE policies would still apply to you.

14. How do I ask the Court to exclude me from the Class?

To ask to be excluded, you must send an “Exclusion Request” in the form of a letter sent by mail, stating that you want to be excluded from *Raines v. U.S. Healthworks*. Be sure to include your name and address, and sign the letter. You must mail your Exclusion Request postmarked by **Month 00, 0000**, to: _____ . You may also get an [Exclusion Request](#) form at the website, [www _____ com](http://www._____.com).

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court decided that lawyers at the law firm of Phillips, Erlewine, Given & Carlin LLP, of San Francisco, CA are qualified to represent you and all Class Members. Together, these lawyers are called “Class Counsel.” They are experienced in handling similar class action cases. More information about this law firm, its practice, and its lawyers’ experience is available at www.phillaw.com.

16. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

17. How will the lawyers be paid?

If Class Counsel get money or benefits for the Class, they may ask the Court for fees and expenses. You won’t have to pay these fees and expenses. If the Court grants Class Counsels’ request, the fees and expenses would be either deducted from any money obtained for the Class or paid separately by USHW.

THE TRIAL

The Court has scheduled a trial to decide who is right in this case.

18. How and when will the Court decide who is right?

As long as the case isn't resolved by a settlement or otherwise, Class Counsel will have to prove the Plaintiffs' claims at a trial. The trial is set to start on _____, Month 00, 0000, in the United States District Court for the Southern District of California, located at James M. Carter and Judith N. Keep United States Courthouse, 333 West Broadway, San Diego, CA 92101 in Courtroom 13A. During the trial, a Jury or the Judge will hear all of the evidence to help them reach a decision about whether the Plaintiffs or Defendant are right about the claims in the lawsuit. There is no guarantee that the Plaintiffs will win, or that they will get any money for the Class.

19. Do I have to come to the trial?

You do not need to attend the trial. Class Counsel will present the case for the Plaintiffs, and USHW will present the defenses. You or your own lawyer are welcome to come at your own expense.

20. Will I get money after the trial?

If the Plaintiffs obtain money or benefits as a result of the trial or a settlement, you will be notified about how to participate. We do not know how long this will take.

GETTING MORE INFORMATION

21. Are more details available?

Visit the website, www _____ com, where you will find the Court's [Order Certifying the Class](#), the Court's [Order regarding Class Notice](#), the [Complaint](#) that the Plaintiffs submitted, as well as an [Exclusion Request](#) form. You may also speak to one of the lawyers by calling 415-398-0900, or by writing to: _____.

DATE: MONTH 00, 0000.

EXHIBIT B



Raines v. U.S. Healthworks Medical Group - Class Certification

Contact: Kevin Guidry | 206.240.3726 | kguidry@veritaglobal.com
September 18, 2024

Key Assumptions Used in Estimate Preparation

Class Size (number of members):	245,000	
Estimated Number of Class Members with Email & Postal Address:	5,200	
Estimated Number of Class Members with Postal Address Only:	239,800	
Case Duration (months):	6	
Number of Electronic, Finalized Data Files Provided (Excel, Access, etc.):	1	
CAFA Notice Required?	No	
Claims Processing:	No	
Address Searches:	Yes	(Optional)
% of returned notices to be forwarded:	1%	
% of returned undeliverable notices:	10%	
% of successful address searches:	90%	
Media Campaign Required:	Yes	
Translations Required:	Yes	
Number of Email Campaigns:	1	(Optional)
% of emails bounced back ("Bouncebacks"):	20%	
Type of Telephone Support:	Automated	
% of class that will call:	1%	
% of callers that will request a Notice Packet:	5%	
Duration of Telephone Support (months)	6	
Type of Website Support:	Dynamic	
Online Update Contact Info Portal:	Yes	
Duration of Website Support (months):	6	



Notice Procedures	Response Rate	Quantity	Unit	Rate Per Unit	Estimated Cost	Total
Data and Forms Set-up						
Intake and Process Data, Set up Case Management System		15	hrs			
Format Document(s)		20	hrs			
Translate Documents into Spanish		6,184	words			
NCOA Updates		245,000	units			
Sub-total of Data and Forms Set-up						
SMS Text Campaign						
SMS Setup						
Text Service (assumes 1 text message of up to 160 characters, including spaces, or less)		245,000	units			
SMS Campaign Management		5	hrs			
Sub-total of SMS Text Campaign						
Media Campaign						
PR Newswire Press Release		1	time(s)			
- National distribution (based on 400 words) + complimentary AP News distribution <i>*Additional word count (cost per 100 words or fraction thereof)</i>						
Sub-total of Media Campaign						
Website Set-up & Maintenance						
Design & Set up Dynamic Website		30	hrs			
Website Domain Registration (for duration of website)						
Maintenance		6	hrs			
Server Space rental		6	mos			
Process Contact Information Submissions	1.5%	3,675	units			
Sub-total of Website Set-up & Maintenance						
Case Management, Opt Out Processing, and Declaration of Notice Procedures						
Case Management		75	hrs			
Opt-Out Processing (per hr)		5	hrs			
Correspondence Processing		5	hrs			
Declaration of Notice Procedures		10	hrs			
Sub-total of Case Management, Opt Out Processing, and Declaration of Notice Procedures						
Sub-total of Notice Procedures						

