

## NOTICE OF CLASS ACTION SETTLEMENT

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

- You are receiving this notice because records show that you were (or are) an hourly paid, non-exempt employee employed by Providence Health & Services - Oregon sometime between July 8, 2022, through March 31, 2023.
- A class action lawsuit was filed by individuals asserting, on behalf of themselves and similarly situated employees, that Providence Health & Services - Oregon violated Oregon wage laws.
- The parties reached a settlement described in this notice. You have been identified as a member of the class, and this notice outlines your rights and options pursuant to the settlement.
- If the court approves the settlement, you will automatically receive payment unless you exclude yourself from the settlement by opting out as explained below.
- Please read this notice carefully. It explains your legal rights.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>DO NOTHING</b>	If you don't exclude yourself, you will receive payment if the settlement is approved by the court. You will also be bound by the settlement, including the release of legal claims.
<b>SUBMIT A CLAIM</b>	You have the option to submit a claim (or claims) to receive additional payment if you believe you have not been paid all wages and/or were paid wages late after the end of your employment as a result of the launch of the Genesis Payroll system. The deadline to submit a claim is <b>March 21, 2025</b> . If you submit a claim and the settlement is approved by the court, you will also be bound by the settlement, including the release of legal claims.
<b>ASK TO BE EXCLUDED</b>	If you ask to be excluded by opting out of the settlement, you will <i>not</i> receive a share of the settlement funds and you will <i>not</i> be bound by the settlement. The deadline to opt out is <b>March 21, 2025</b> .
<b>FILE AN OBJECTION</b>	You may object and tell the court why you don't want the settlement to be approved. If the court approves the settlement despite your objection, you will still receive a payment as part of the settlement and will still be bound by the settlement, including the release of claims. You can't object to the settlement if you've opted out. The deadline to object is <b>March 21, 2025</b> .

For more information, please visit [www.GenesisWageSettlement.com](http://www.GenesisWageSettlement.com) or call 877-495-0946.

## BACKGROUND OF THE LAWSUIT

On August 15, 2022, a class action lawsuit (the “Complaint”) was filed in Multnomah County Circuit Court (the “Court”) captioned *Jamie Aguilar, Michael Flock, Jessica Lobell, and Trever Palin v. Providence Health & Services - Oregon*, Case No. 22CV27153. Jamie Aguilar, Michael Flock, Jessica Lobell, and Trever Palin (collectively the “Plaintiffs”) alleged in the Complaint that Providence Health & Services - Oregon (“Providence”) activated a new payroll system (“Genesis”) that caused widespread disparities in pay for Providence’s employees in Oregon, including: (1) payment of incorrect wage rates, (2) missing work hours from paychecks, (3) missing or late paychecks, (4) absent or incorrect overtime wages, (5) incorrect wage deductions or withholdings, (6) delayed remittance of funds deducted from wages, (7) reductions from PTO, EIB, sick time, or low census banks, (8) unpaid bonuses or per diems, and (9) absent or incorrect wage rates for various types of premium pay, such as shift differentials, incentive pay, certification pay, or clinical ladder pay. The Complaint asserts claims under Oregon wage laws, including ORS 652.120, ORS 652.150, and ORS 652.615, as well as a claim for an equitable accounting of wages (the “Claims”), on behalf of themselves and on behalf of a putative class consisting of all hourly paid, non-exempt employees who were employed by Defendant in the State of Oregon at any time from July 8, 2022, through March 31, 2023 (the “Class”).

Providence denied and continues to deny that it violated Oregon wage laws or is liable to Plaintiffs or the Class. The Complaint and other contentions of Plaintiffs raise complex legal and factual issues regarding the application of wage and hour laws, the various cases and regulations interpreting such laws, and the viability of the Claims against Providence. Plaintiffs have the burden of proof on some issues and Providence has the burden on others, and the trial of this matter would likely be lengthy and complex, adding to the cost and potential delay. The outcome of the litigation with respect to all the issues is uncertain.

Jamie Aguilar, Jessica Lobell, and Trever Palin (collectively the “Class Representatives”) engaged in extensive good faith negotiations with Providence to resolve the Claims to avoid and minimize the time, expense, and delay of continued litigation. Although there exist complex and significant unresolved factual and legal disagreements in this case, attorneys for the Class Representatives and Providence (collectively the “Parties”) believe they have sufficiently evaluated the claims and issues in the case to fairly resolve this dispute.

The Parties have reached a proposed settlement to resolve the legal dispute between them, memorialized in a settlement and release agreement (the “Settlement”), under which the benefits described below will be provided to members of the Class and the Action will be dismissed if approved by the Court. The Parties agree that the Settlement was reached solely to resolve disputed Claims, and that neither the Class Representatives nor Providence admit any wrongdoing, either in violation of an applicable law or otherwise. The Parties believe that the Class includes approximately 18,000 individuals, including the Class Representatives.

The Class Representatives are represented by the law firm of Bennett Hartman, LLP (the “Class Counsel”). The Court has preliminarily approved the Class Counsel to represent the Class in this matter. The Class Counsel recommends the Settlement, believing it is fair, reasonable, and adequate to the Class.

