

COURT-APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

JULIANNE HUNTER and MYA BLUM, individually, and on behalf of other members of the general public similarly situated,

v.

LEGACY HEALTH, LEGACY EMANUEL MEDICAL CENTER, LEGACY EMANUEL HOSPITAL & HEALTH CENTER, LEGACY HEALTH PARTNERS, LLC, RANDALL CHILDREN'S HOSPITAL AT LEGACY EMANUEL,

United States District Court for the District of Oregon, No. Case No. 3:18-CV-02219-AR

The United States District Court for the District of Oregon and all parties to the case authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

ATTN: «EmployeeName»

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Legacy Health, Legacy Emanuel Medical Center, Legacy Emanuel Hospital & Health Center, Legacy Health Partners, LLC, Randall Children’s Hospital at Legacy Emanuel, (“Legacy”) for alleged wage and hour violations. The Action was filed by former Legacy employee Julianne Hunter, and she and Mya Blum (“Plaintiffs”) serve as class representatives and seek payment of back wages and other relief for a class of non-exempt employees (“Class Members”) who worked for Legacy from December 26, 2012 (for Oregon Class Members) and December 26, 2015 (for Washington Class Members) through September 19, 2024.

The proposed Class Settlement requires Legacy to fund Individual Class Payments. Based on Legacy’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be «Settlement Amount» (less withholding)**. The actual amount you may receive may be different and will depend on a number of factors. These above estimates are based on Legacy’s records showing that you worked **«AD Workweeks»** workweeks during the Auto-Deduct Period (from Dec. 26, 2012 to June 13, 2015) and **«NonAD Workweeks»** workweeks during the non-Auto-Deduct Period (from June 14, 2015 through September 19, 2024). Due to the statute of limitations, only individuals who worked in Oregon can recover wages for time worked in the Auto-Deduct period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. **READ THIS NOTICE CAREFULLY.** You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Legacy to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against Legacy.

If you worked for Legacy during the Class Period, you have two basic options under the Settlement:

1. **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage and hour claims against Legacy.
2. **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Legacy.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the wage claims against Legacy that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement The Opt-out Deadline is January 18, 2025	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by January 18, 2025	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the January 23, 2025 Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on January 23, 2025 at 11:00 a.m. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by January 18, 2025.	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The number Class Period Workweeks you worked according to Legacy’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by contacting the Administrator. See Section 5 of this Notice.

1. WHY DID I GET THIS NOTICE?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the United States District Court for the District of Oregon (the “Court”), has been reached between Plaintiffs and Legacy and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as patient care workers who worked for Legacy from December 26, 2012 through September 19, 2024.

The “Class Period” is December 26, 2012 through September 19, 2024.

2. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Legacy employees. The Action accuses Legacy of violating Federal, Oregon, and Washington labor laws by failing to pay all wages, including overtime, for time patient care employees worked during their unpaid meal periods and before or after their shift times. Plaintiffs also claim that Legacy employed an automatically deducted meal break policy for a period of time in Oregon that exacerbated said violations.

Legacy strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. Specifically, Legacy contends that Plaintiff and the Class Members were, at all times, properly compensated for wages under all Federal and state law. Legacy also maintains that this Action cannot be maintained as a class or representative action.

3. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Legacy or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Legacy hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Legacy negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Legacy, who expressly denies all liability.

The Court preliminarily approved the proposed Settlement and authorized this Notice, and scheduled a hearing to determine Final Approval.

4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

“Gross Settlement Amount” \$14,500,000.00 which is the total amount Legacy agrees to pay under the Settlement, except as to half of their share of employer payroll taxes owed on the Wage Portions of the Individual Class Payments.

Class Representative Service Payment to the Class Representative of not more than \$25,000.00 each to Plaintiffs Hunter and Blum.

Attorneys’ fees and costs in the amount of up to \$4,833,333.00 for fees (approximately 33 1/3 percent of the GSA) and costs in an amount to be determined and as documented in Class Counsel’s billing and as submitted to the Court for approval (currently estimated at \$126,506.04).

An Administrator Expenses Payment not to exceed \$78,500.00 except for a showing of good cause and as approved by the Court.

Release by Participating Class Members: For the period from December 26, 2012 through the Preliminary Approval Date, any and all wage and hour claims, obligations, demands, actions, rights, causes of action, and liabilities (including state statutory and common law claims), based on any theory whatsoever against the Released Parties, that was alleged in the First Amended Complaint, arising out of the facts alleged in the First Amended Complaint, or that could have been alleged in the First Amended Complaint based on such facts including, but not limited to, failure to pay minimum wages, failure to pay overtime wages, improper automatic time deductions, unlawful deductions from wages, failure to pay all wages due upon separation of employment, rounding, off-the-clock work, failure to provide and/or ensure any and all meal and rest periods (and any and all other meal and/or rest period violation claims and theories), willful refusal to pay wages, failure to provide accurate itemized employee wage statements, any and all common law or equitable claims arising out of or related to the facts alleged in the First Amended Complaint, and any and all claims for damages, penalties (including civil, statutory, and/or wage penalties), liquidated damages, declaratory relief, interest, attorneys’ fees, litigation costs, restitution, equitable relief, or additional damages which allegedly arise from the claims described above under any applicable law.