Class Member Support	Response Rate	Quantity	Unit	Rate Per Unit	Estimated Cost	Total
Automated Call Support						
Toll Free Phone Line & System Set-up Cost						
Script Drafting and Management		10	hrs			
Monthly Maintenance Fees		6	mos			
Estimated # of Calls	1%	2,450	calls			
- Average Call Duration (minutes)						
		3	mins			
- IVR Line Charges						
		7,350	mins			
Long-Form Notice Packet Requests	5%	123	units			
- Fulfill Notice Packet Requests						
		123	units			
- Print Production Management						
		5	hrs			
Transcriptions		123	units			
Staff Time Downloading Transcribed Data (30 min/month x 6 months)		3	hrs			
Sub-total of Automated Call Support						
Email Handling						
Establish Email Inbox for Correspondence						
Estimated # of Emails	1%	1,225	units			
- Average Email Duration (minutes)						
		3	mins			
Staff Time Responding to Emails		65	hrs			
Sub-total of Email Handling						
Sub-total of Class Member Support						
SUB-TOTAL ADMINISTRATION COSTS						
¹ Plus Estimated Postage*						
TOTAL ESTIMATED COST**						
LESS CLIENT COURTESY DISCOUNT****						
TOTAL ESTIMATED COST, WITH DISCOUNT						\$49,776

¹ The USPS reserves the right to propose an increase in postage every 60 days.



Contact: Kevin Guidry | 206.240.3726 | kguidry@veritaglobal.com
 September 18, 2024

Optional Services	Response Rate	Quantity	Unit	Rate Per Unit	Estimated Cost	Total
Email Campaign						
Spam Cleansing		5,200	units			
Email Service		5,200	units			
Email Campaign Management		10	hrs			
Estimated # of Bouncebacks	20%	1,040	units			
Track/Manage Bouncebacks		5	hrs			
Total of Email Campaign						\$3,553
Print/Mail Notice Packet						
Estimated # of Class Members with Email Bounceback		1,040	units			
Estimated # of Class Members with Postal Address Only		239,800	units			
Total Estimated # of Class Members to Receive Mailed Notice		240,840	units			
Single-Postcard Notice		240,840	units			
Print Production Management		10	hrs			
Forwarding of Returned Mail with USPS Forwarding Addresses	1%	2,408	units			
Data Entry for Re-mails to New Addresses		2,408	units			
Returned Undeliverable Mail	10%	24,084	units			
Handling of Returned Undeliverable Mail		3	hrs			
Sub-total of Print/Mail Notice Packet						
Plus Estimated Postage*						
Total of Print/Mail Notice Packet						\$117,344
Address Searches/Re-mails						
Number of Address Searches Performed		24,084	units			
Number of New Addresses Found	90%	21,676	units			
Re-mails to Found Addresses		21,676	units			
Staff Time for Address Searches/Re-mails		5	hrs			
Sub-total of Address Searches/Re-mails						
Plus Estimated Postage*						
Total of Address Searches/Re-mails						\$15,196

Standard Hourly Rates

Verita Standard Hourly Rates

- Principal
- Director
- Sr. Manager
- Manager
- Supervisor
- Staff

Rate Per Unit

Other Services And Out-Of-Pocket Expenses

- Other Services and Ad Hoc Reporting, as needed or requested
- Other Charges and Out-of-Pocket Costs***

Rate Per Unit

(standard hourly rates)
(actual)

* Estimated Postage and Handling.
 ** Does not include applicable taxes or escheatment services.
 *** Includes, but is not limited to long distance calls, overnight shipping, photocopies, storage, PO Box rentals, broker fees, etc.
 *** Discount is contingent upon no significant change in the scope of work.

This Settlement Administration Estimate and the attached Cost Summary & Scope of Services (together, the "Proposal") are valid for ninety days from September 18, 2024. After such period, Verita reserves the right to amend the Proposal (including,

All services to be provided to the undersigned (the "Client") and all fees and costs set forth in the Proposal are subject to the terms, specifications, assumptions and conditions set forth in the Proposal and the attached Terms and Conditions (the "Terms of Service"). The estimated fees and charges in the Proposal are based on certain information provided to Verita as well as significant assumptions. Accordingly, this estimate is not intended to limit Verita's actual fees and charges, which may be less or more than estimated due to the scope of actual services or changes to the underlying facts or assumptions.

Verita Global, LLC

BY: _____ DATE: _____

TITLE:

Financially Responsible Party

BY: _____ DATE: _____

TITLE:



7. BANK ACCOUNTS. At Client's request, Verita shall be authorized to establish accounts with financial institutions as agent for Client or as otherwise agreed by the parties. All Client accounts established by Verita shall be deposit accounts of commercial banks with Tier 1 Capital exceeding \$1 billion and bank ratings of investment grade (each, an "Approved Bank"). Notwithstanding the foregoing, the parties may utilize any financial institution or electronic payment service provider specified in the Proposal in connection with the services to be provided hereunder, or as otherwise agreed to in writing, which institution or provider will be deemed an Approved Bank. In some cases, Verita may derive financial benefits from financial institutions resulting from settlement funds and other moneys on deposit or invested with them including, for example, discounts provided on certain banking services and service fees. The amounts held pursuant to these Terms and Conditions ("Amounts Held") are at the sole risk of Client and, without limiting the generality of the foregoing, Verita shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with an Approved Bank including any losses resulting from a default by the Approved Bank or other credit losses. Verita shall have no responsibility or liability for any claims or losses arising from or related to the delivery of electronic payments. It is acknowledged and agreed that Verita will have acted prudently in depositing the fund at any Approved Bank, and Verita is not required to make any further inquiries in respect of any such bank.