## SUMMARY OF THE SETTLEMENT

The following description of the proposed Settlement is only a summary. You may obtain a copy of the complete settlement agreement at [www.GenesisWageSettlement.com](http://www.GenesisWageSettlement.com). The terms of the Settlement relevant to the Class Members is summarized as follows:

Providence will pay the total amount of \$2,000,000 to a non-reversionary fund (the “Settlement Fund”) to settle the Claims. **IT IS IMPORTANT THAT YOU UNDERSTAND THAT THIS AMOUNT REPRESENTS ONLY THE AGREED TOTAL SETTLEMENT PAYMENT. THE ACTUAL AMOUNT DISTRIBUTED TO ANY ONE INDIVIDUAL CANNOT BE KNOWN UNTIL AFTER ADMINISTRATION OF THE SETTLEMENT IS COMPLETE AND THE SETTLEMENT IS APPROVED BY THE COURT AS FINAL.**

A settlement administrator will calculate the amount of the Settlement Fund that will be distributed to the Class on an individualized basis pursuant to the terms of the Settlement. The Settlement states that each member of the Class

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will receive a minimum amount expected to be between \$40 and \$75. Members of the Class may submit additional claims for one or both of the following: (1) up to \$1,000 to a Class Member who submits a sworn statement that they were not paid all wages, and still have not been paid, as a result of the launch of Genesis shall receive the amount of the claimed unpaid wages up to \$1,000, unless Providence establishes that records show conclusively that the employee was fully paid; and/or (2) up to \$1,000 to a Class Member who submits a sworn statement that they were paid wages late at the end of their employment as a result of the launch of Genesis shall receive a late payment penalty matching the amount of the late paid wages up to \$1,000, unless Providence establishes that records show conclusively that the employee was timely paid. Anyone who submits a claim will also be entitled to recover the minimum payment expected to be between \$40 and \$75.

Distribution of the Settlement Fund will be made by Providence to a settlement administrator, A.B. Data, Ltd., pursuant to the terms of the Settlement. The Class Counsel will receive attorney fees in the amount of twenty-five percent of the gross Settlement Fund, as well as reimbursement of reasonable litigation expenses in the amount of \$39,019. The three Class Representatives will each receive a one-time payment of \$7,500 for their service in this matter in their capacity as Class Representatives. Expenses for settlement administration will also be paid from the Settlement Fund. The settlement administrator will thereafter distribute the net Settlement Fund in the form of individualized payment to each member of the Class. The Settlement will only become effective if the Court approves it.

If a check issued to a member of the Class from the Settlement Fund is not deposited or negotiated within 60 days of its date of issuance (the “Residual Funds”), such Residual Funds will be donated 50% to Legal Aid Services of Oregon and 50% to the Northwest Employment Education Defense Fund, d.b.a. Northwest Workers’ Justice Project. No portion of the Residual Funds will revert to Providence for any reason, nor will they be distributed to the Class Counsel except as set forth in the Settlement.

#### **Possible Tax Consequences of the Settlement Fund Payments**

The Settlement Fund reflects the Parties’ good faith negotiations regarding a number of aggregated and liquidated (and in some cases unknowable) categories of potential damages. Therefore, the Parties have deemed payments under the claims-made process for unpaid wages to be backpay and wages subject to standard payroll withholdings, and for which Providence will issue an IRS Form W-2. However, all other payments to each member of the Class are deemed non-wage general damages not subject to payroll withholdings or deductions. Notwithstanding the foregoing, Providence has not made any representations nor offered any advice regarding federal, state, local, or non-U.S. tax consequences of the payments to be made from the Settlement Fund. Except for any amounts withheld for applicable tax purposes, which will be deposited with the appropriate governmental authority, each member of the Class is solely responsible for their federal, state, local, and non-U.S. tax obligations, liabilities, interest, and penalties, including all reporting and payment obligations, which may arise as a consequence of the Settlement.

#### **Release of Legal Claims and Effect of Approval of Settlement**

Upon final approval of the Settlement by the Court and dismissal of the Action, all members of the Class, except for each member of the Class who properly opts out of the Settlement, shall forever waive and release fully and irrevocably Providence, its affiliates, divisions, subsidiaries, parents, predecessors, any merged entity or merged entities and/or its or their present and former officers, partners, directors, managers, supervisors, employees, attorneys, agents, shareholders and/or successors, assigns, trustees, heirs, administrators, executors, representatives, and/or principals thereof in exchange for the consideration provided for in the Settlement of all claims, demands, rights, liabilities, and causes of action under any federal, state, or local law or statute that were alleged in the Action, or that could have been alleged based on the same predicate facts alleged in the Action, whether known or unknown, including, but not limited to, claims for: (1) equitable accounting of wages; (2) failure to pay all wages at regular paydays under ORS 652.120; (3) failure to pay all wages at termination under ORS 652.140 and 652.150; (4) withholding wages without authorization under ORS 652.610 and 652.615; (5) common law conversion, as well as any claims arising from the implementation or activation of Genesis for pay errors, unpaid wages, unauthorized deductions or withholdings, statutory wage claims, claims under contract or common law, including but not limited to, conversion, unjust enrichment, quantum meruit, and equitable accounting, whether for economic damages, non-economic damages, punitive damages, penalties, attorney fees and costs, in any forum or proceeding, up to December 11, 2024.