Class Members who cash their settlement check will be deemed to have opted into the Action and, along with all Opt-In Class Members, will be deemed to have released any and all claims under the FLSA under any theory whatsoever. Class members who do not cash their settlement check and who do not opt-out of the settlement are still deemed Participating Class Members, but are not Participating Opt-In Class Members. The settlement checks shall include the following opt-in and release language on the back of each Settlement Payment check:

By signing, cashing, and/or depositing this check, I am opting into the case captioned *Hunter et al. v. Legacy Health et al.*, U.S. District Court, District of Oregon, Case No. 3:18-CV-02219-AR, and I affirm my release of Legacy Health, Emanuel Hospital & Health Center, and all other Released Parties from the Class Members’ Released Claims as defined in the Settlement Agreement approved by the Court.

The “Released Parties” are Legacy Health, Legacy Emanuel Medical Center, Legacy Emanuel Hospital & Health Center,

Legacy Health Partners, LLC, Randall Children’s Hospital at Legacy Emanuel, Legacy Salmon Creek Hospital, and all affiliated parties and entities (including their respective past and present affiliates, parents, subsidiaries, predecessors, owners, successors, investors, shareholders, divisions, and each of these entities’ respective past and present directors, officers, managing agents, employees, partners, benefit plans, shareholders, attorneys, and representatives).

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Legacy of the Released Parties about the Released Class Claims resolved by this Settlement. It also means that all of the Court’s orders in the Actions will apply to you and legally bind you.

No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Legacy that any of the allegations in the Operative Complaint have merit or that Legacy has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Legacy’s defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Legacy reserves the right to contest certification of any class for any reason, and Legacy reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Legacy’s defenses. The Settlement, this Agreement and Parties’ willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

No Tax Advice. Neither Plaintiffs, Class Counsel, Legacy, nor Legacy’s Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

5. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Class Payments. When calculating the individual Settlement Payments to Participating Class Members following Final Approval (for purposes of preparing individual Settlement Payment checks), the Settlement Administrator will not include Class Members who validly request exclusion from the Settlement. For each week during which the Participating Class Member performed work for Defendants during the Class Periods, he or she shall be eligible to receive a pro rata portion of the Net Settlement Amount.

To reflect the varying value of the state law claims and different statutes of limitation, each workweek during which work was performed in the Class Periods in the Auto Deduct Period in Oregon will be equal to six (6) additional settlement shares, and in the non-Auto Deduct period will be equal to three (3) additional settlement shares. Opt-In Class Members shall be entitled to an additional one (1) settlement share for each workweek credited, regardless of whether the work was performed in Washington or Oregon.

The total number of settlement shares for all Participating Class Members will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Participating Class Member’s number of settlement shares to determine the Participating Class Member’s pro rata portion of the Net Settlement Amount (“Settlement Payment”).

Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period, as recorded in Legacy’s records, are stated in the first page of this Notice. You have until January 18, 2025 to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 10 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Legacy’s calculation of Workweeks based on Legacy’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Legacy’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

6. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 10 of this Notice has the Administrator’s contact information.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or “opt out.” If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Legacy for the Released Class Claims.

To opt out, you must submit to the Administrator a written, signed, and dated request to opt-out postmarked no later than the Response Deadline which is January 18, 2025. You may also fax your request to opt out to (949) 419-3446 or email the dispute to legacyhealthsettlement@cptgroup.com by no later than the Response Deadline. Be sure to personally sign your request, state that you wish to be excluded from class settlement in *Hunter et. al. v. Legacy Health et. al.*, No 3:18-CV-02219-AR and include your identifying information (full name, address, e-mail address, telephone number, approximate dates of employment). You must make the request yourself. If someone else makes the request for you, it will not be valid.

The address for the Administrator, CPT Group Inc., can be found in Section 10 of this Notice. Written requests for exclusion that are postmarked after January 18, 2025, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Legacy are asking the Court to approve. At least 30 days before the January 23, 2025 Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 10 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator’s Website at www.cptgroupcaseinfo.com/legacyhealthsettlement.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses or Service Award, may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is January 18, 2025.** You may also fax the objection to (949) 419-3446 or email the objection to legacyhealthsettlement@cptgroup.com by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Hunter et. al. v. Legacy Health et. al.*, No 3:18-CV-02219-AR, and include your name, current address, telephone number and/or email address, and approximate dates of employment for Legacy and sign the objection. Section 10 of this Notice has the Administrator’s contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

9. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on January 23, 2025 at 11:00 a.m. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and

Defense Counsel before making a decision. Check the Court's website for the most current information.

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

10. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Legacy and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Settlement Administrator's website at www.cptgroupcaseinfo.com/legacyhealthsettlement. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THIS SETTLEMENT.

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Telephone: 1-888-714-5002
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Website: www.cptgroupcaseinfo.com/legacyhealthsettlement

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11. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund in the state where you worked for Legacy, available at <https://unclaimed.oregon.gov/app/claim-search> or <https://ucp.dor.wa.gov/app/claim-search> for instructions on how to retrieve the funds.

12. WHAT IF I CHANGE MY ADDRESS?

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

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, LEGACY, OR LEGACY'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIMS PROCESS. YOU MAY, HOWEVER, CALL ANY OF THE CLASS COUNSEL LISTED ABOVE OR THE ADMINISTRATOR.