Client hereby authorizes Verita to stop payment of checks issued in payment of settlement proceeds, if applicable, but not presented for payment, when the payees thereof allege either that they have not received the checks or that such checks have been mislaid, lost, stolen, destroyed or, through no fault of theirs, are otherwise beyond their control and cannot be produced by them for presentation and collection, and Verita shall issue and deliver duplicate checks in replacement thereof. Client shall indemnify Verita against any loss or damage resulting from reissuance of the checks. Further, in the event payees present their checks for payment through electronic or mobile deposit and subsequently present their checks for payment, at which point they are dishonored, Client shall indemnify Verita against any loss or damage resulting from the double presentment, including any holder in due course claims.

8. TERMINATION. The Services may be terminated by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of Verita that causes serious and material harm to Client, (ii) the failure of Client to pay Verita invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services where Verita reasonably believes it will not be paid. Termination of Services shall not relieve Client of its obligations to pay all fees and expenses incurred prior to such termination.

In the event that the Services are terminated, regardless of the reason for such termination, Verita shall reasonably coordinate with Client to maintain an orderly transfer of data, programs, storage media or other materials furnished by Client to Verita or received by Verita in connection with the Services. Client agrees to pay for such services in accordance with Verita's then existing prices for such services.

9. LIMITATIONS OF LIABILITY AND INDEMNIFICATION. Client shall indemnify and hold Verita, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to Verita's performance of Services. Such indemnification shall exclude Losses resulting from Verita's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. Client shall notify Verita in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that Client becomes aware of with respect to the Services provided by Verita.

Except as provided herein, Verita's liability to Client or any person making a claim through or under Client or in connection with Services for any Losses of any kind, even if Verita has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Verita, shall be limited to the total amount billed or billable for the portion of the particular work which gave rise to the alleged Loss. In no event shall Verita's liability for any Losses, whether direct or indirect, arising out of the Services exceed the greater of (i) the total amount billed and paid by or through Client for the Services and (ii) solely in the event of any loss of the Amount Held caused by Verita's gross negligence or willful misconduct, the total Amount Held under Section 6. In no event shall Verita be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the Services. Except as expressly set forth herein, Verita makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity. The provisions of this Section 9 shall survive termination of Services.



Terms and Conditions

All services to be provided by Verita Global, LLC (together with its affiliates, "Verita"), including services provided to Client as set forth in the attached Proposal, are subject to the following Terms and Conditions:

1. SERVICES. Verita agrees to provide the services set forth in the Proposal attached hereto (the "Services"). Capitalized terms not otherwise defined herein have the meanings given to such terms in the Proposal. Verita will often take direction from Client's representatives, employees, agents and/or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that Verita may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that Verita shall not provide Client or any other party with any legal advice.

2. PRICES, CHARGES AND PAYMENT. Verita agrees to charge and Client agrees to pay, subject to the terms herein, Verita for its fees and charges as set forth in the Proposal. Client acknowledges that any estimate in the Proposal is based on information provided by Client to Verita and actual fees and charges may vary depending on the circumstances and length of the case. Notwithstanding the foregoing, where total charges are expected to exceed \$10,000 in any single month, Verita may require advance payment from Client due and payable upon demand and prior to the performance of services. Verita's prices are inclusive of commission and other charges and are generally adjusted periodically to reflect changes in the business and economic environment. Verita reserves the right to reasonably increase its prices, charges and rates annually. If any such increase exceeds 10%, Verita will give thirty (30) days written notice to Client. Client agrees to pay the reasonable out of pocket expenses incurred by Verita in connection with Services, including, but not limited to, transportation, lodging, and meals.

Verita agrees to submit its invoices to Client and Client agrees that the amount invoiced is due and payable upon receipt. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Client further agrees to pay a late charge (the "Finance Charge"), calculated as one and one-half percent (1-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, Client shall give written notice to Verita within twenty (20) days of receipt of the invoice by Client. Client agrees the Finance Charge is applicable to instances where Verita agreed to provide certain pre-settlement work while deferring the billing of said work until the settlement phase.

3. FURTHER ASSURANCES. Client agrees that it will use its best efforts to include provisions reasonably acceptable to Verita in any relevant court order, settlement agreement or similar document that provide for the payment of Verita's fees and expenses hereunder. No agreement to which Verita is not a party shall reduce or limit the full and prompt payment of Verita's fees and expenses as set forth herein and in the Proposal.

4. RIGHTS OF OWNERSHIP. The parties understand that the software programs and other materials furnished by Verita to Client and/or developed during the course of the performance of Services are the sole property of Verita. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by Verita.

5. CONFIDENTIALITY. Each of Verita and Client, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the Services; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information. These provisions shall survive termination of Services. Verita will not accept, and Client agrees not to send, any information that may be deemed protected health information under state or federal law without the consent of the data subjects or pursuant to the terms of an agreed qualified protective order entered by a court of competent jurisdiction.

6. DOCUMENT RETENTION. All data and records received in connection with the Services will be destroyed no later than six months after case closing, absent client agreement or legal requirement. Telephone call recordings will be stored for no longer than ten days. Retention outside of Verita's standard schedule may result in additional storage charges to Client.



10. FORCE MAJEURE. Verita will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

11. INDEPENDENT CONTRACTORS. Verita is and shall be an independent contractor of Client and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of the Services or these Terms and Conditions.