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## INSTRUCTIONS FOR YOUR OPTIONS TO RESPOND TO THIS NOTICE

### **1. Do Nothing**

If you want to participate in the Settlement, you do not have to do anything. You will automatically be included in the Settlement and receive a payment from the Settlement Fund if the Settlement is approved by the Court as final. You will also be bound by the Settlement, including the release of legal claims described above, if the Settlement is approved by the Court as final.

### **2. Submit a Claim (or Claims) for Additional Payment**

You may submit one or both of the following claims to receive additional payment: (1) a claim for unpaid wages up to \$1,000 by submitting a sworn statement that you were not paid all wages, and still have not been paid all wages, because of the launch of Genesis, and (2) a claim for a late payment penalty up to \$1,000 by submitting a sworn statement that you were paid wages late at the end of your employment because of the launch of Genesis. Providence may contest claims submitted if it establishes that records show conclusively that a claim should not be paid.

To submit a claim or claims, you must complete an online claim form at [www.GenesisWageSettlement.com](http://www.GenesisWageSettlement.com) or mail a written statement to the settlement administrator at:

Genesis Wage Settlement  
c/o A.B. Data, Ltd.  
P.O. Box 173086  
Milwaukee, WI 53217

The statement must contain: (1) your name, (2) your address, (3) a statement that you are submitting a claim for additional payment in the matter of *Aguilar, et. al. v. Providence Health & Services - Oregon*, (4) the sworn statement required by one or both claims, and (5) the amount, up to \$1,000 for each claim, that you believe you are owed.

The deadline to submit a claim is 30 days from the date of this notice. All claims must be postmarked no later than **March 21, 2025**.

### **3. Exclude Yourself from the Settlement**

If you ask to be excluded from the Settlement (or “opt out”), you will not receive a payment from the Settlement Fund or any other benefits of the Settlement and will not be bound by the Settlement. The Settlement will not affect the legal rights of anyone who timely opts out of the Settlement.

To exclude yourself from the Settlement by opting out, you must mail a written statement to the settlement administrator at: Genesis Wage Settlement, Attn: Exclusions, P.O. Box 173001, Milwaukee, WI 53217.

The statement to exclude yourself must contain: (1) your name, (2) your address, (3) a statement that you wish to be excluded from the Settlement in the matter of *Aguilar, et. al. v. Providence Health & Services - Oregon*, and (4) your signature. You cannot opt out of the Settlement and also object to the Settlement.

The deadline to opt out is 30 days from the date of this notice. All requests to opt out must be postmarked no later than **March 21, 2025**.

### **4. File an Objection to the Settlement**

You may object and tell the Court why you do not want the Settlement to be approved. If the Court approves the Settlement despite your objection, you will still receive a payment as part of the settlement and will still be bound by the Settlement, including the release of claims described above.

To object to the Settlement or comment on the Settlement, you may mail a written objection or comment to the settlement administrator at: Genesis Wage Settlement, Attn: Objections, P.O. Box 173001, Milwaukee, WI 53217.

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Your objection or comment must contain: (1) your name, (2) your address, (3) a statement that you want to object to or comment on the settlement in the *Aguilar, et. al. v. Providence Health & Services - Oregon*, and (4) a detailed description of any objections or comments you wish to relay to the Court, and (5) your signature. Your objection should state the specific reason for each objection and any legal support for each objection. The settlement administrator will provide objections and comments to the Court. If you wish, you may also enter an appearance in this case through your own attorney. An appearance through an attorney is not necessary to object to the Settlement.

The deadline to object or comment is 30 days from the date of this notice. All written objections or comments to the settlement administrator must be postmarked no later than **March 21, 2025**.

#### FINAL SETTLEMENT APPROVAL HEARING

The Court has preliminarily approved the Settlement as fair, reasonable, and adequate. The Court will hold a hearing to determine whether the Settlement should be approved as final. The hearing is currently scheduled to be held on **April 10, 2025**, at **2:30 p.m.** in the courtroom of Oregon Circuit Court Judge Judith H. Matarazzo at the Multnomah County Courthouse, 1200 SW First Avenue, Room 07-A, Portland, Oregon 97204. The date, time, and location of the hearing may change without further notice to you. Any updates will be posted on the website at [www.GenesisWageSettlement.com](http://www.GenesisWageSettlement.com).

It is not necessary for you to appear at the hearing unless you have timely filed an objection to the Settlement and wish to be heard by the Court with respect to your objection.

#### ADDITIONAL INFORMATION

This notice provides only a summary of the terms of the Settlement. You can obtain a complete copy of the settlement agreement at [www.GenesisWageSettlement.com](http://www.GenesisWageSettlement.com). If you have questions about the Settlement, you may call the settlement administrator at 877-495-0946.

**PLEASE DO NOT CONTACT THE COURT ABOUT THE SETTLEMENT.**  
**THE COURT WILL NOT BE ABLE TO ASSIST YOU.**