

NOTICE OF PENDENCY OF CLASS ACTION AND SETTLEMENT

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
Case No. 19CV1539-DMS-DEB

To: All job applicants who underwent a “basic” post-offer, pre-placement medical examination at a U.S. Healthworks facility in California between October 23, 2017 and December 31, 2018. Collectively, the job applicants will be referred to as “Class Members.”

PLEASE READ THIS NOTICE CAREFULLY

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT

Why should you read this notice?

The Court has granted preliminary approval of a class action settlement (the “Settlement”) in *Kristina Raines, et. al. v. U.S. Healthworks Medical Group, et. al.*, pending in United States District Court, Southern District of California, Case No. 19CV1539-DMS-DEB (“Action”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

Defendants’ records show that you underwent a “basic” post-offer, pre-placement medical examination at a U.S. Healthworks facility in California between October 23, 2017 and December 31, 2018 (the “Settlement Period”). The Court ordered that this Notice be sent to you because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiffs Kristina Raines and Darrick Figg (“Plaintiffs”) brought this lawsuit against Defendants in 2018, subsequently asserting claims on behalf of all Class Members. Plaintiffs are referred to as the “Class Representatives” and their attorneys, who also represent the interests of all Class Members, are referred to as “Class Counsel.”

In the Action, Plaintiffs allege that: Defendants owned and operated approximately 78 U.S. Healthworks occupational healthcare facilities in the State of California (“USHW Facilities”); that between October 23, 2017 and December 31, 2018, Defendants conducted “basic” Pre-Placement Post Offer medical examinations at the USHW Facilities; and that as part of each examination Defendants required that job applicants fill out a standardized Health History Questionnaire which contained medical inquiries that were not job-related and/or consistent with business necessity in violation of the California Fair Employment and Housing Act (Cal. Govt Code Section 12940 et seq. – “FEHA”). The Class Representatives (on behalf of themselves and all others similarly situated) collectively seek nominal damages, punitive damages, injunctive relief and attorneys’ fees and costs and any other relief deemed appropriate by the Court.

Defendants deny that they have done anything wrong. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, all of whom expressly deny all liability.

The Court has not ruled on the merits of Plaintiffs’ claims. However, to avoid additional expense, inconvenience, and interference with business operations, the Parties determined that it is in their best interests and the interests of Class Members to settle the Action on the terms summarized in this Notice. After Defendants provided relevant information and documents to Class Counsel, the Settlement was reached at a mediation with, and after a mediator’s proposal from, a federal magistrate judge, and through arm’s-length negotiations between the parties.

The Class Representatives and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the risk of de-certification of the class, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

Who are the Attorneys?

<p>Attorneys for Plaintiff/Settlement Class Members:</p> <p>PHILLIPS, ERLEWINE, GIVEN & CARLIN LLP R. Scott Erlewine, Esq. David M. Given, Esq. Brian S. Conlon, Esq. 39 Mesa Street, Suite 201 – The Presidio San Francisco, California 94129 Telephone: (415) 398-0900</p> <p>LIGHT & MILLER, LLP Michael Miller, Esq. LIGHT & MILLER, LLP 8880 Rio San Diego Drive, Suite 800 San Diego, CA 92108 Telephone: (925) 932-7026</p>	<p>Attorneys for Defendants:</p> <p>OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. Spencer C. Skeen Tim L. Johnson Nikolas T. Djordjevski Cameron O. Flynn 4660 La Jolla Village Drive, Suite 900 San Diego, CA 92122 Telephone: (858) 652-3100</p>
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What are the terms of the Settlement?

On July 14, 2025, the Court preliminarily certified a class—for settlement purposes only—of all job applicants who underwent a “basic” post-offer, pre-placement medical examination at a U.S. Healthworks facility in California between October 23, 2017 and December 31, 2018. Class Members who do not submit a valid and timely Election Not to Participate in Settlement (described below) pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendants as described below in the “Release” section.

As part of the settlement, Defendants have agreed to pay the following amounts to fully resolve all claims in the Action, including nominal damages, Settlement Administration Costs, Class Counsel’s Attorneys’ Fees and Expenses, and Class Representative Service Payments:

Nominal Damages. \$1 in nominal damages for each Class Member (approximately 172,000 in total) who participates in the Settlement as a cy pres award payable to a recognized charitable organization(s) selected by Plaintiffs’ counsel.

Settlement Administration Costs. The Court has approved Verita Global to act as the “Settlement Administrator,” which is sending this Notice to you and which will perform other duties relating to the Settlement.

Class Counsel’s Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of the Class Members on a contingency fee basis for six years and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid by Defendants. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Plaintiffs and the other Class Members are deemed the prevailing party on their FEHA claim for purposes of Plaintiffs’ motion for attorneys’ fees and costs only, and Class Counsel is entitled to recover reasonable attorneys’ fees and costs under FEHA in an amount to be determined by a motion to the Court. Class Counsel will also ask for reimbursement of approximately \$150,000 in costs which were incurred by Class Counsel in connection with the Action.