12. NOTICES. All notices and requests hereunder shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth in the Proposal or to such other address as the party to receive the notice or request so designates by written notice to the other.

13. APPLICABLE LAW. These Terms and Conditions will be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law principles.

14. ENTIRE AGREEMENT; MODIFICATIONS; SEVERABILITY; BINDING EFFECT. These Terms and Conditions, together with the Proposal delivered pursuant hereto, constitutes the entire agreement and understanding of the parties in respect of the subject matter hereof and supersede all prior understandings, agreements or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof. If any provision herein shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. These Terms and Conditions may be modified only by a written instrument duly executed by the parties. All of the terms, agreements, covenants, representations, warranties and conditions of these Terms and Conditions are binding upon, and inure to the benefit of and are enforceable by, the parties and their respective successors and per

EXHIBIT C

Draft Text Message (max 160 characters, including spaces)

If you underwent a pre-employment medical examination at a U.S. Healthworks facility in California, a class action lawsuit may affect your rights. To learn more about this lawsuit and your options, visit www._____.com.

To:
From: admin@[website].com
Subject: U.S. Healthworks Class Action

LEGAL NOTICE

If you underwent a pre-employment medical examination at a U.S. Healthworks facility in California, a class action lawsuit may affect your rights.

A court authorized this Notice. This is not a solicitation from a lawyer.

A job applicant for a paid position who was required by their employer to submit to a post-offer, pre-placement medical examination (“PPE”) at a U.S. Healthworks (“USHW”) facility in California has sued USHW. The job applicant alleges that USHW’s medical examination violated discrimination laws (California’s Fair Employment and Housing Act (“FEHA”)) because the medical inquiries were not job-related and consistent with business necessity. The Court has not decided whether USHW did anything wrong. There is no money available now, and no guarantee there will be.

Who’s Included? The Class includes: Every applicant for a paid position who underwent a post-offer, pre-placement examination and was subjected to USHW’s health history questionnaire at a USHW facility in California between October 23, 2017, and December 31, 2018 (“Class Members”).

What are my options? You don’t have to do anything now if you want to keep the possibility of getting money or benefits from this lawsuit. If the Plaintiffs obtain money or benefits, either as a result of a trial or a settlement, you will be notified about how to apply for a share, but you will not be able to separately sue USHW about the same legal claims. If you already have your own lawsuit for FEHA violations against USHW and want to continue with it or you don’t want to be a member in this class action, you need to ask to be excluded from the Class. If you exclude yourself, you won’t get any money or benefits from this lawsuit if Plaintiffs obtain them. However, you will not be legally bound by the Court’s judgments in this class action. If you exclude yourself, any changes made to USHW’s PPE policies would still apply to you. You must exclude yourself by **Month __, 2024**.

The Trial. Class Counsel will have to prove the Plaintiffs’ claims at a trial set to start on Month 00, 0000 at the U.S. District Court for the Southern District of California, James M. Carter and Judith N. Keep United States Courthouse, 333 West Broadway, San Diego, CA 92101, Courtroom 13A. You do not need to attend the trial. Class Counsel will present the case for the Plaintiffs, and USHW will present the defenses. You or your own lawyer are welcome to come at your own expense.

Want more information. Visit [www._____com](http://www._____.com), where you will find the Court’s Order Certifying the Class, the Court’s Order regarding Class Notice, Class Action Complaint, and an Exclusion Request form. You may also speak to one of the lawyers by calling 415-398-0900, or by writing to:

_____.

LEGAL NOTICE

**If you underwent a
pre-employment
medical examination
at a U.S. Healthworks
facility in California, a
class action lawsuit
may affect your
rights.**

*A court authorized this Notice. This is not a
solicitation from a lawyer.*

www.[website].com

XXX

Raines v. U.S. Healthworks Medical Group
Class Action Administrator
P.O. Box [redacted]
City, ST [redacted] - [redacted]

First-Class
Mail
US Postage
Paid
Permit #__

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «ClaimID» - «MailRec»
«First1» «Last1»
«co»
«Addr1» «Addr2»
«City», «St» «Zip»
«Country»

A job applicant for a paid position who was required by their employer to submit to a post-offer, pre-placement medical examination (“PPE”) at a U.S. Healthworks (“USHW”) facility in California has sued USHW. The job applicant alleges that USHW’s medical examination violated discrimination laws (California’s Fair Employment and Housing Act (“FEHA”)) because the medical inquiries were not job-related and consistent with business necessity. The Court has not decided whether USHW did anything wrong. There is no money available now, and no guarantee there will be.

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What are my options? You don’t have to do anything now if you want to keep the possibility of getting money or benefits from this lawsuit. If the Plaintiffs obtain money or benefits, either as a result of a trial or a settlement, you will be notified about how to apply for a share, but you will not be able to separately sue USHW about the same legal claims. If you already have your own lawsuit for FEHA violations against USHW and want to continue with it or you don’t want to be a member in this class action, you need to ask to be excluded from the Class. If you exclude yourself, you won’t get any money or benefits from this lawsuit if Plaintiffs obtain them. However, you will not be legally bound by the Court’s judgments in this class action. If you exclude yourself, any changes made to USHW’s PPE policies would still apply to you. You must exclude yourself by **Month __, 2024**.

