

SETTLEMENT NOTICE OF THE CALIFORNIA DEPARTMENT OF
CORRECTIONS AND REHABILITATION PREGNANCY
DISCRIMINATION CLASS ACTION LAWSUITS

Una versión en Española de este aviso está disponible en
www.cdcrpregnancysettlement.com / (310) 432-0500

THIS AFFECTS YOUR LEGAL RIGHTS

Carreon, et al. v. California Department of Corrections and Rehabilitation, Los Angeles County Superior
Court Case Number 19STCV09935

Bagube, et al., v. California Department of Corrections and Rehabilitation,
Los Angeles County Superior Court Case No. 20STCV10154

Name/Address: _____

NOTICE: AN INDIVIDUALIZED COPY OF THIS NOTICE AND FORMS WILL BE MAILED TO ALL CURRENT AND FORMER EMPLOYEES WHO WERE OR MAY HAVE BEEN PREGNANT BETWEEN JUNE 15, 2015 AND MAY 31, 2020. **MOST OF THESE MAILED NOTICES SHOULD ARRIVE NO LATER THAN MARCH 14, 2025. IF YOU DO NOT RECEIVE AN INDIVIDUALIZED NOTICE IN THE MAIL BY MARCH 14, 2025, AND YOU WERE PREGNANT WHEN WORKING FOR CDCR BETWEEN JUNE 15, 2015 AND MAY 31, 2020, THEN SUBMIT A MEMBER'S CHALLENGE FORM BY THE DEADLINE OF APRIL 28, 2025 IN ORDER FOR YOU TO RECEIVE COMPENSATION UNDER THE SETTLEMENT (OR SUBMIT A REQUEST FOR EXCLUSION FORM BY THAT DATE). HOW TO SUBMIT THOSE FORMS IS EXPLAINED BELOW AND ON THOSE FORMS.**

Class Counsel can answer questions at the following: 310-432-0500, or info@peterlawgroup.com

**NOTICE TO ALL CURRENT AND FORMER EMPLOYEES OF
CDCR WHO WERE PREGNANT FROM JUNE 15, 2015 TO MAY 31, 2020.**

**THE LOS ANGELES COUNTY SUPERIOR COURT APPROVED THIS
NOTICE TO PREGNANT WOMEN WHO WORKED FOR THE
CALIFORNIA DEPARTMENT OF CORRECTIONS AND
REHABILITATION BETWEEN JUNE 15, 2015 AND MAY 31, 2020. THIS
IS NOT A SOLICITATION; YOU HAVE NOT BEEN SUED.**

SUMMARY OF SETTLEMENT

The Los Angeles County Superior Court ("Court") has preliminarily approved a settlement of a pregnancy-related employment discrimination class action case and related lawsuit against the California Department of Corrections and Rehabilitation ("CDCR"), the "Lawsuits," which is intended to resolve all claims relating to CDCR's prior reasonable accommodation and light-duty policy and practices affecting pregnant employees during the period of June 15, 2015 to May 31, 2020 ("Settlement"). You can read the Settlement at the website, www.cdcrpregnancysettlement.com, or at CDCR's intranet and Return-to-Work Offices. Capitalized terms in this Notice are defined herein or in the Settlement Agreement.

This Notice explains a Settlement of pregnancy-related claims against CDCR. You are receiving this Notice because you are, or you may be, a member of a “Settlement Class,” defined to include all CDCR employees who had one or more pregnancies when working for CDCR between June 15, 2015 and May 31, 2020 (the “Settlement Period”). The Settlement Period covers the time period when pregnancy-related restrictions were handled under a prior reasonable accommodation (“RA”) and “limited term light duty assignment” policy and practice, called the Prior RA and Light Duty Policy (“Policy”) in the Settlement. The Policy changed by May 31, 2020, after CDCR adopted New Light-Duty Regulations (see Title 15 California Code of Regulations sections 3436 and 3436.1). This change occurred after the Lawsuits were filed in Court, and helped resolve the Lawsuits because CDCR now has expanded light-duty assignments and temporary modified work assignments available to pregnancy-limited employees.

The Settlement will resolve your possible claims against CDCR arising from your work experiences concerning your pregnancy(ies) that occurred during the Settlement Period. You do not need to make specific pregnancy-related claims to be a Settlement Class Member.

If you were pregnant working for CDCR in the Settlement Period, then you are a Participating Class Member, unless you take prompt action to exclude yourself, as explained below. If you were not pregnant in that period, the Settlement does not affect you.

Remaining in the Settlement Class means you choose to resolve any and all claims you may have relating to your pregnancy-related conditions, needs, restrictions, limitations or disabilities relating to the Lawsuits’ operative complaints. This includes resolving all your pregnancy-related claims as any employee who (1) sought but was denied reasonable accommodation related to her pregnancy, and/or (2) was deterred by CDCR from seeking a reasonable accommodation related to her pregnancy, and/or (3) did not receive light duty or another job assignment on equal terms with other temporarily disabled employees; and (4) any similar or related pregnancy-discrimination claims. The Settlement language that releases your claims is stated below.