Class Representative Service Payments. Class Counsel will ask the Court to award as a Class Representative Service Payment \$7,500 to each of the two named Plaintiffs to compensate them for their service and extra work provided on behalf of the Class Members. The actual amount of Class Representative Enhancement Payments awarded will be determined by the Court and paid by Defendants.

Defendants’ Representations. In addition, as part of the Settlement, Defendants represent and warrant they no longer use the Health History Questionnaire form (HHQ) at issue and agree to not use that form in the future.

Release. Upon the date the Court makes the award granting final approval of the settlement, for the period from October 23, 2017 and continuing through December 31, 2018 (the “Class Period”), Plaintiffs and the other Class Members, except those that make a valid and timely request not to participate in the Settlement, waive, release, discharge, and promise never to assert in any forum any and all claims alleged in the operative complaint which occurred during the Class Period which were or could have been alleged in the Action for conduct occurring during the Class Period based upon the facts set forth in the Operative Complaint, including nominal damages, punitive damages, injunctive relief and attorneys’ fees and costs and any other relief deemed appropriate by the Court on the basis of allegations that Defendants violated the California Fair Employment and Housing Act (Cal. Govt Code Section 12940 et seq.) by conducting “basic” Pre-Placement Post Offer medical examinations which required that job applicants fill out a Health History Questionnaire which contained medical inquiries that were not job related and/or consistent with business necessity (Collectively, “Released Claims”).

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the final approval hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of judgment.

What options do I have?

Do Nothing. If you do nothing, you will be bound by the Settlement, including the Release stated above.

Elect Not to Participate in Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written “Exclusion Request” letter received or postmarked no later than 10/22/2025, with your name, address, telephone number, last four digits of your social security number, and your signature. The Exclusion Request should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE U. S. HEALTHWORKS ACTION.”

Send the Exclusion Request directly to the Settlement Administrator at Raines v. US Healthworks, Class Action Administrator, P.O. Box 301130, Los Angeles, CA 90030-1130, 1-833-419-3926, info@ushealthworksclassaction.com. You may also get an Exclusion Request form at the website, <https://www.ushealthworksclassaction.com> and submit it online. Any person who submits a timely Exclusion Request shall, upon receipt by the Settlement Administrator, no longer be a Class Member, shall be barred from participating in any portion of the Settlement, and shall be barred from objecting to the Settlement. Do not submit both a Dispute and an Exclusion Request. If you do, the Exclusion Request will be invalid, you will be included in the Class, and you will be bound by the terms of the Settlement. By submitting a timely Exclusion Request, you will retain whatever rights or claims you may have, if any, and pursue them at your expense against Defendants and Released Parties.

Objecting to the Settlement. You have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, you must file a written objection with the court on or before 10/22/2025. In addition, you must serve on the Settlement Administrator, Class Counsel, and counsel for Defendants a written notice providing the grounds of objection signed by you or your attorney, along with all supporting papers postmarked or emailed on or before 10/22/2025. The written statement of objection must state your name; current mailing address; telephone number; dates of your examination by Defendants; and address of counsel, if any. The objection should clearly explain why you object to the Settlement, including every basis for the objection(s) and all supporting facts, plus whether you (or someone on your behalf) intends to appear at the final approval hearing. If you fail to make an objection in the manner specified or after the deadline, you shall be deemed to have waived any objections and foreclosed from making any objections (by appeal or otherwise) to the Settlement. If you submit a timely and complete objection and written notice of intention to appear, you may appear personally or through an attorney, at your own expense, at the final approval hearing to present your objection directly to the Court. If you have retained an attorney to represent you at the final approval hearing regarding your objection, your attorney must file a notice of appearance with the Court and serve same on Class Counsel and counsel for Defendants. Objections must be postmarked or emailed on or before 10/22/2025.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

What is the next step?

The Court will hold a final approval hearing on the adequacy, reasonableness, and fairness of the Settlement on 11/21/2025 at 1:30 pm, at Courtroom 13A, James M. Carter and Judith N. Keep Courthouse, United States District Court, Southern District of California, 333 West Broadway, San Diego, CA 92101. The location, date, and time of the final approval hearing may be moved without further notice to you. You should contact Class Counsel at (415) 398-0900 to confirm the address and time of the hearing. The Court also will be asked to rule on Class Counsel’s request for attorneys’ fees and reimbursement of costs and expenses, the service payments to the Class Representatives and the Settlement Administrator’s costs.

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may visit the website, <https://www.ushealthworksclassaction.com> as well as to obtain an Exclusion Request form. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANTS, OR DEFENDANTS’ ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Elections Not to Participate in Settlement, or Objections is October 22, 2025. These deadlines will be strictly enforced.