The Trial. Class Counsel will have to prove the Plaintiffs’ claims at a trial set to start on Month 00, 0000 at the U.S. District Court for the Southern District of California, James M. Carter and Judith N. Keep United States Courthouse, 333 West Broadway, San Diego, CA 92101, Courtroom 13A. You do not need to attend the trial. Class Counsel will present the case for the Plaintiffs, and USHW will present the defenses. You or your own lawyer are welcome to come at your own expense.

Want more information. Visit [www _____ com](http://www._____com), where you will find the Court’s Order Certifying the Class, the Court’s Order regarding Class Notice, the Class Action Complaint, and an Exclusion Request form. You may also speak to one of the lawyers by calling 415-398-0900, or by writing to: _____.

EXHIBIT D

EXHIBIT E

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5 **UNITED STATES DISTRICT COURT**
6 **SOUTHERN DISTRICT OF CALIFORNIA**

7 KRISTINA RAINES, individually and
8 on behalf of all others similarly
9 situated,

Case No: 19CV1539-DMS-DEB

CERTIFIED CLASS ACTION

[PROPOSED] ORDER RE CLASS NOTICE

10 Plaintiff,

11 v.

12 U.S. HEALTHWORKS MEDICAL
13 GROUP, a corporation; et al.,

14 Defendants.

15
16 The Court, having considered the parties' Joint Statement re Class Notice
17 (DE ____), together with the Court's order granting in part and denying in party
18 Plaintiff's motion for class certification (DE 162), and good cause appearing
19 therefor,

20 IT IS HEREBY ORDERED THAT:

- 21 1. For purposes of this Order, except as may be otherwise set forth
22 herein, the Court adopts and incorporates the definitions contained in Joint Report.
23 2. The Court hereby approves the form and content as well as
24 transmission and other use in the manner stated below of Plaintiff's proposed
25 Long-Form Notice, the Publication Notice, and the Exclusion Request Form. The
26 parties can make non-substantive changes to these documents (such as inserting
27 pertinent dates and the URL for the related informational website identified
28 below) before their use without further approval of the Court.

PHILLIPS, ERLEWINE, GIVEN & CARLIN LLP
39 Mesa Street, Suite 201 – The Presidio
San Francisco, CA 94129
Telephone: (415) 398-0900

1 3. The Court hereby appoints Verita Global to act as Class Notice and
2 Exclusion Request administrator.

3 4. Within seven (7) days of entry of this Order, Defendants file with the
4 Court a sworn declaration verifying delivery to Verita Global (Attention: Mr.
5 Kevin Guidry) of its database of names and contact details of those individuals
6 who underwent a post-offer, pre-placement examination at one of their facilities in
7 California between Oct. 23, 2017, and Dec. 31, 2018, inclusive.

8 5. Within thirty (30) days from delivery of that database (the “Notice
9 Date”), Verita Global will transmit a short-form, one-page Publication Notice to
10 the Class [via text messaging (SMS) as agreed by Defendants **OR** as information
11 in the database permits, either email or direct mail (postcard)], provided that in the
12 case of [SMS **OR** email transmission], the communication shall include a PDF
13 attachment of or link to the Long-Form Notice.

14 6. Commencing on or before the Notice Date, Verita Global will
15 establish a website (A) containing downloadable copies of the Long-Form Notice,
16 Exclusion Request Form, as well as hyperlinks to key case documents including
17 the Third Amended Complaint (DE 106), the Order on Class Certification (DE
18 162), and this Order re Class Notice; (B) providing for submission of Exclusion
19 Request Forms electronically; and (C) reflecting a toll-free number whereby
20 members of the Class can obtain additional information and request that an
21 Exclusion Request Form be mailed to them.

22 7. On or before the Notice Date, Verita Global will issue a press release
23 in substantially the form of the Publication Notice to be disseminated to major
24 media outlets.

25 8. Commencing on or before the Notice Date, Defendants will place a
26 link to the aforementioned website prominently on their home page located [here](#)
27 through the deadline for the filing of Exclusion Request Forms.
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PHILLIPS, ERLEWINE, GIVEN & CARLIN LLP
39 Mesa Street, Suite 201 – The Presidio
San Francisco, CA 94129
Telephone: (415) 398-0900

1 9. The deadline for members of the Class to timely electronically
2 transmit or mail an Exclusion Request Form will be thirty (30) days from the
3 Notice Date.

4 10. Within fourteen (14) days following the aforementioned deadline,
5 Verita Global will provide a report to the parties verifying the identities of all
6 members of the Class who have submitted an Exclusion Request Form. Within
7 fourteen (14) days following the foregoing report, Verita Global will submit a
8 sworn declaration to be filed by Class counsel (A) confirming that it has complied
9 with this Order and completed the tasks enumerated above, and (B) identifying
10 those members of the Class who submitted an Exclusion Request Form.

11 11. Defendants bear all costs and fees incurred by Verita Global in its
12 performance under the terms and conditions of this Order.

13 12. The Court finds that there is a sufficient basis for giving Notice to the
14 Class at this time. Class members are instructed to follow the instructions for
15 exercising their rights to exclude themselves from this action. Failure to timely
16 submit an Exclusion Request Form will bar a Class member from opting out of
17 this class action and mean that such a Class member will be bound by a final
18 adjudication thereof.

19 13. The Court finds that the forms of notice to the Class members
20 regarding the pendency of this certified class action, and the methods of
21 dissemination to the Class members in accordance with the terms of this Order,
22 constitute valid, due and sufficient notice to the Class members pursuant to
23 Federal Rule of Civil Procedure 23, the U.S. Constitution, and any other
24 applicable law. *Briseno v. ConAgra Foods*, 844 F. 3d 1121, 1129 (9th Cir. 2017).

25 14. Counsel for the parties are hereby authorized to utilize all reasonable
26 procedures in connection with the administration of the notice and exclusion
27 process which are not materially inconsistent with either this Order or the
28 Stipulation.

1 15. All provisions of this Order regarding the form and manner of
2 providing notice to the Class will remain in full force and effect unless otherwise
3 expressly modified by further order of the Court.

4 **IT IS SO ORDERED.**

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6 Dated: September 19, 2024

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U.S.D.J.
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PHILLIPS, ERLEWINE, GIVEN & CARLIN LLP
39 Mesa Street, Suite 201 – The Presidio
San Francisco, CA 94129
Telephone: (415) 398-0900

EXHIBIT F

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA

If you were subjected to a pre-employment medical examination at a U.S. Healthworks facility in California, a class action lawsuit may affect your rights.

A court authorized this notice. This is not a solicitation from a lawyer.

- A job applicant for a paid position who was required to submit to a post-offer, pre-placement medical examination (“PPE”) at a U.S. Healthworks (“USHW”) facility in California has sued USHW. The job applicant alleges that USHW’s medical examination violated California’s Fair Employment and Housing Act (“FEHA”) because [the examination included a health history questionnaire \(“HHQ”\) for which there were inquires that the job applicant contends the medical inquiries were not job-related and consistent with business necessity. An example of the HHQ to which the job applicant objected is included as Exhibit 1. You need to confirm you are part of the class by returning Exhibit 2.](#)
- The Court has allowed the lawsuit to be a class action on behalf of **every applicant for a paid position who underwent a post-offer, pre-placement medical examination and was subjected to USHW’s health history questionnaire at a USHW facility in California between October 23, 2017, and December 31, 2018.**
- The Court has not decided whether USHW did anything wrong. There is no money available now, and no guarantee there will be. However, your legal rights are affected, and you have a choice to make now:

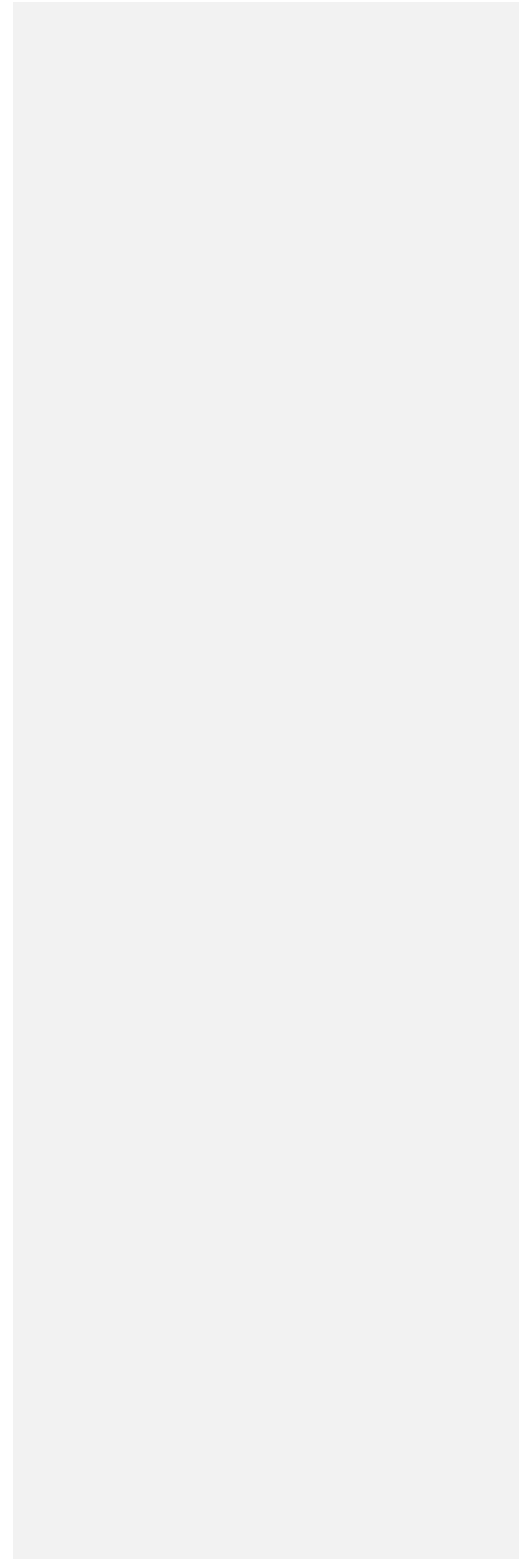
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YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO CONFIRM YOU SHOULD BE INCLUDED NOTHING	<p>Stay in this lawsuit. Await the outcome. Give up certain rights.</p> <p>By doing nothingBy confirming you were an applicant to a paid position and that, you received the HHQ, you keep the possibility of getting money or benefits that may come from a trial or a settlement. But, you give up any rights to sue USHW separately about the same legal claims in this lawsuit.</p>
ASK TO BE EXCLUDED	<p>Get out of this lawsuit. Get no benefits from it. Keep rights.</p> <p>If you ask to be excluded and money or benefits are later awarded, you won’t share in those. But, you keep any rights to sue USHW separately about the same legal claims in this lawsuit.</p>

- Your options are explained in this notice. To ask to be excluded, you must act before **Month 00, 0000.**
- Lawyers must prove the claims against USHW at a trial set to start **Month 00, 0000.** If money or

benefits are obtained from USHW, you will be notified about how to ask for a share.

- **Any questions? Read on and visit www._____.com.**



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QUESTIONS? VISIT WWW. [REDACTED] .COM

BASIC INFORMATION

1. Why did I get this notice?

USHW's records show that you underwent a post-offer, pre-employment medical exam ("PPE") at the behest of your prospective employer at a USHW facility in California between October 23, 2017, and December 31, 2018 (the "Class Period"). It does not identify whether you were an applicant to a paid or volunteer position. It also does not confirm whether or not you received a HHQ. This notice explains that the Court has allowed, or "certified," a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court holds a trial. The trial is to decide whether the claims being made against USHW and its successors or related entities (collectively "USHW"), on your behalf, are correct. Judge Dana Sabraw of the United States District Court for the Southern District of California is overseeing this class action. The lawsuit is known as *Raines et al. v. U.S. Healthworks Medical Group, et al.*, Civil Action No. 19-cv-1539. You must confirm you are a class member to remain in this lawsuit.

2. What is this lawsuit about?

This lawsuit is about whether USHW violated FEHA via the HHQ by asking-making inquiries of job applicants for paid positions medical inquiries that are not job-related and consistent with business necessity.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representatives" (in this case Kristina Raines) sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The woman who sued—and all the Class Members like her—are called the Plaintiffs. The company they sued (in this case USHW) is called the Defendant. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

4. Why is this lawsuit a class action?

The Court decided that this lawsuit can be a class action and move towards a trial because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. Specifically, the Court found that:

- There are more than 245,000 job applicants who were subjected to a PPE underwent a PPE in California during the Class Period although the number who received HHQs is unknown;
- There are legal questions and facts that are common to each of them;
- Kristina Raines's claims are typical of the claims of the rest of the Class;
- Ms. Raines and the lawyers representing the Class will fairly and adequately represent the Class's interests;
- The common legal questions and facts are more important than questions that affect only individuals; and
- This class action will be more efficient than having many individual lawsuits.

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More information about why the Court is allowing this lawsuit to be a class action is in the [Court's Order Certifying the Class](#), which is available at [www._____com](#).

QUESTIONS? VISIT WWW. _____ .COM

THE CLAIMS IN THE LAWSUIT

5. What does the lawsuit complain about?

In the lawsuit, the Plaintiff alleges she and hundreds of thousands like her in California were subjected to highly offensive and irrelevant medical questions on a standardized [health history questionnaire \(“HHQ”\)](#) used by USHW, an occupational health provider that acted on behalf of employers who made job offers to applicants like Plaintiff conditioned on their passing a pre-placement medical exam (“PPE” or “PPEs”). The [health-questionnaire](#) was part of USHW’s PPE to determine if the applicant could perform the essential functions of the job they had been conditionally offered. [USHW was not the direct employer of any applicant.](#)

Plaintiff alleges that California’s Fair Employment and Housing Act (“FEHA”), Cal. Gov’t. Code § 12900, *et seq.*, permits an employer to condition an employment offer upon the job applicant passing a PPE, but only if the “examination or inquiry is job related and consistent with business necessity.” Plaintiff alleges USHW violated the FEHA by giving the *same* standardized HHQ with more than 150 questions to *every* referred applicant regardless of the essential functions of their job, that the questionnaire included questions that were irrelevant and unrelated to *any* job offered by *any* referring employer, and that the questions were untailed to the essential functions of the job. [Plaintiff maintains USHW was an “employer” because it acted as the agent of the actual employer.](#)

You can read the Plaintiff’s [Class Action Complaint](#) at [www._____com](#).

6. How does USHW answer?

USHW denies that it did anything wrong. [USHW also denies it was acting as an agent of the actual employers and therefore is not an employer.](#) USHW’s [Answer to the Complaint](#) is also at the website.

7. Has the Court decided who is right?

The Court hasn’t decided whether USHW or the Plaintiffs are correct. By establishing the Class and issuing this Notice, the Court is not suggesting that the Plaintiffs will win or lose this case. The Plaintiffs must prove their claims at a trial starting **Month 00, 0000**. (See “The Trial” below on page 8.)

8. What are the Plaintiffs asking for?

The Plaintiffs are asking for nominal and punitive money damages and attorneys’ fees and costs.

9. Is there any money available now?

No money or benefits are available now because the Court has not yet decided whether USHW did anything wrong, and the two sides have not settled the case. There is no guarantee that money or benefits ever will be obtained. If they are, you will be notified about how to ask for a share.

QUESTIONS? VISIT WWW [_____](#) COM

WHO IS IN THE CLASS

You need to decide whether you are affected by this lawsuit.

10. Am I part of this Class?

Judge Sabraw decided that the following individuals are Class Members: Every applicant for a paid position who underwent a post-offer, pre-placement examination and was subjected to USHW's health history questionnaire at a USHW facility in California between October 23, 2017, and December 31, 2018.

You need to confirm: 1) whether you were an applicant for a paid position during the time period; and 2) that you received the HHQ.

11. Are any job applicants not included in the Class?

First, only job applicants who underwent PPEs for *paid positions* and received a HHQ are included in the Class. If you underwent a PPE for an unpaid or volunteer position, you are NOT a Class Member. If you underwent a PPE, but did not receive the HHQ, you are NOT a Class Member.

Second, job applicants for positions with *religious associations* and *non-profit organizations* are NOT included in the Class. If you underwent a PPE for a job with a religious association or non-profit, you are NOT a Class Member.

12. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free help at [www _____ com](http://www._____.com), or by calling or writing to the lawyers in this case, at the phone number or address listed in question 22.

QUESTIONS? VISIT WWW COM

YOUR RIGHTS AND OPTIONS

You have to decide whether to [stay-be included](#) in the Class or ask to be excluded before the trial, and you have to decide this now.

13. ~~What happens if I do nothing at all? You must confirm you are eligible to be included.~~

~~You don't have to do anything now if you want to keep the possibility of getting money or benefits from this lawsuit, you must fill out Exhibit 2 and confirm you were an applicant to a paid position and that you received the HHQ. By doing nothing you are so, you will -be included in the staying in the Class. If you are stay-included and the Plaintiffs obtain money or benefits, either as a result of the trial or a settlement, you will be notified about how to apply for a share (or how to ask to be excluded from any settlement). Keep in mind that if you do nothing now seek to be included, regardless of whether the Plaintiffs win or lose the trial, you will not be able to sue, or continue to sue, USHW—as part of any other lawsuit—about the same legal claims that are the subject of this lawsuit. This means that if you do nothing, you may only be able to sue for the FEHA violation at issue that occurred before October 23, 2017 or occurs after December 31, 2018 only.~~ You will also be legally bound by all of the Orders the Court issues and judgments the Court makes in this class action.

14. Why would I ask to be excluded?

If you already have your own lawsuit for FEHA violations against USHW and want to continue with it, you ~~need to~~ ask to be excluded from the Class [or do nothing](#). If you exclude yourself from the Class [or do nothing](#)—which also means to remove yourself from the Class, and is sometimes called “opting-out” of the Class—you won’t get any money or benefits from this lawsuit even if the Plaintiffs obtain them as a result of the trial or from any settlement (that may or may not be reached) between USHW and the Plaintiffs. However, you may then be able to sue or continue to sue USHW for FEHA violations that occurred or occurs at any time. If you exclude yourself [or do nothing](#), you will not be legally bound by the Court’s judgments in this class action.

If you start your own lawsuit against USHW after you exclude yourself, you’ll have to hire and pay your own lawyer for that lawsuit, and you’ll have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against USHW, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

Note that if you exclude yourself from this lawsuit, any changes made to USHW’s PPE policies would still apply to you.

13. What happens if I do nothing at all?

[You will not be included in the lawsuit and you will be treated the same as if you had asked to be excluded happens if I do nothing at all?](#)

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15. How do I ask the Court to exclude me from the Class?

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To ask to be excluded, you must send an “Exclusion Request” in the form of a letter sent by mail,

QUESTIONS? VISIT WWW [REDACTED] COM

stating that you want to be excluded from *Raines v. U.S. Healthworks*. Be sure to include your name and address, and sign the letter. You must mail your Exclusion Request postmarked by **Month 00, 0000**, to: _____ . You may also get an [Exclusion Request](#) form at the website, [www _____ com](#).

QUESTIONS? VISIT WWW _____ COM

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court decided that lawyers at the law firm of Phillips, Erlewine, Given & Carlin LLP, of San Francisco, CA are qualified to represent you and all Class Members. Together, these lawyers are called “Class Counsel.” They are experienced in handling similar class action cases. More information about this law firm, its practice, and its lawyers’ experience is available at www.phillaw.com.

17. Should I get my own lawyer?

You do not need to hire your own lawyer [if you confirm you should be included](#) because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

18. How will the lawyers be paid?

If Class Counsel get money or benefits for the Class, they may ask the Court for fees and expenses. You won’t have to pay these fees and expenses. If the Court grants Class Counsels’ request, the fees and expenses would be either deducted from any money obtained for the Class or paid separately by USHW.

THE TRIAL

The Court has scheduled a trial to decide who is right in this case.

19. How and when will the Court decide who is right?

As long as the case isn't resolved by a settlement or otherwise, Class Counsel will have to prove the Plaintiffs' claims at a trial. The trial is set to start on _____, Month 00, 0000, in the United States District Court for the Southern District of California, located at James M. Carter and Judith N. Keep United States Courthouse, 333 West Broadway, San Diego, CA 92101 in Courtroom 13A. During the trial, a Jury or the Judge will hear all of the evidence to help them reach a decision about whether the Plaintiffs or Defendant are right about the claims in the lawsuit. There is no guarantee that the Plaintiffs will win, or that they will get any money for the Class.

20. Do I have to come to the trial?

[If you are part of the class, you](#) do not need to attend the trial. Class Counsel will present the case for the Plaintiffs, and USHW will present the defenses. You or your own lawyer are welcome to come at your own expense.

21. Will I get money after the trial?

If the Plaintiffs obtain money or benefits as a result of the trial or a settlement, you will be notified about how to participate. We do not know how long this will take.

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GETTING MORE INFORMATION

22. Are more details available?

Visit the website, [www _____ com](http://www._____.com), where you will find the Court's [Order Certifying the Class](#), the [Complaint](#) that the Plaintiffs submitted, the Defendant's [Answer to the Complaint](#), as well as an [Exclusion Request](#) form. You may also speak to one of the lawyers by calling 415-398-0900, or by writing to: _____.

DATE: MONTH 00, 0000.

QUESTIONS? VISIT WWW _____ COM