Another pregnancy-accommodation lawsuit filed by the California Civil Rights Department (CRD) (formerly Department of Fair Employment and Housing) against CDCR has not been settled (the “CRD Case”). The CRD Case seeks monetary relief for claims that are narrower in scope than those covered by the Settlement. The CRD Case is limited to CDCR employees who requested and were denied a reasonable accommodation for pregnancy-related conditions. The period of time covered by the CRD Case is disputed between CRD and CDCR, and is uncertain, particularly claims based on pregnancies from the period of June 2015 to October 2017. Some Settlement Class Members who are included in the scope of the CRD Case may be able to recover money through that case, but only if (1) you opt out of this Settlement (discussed below), (2) your pregnancy claims are included in

the CRD Case, and (3) the CRD obtains monetary relief for you in the CRD Case. The CRD Case is pending in Los Angeles County Superior Court, Case Number 20STCV46485. CRD has published additional information at this webpage: <https://calcivilrights.ca.gov/readingroom/>. You can contact Class Counsel if you have questions, at the following: 310-432-0500/info@peterlawgroup.com. Class Counsel is not affiliated with the Civil Rights Department.

The Settlement provides at least \$3.113 million dollars to be shared by Participating Class Members based on their pregnancies during the Settlement Period, without proving in Court facts, such as:

(1) that a pregnancy involved a pregnancy-related medical restriction or condition, (2) that CDCR failed to reasonably accommodate a known pregnancy restriction, or (3) that CDCR did deter a pregnant employee from asking for a pregnancy-related accommodation, (4) that a reasonable accommodation for pregnancy-related restrictions was in fact available at that time, and/or (5) that CDCR discriminated against pregnant employees in providing light duty or other job assignments during the Settlement Period. Only Participating Class Members can recover money from CDCR to resolve these claims under this Settlement. Alternatively, a Member can exclude herself and try to participate in separate litigation that may require a Member to prove liability and damages in Court. Plaintiffs' Class Counsel, appointed by the Court, believes that many Participating Class Members would not be able to prove their individual claims at trial, and this Settlement allows for monetary recovery by all CDCR employees who were pregnant when the Policy was in effect (during the Settlement Period).

IF YOU WERE PREGNANT WHILE WORKING FOR CDCR BETWEEN JUNE 15, 2015 AND MAY 31, 2020, REVIEW YOUR PREGNANCY INFORMATION IDENTIFIED BELOW.

If you accept the information below for Settlement purposes, and do not want to change it, then you have nothing further to do to remain a Participating Class Member. You will receive Settlement Shares to allocate you money based on this information under a Shares Formula that a Settlement Administrator ("Administrator") will use. The Shares Formula is defined in the Settlement Agreement, found at www.cdcrpregnancysettlement.com.

If you want to change the pregnancy information associated with you, then you must SUBMIT A MEMBER'S CHALLENGE BY April 28, 2025, providing verified information to the Administrator, as explained below.

The actual amount of your Individual Settlement Payment is unknown at this time and will depend on many factors, including the final number of Participating Class Members and Documented Pregnancies. **Class Counsel estimates that payments for Participating Class Members having one or more Documented Pregnancies will**

range between several hundred and several thousand dollars, depending on individual circumstances for a Member: (1) her number of pregnancies in the Settlement Period; (2) whether she was a peace-officer employee, (3) whether she made a documented Reasonable Accommodation Request regarding a pregnancy, and (4) whether she certifies she was deterred from making such request. (Sections 15 and 20 of the Settlement Agreement explain the Shares Formula and factors affecting the calculation of each Participating Class Member’s individual payment amount.)

IF YOU RECEIVED THIS NOTICE BY MAIL, YOU ARE EITHER AN IDENTIFIED OR POSSIBLE SETTLEMENT CLASS MEMBER

You are a Settlement Class Member if you had a Documented Pregnancy when working for CDCR in the Settlement Period of June 15, 2015 to May 31, 2020. CDCR has identified about 1,142 former and current employees who were pregnant in the Settlement Period. CDCR also identified 27,676 former and current employees who may have been pregnant in the Settlement Period. Both groups will receive this Notice.

YOU CAN EXCLUDE YOURSELF FROM THIS SETTLEMENT IF YOU SUBMIT A REQUEST FOR EXCLUSION NO LATER THAN APRIL 28, 2025.

WHAT ARE THE SETTLED LAWSUITS ABOUT?

Nine CDCR employees (“Plaintiffs”) filed two class action lawsuits on behalf of themselves and other pregnant CDCR employees, alleging pregnancy-related disability and discrimination claims. The first lawsuit was filed on March 25, 2019 by Plaintiffs Jacqueline Carreon, Geneva Carter, Racquel Chanelo, Melissa Glaude, Karen Lang and Angela Powell (the “Carreon Lawsuit”), and a second lawsuit filed on March 13, 2020 was brought by Plaintiffs Karen Bagube, Lia McKeown and Nina Ortez (the “Bagube Lawsuit”). The Carreon Lawsuit was brought on behalf of employees in peace-officer job classifications (e.g., Correctional Officers, Medical Technical Assistants, etc.) and the Bagube Lawsuit was filed on behalf of non-peace-officer employees. The Court ruled the Carreon Lawsuit would proceed as a class action. The Court initially declined to approve the Bagube Lawsuit as a class action on behalf of pregnant non- peace-officer employees. Whether those rulings were correct are subjects for appeal unless this Settlement is finally approved by the Court.

Plaintiffs in both Lawsuits allege the same wrongdoing: that CDCR had a policy or practice that discriminated and failed to reasonably accommodate pregnancy-related disabilities, including in violation of the Fair Employment and Housing Act (FEHA) under California Government Code sections 12940 and 12945. The Lawsuits also claim that pregnant employees were unlawfully denied light-duty assignments or similar light-duty job positions. CDCR has denied all wrongdoing, and contends that its prior Policy was

lawful. CDCR has raised many defenses, both factual and legal, that may defeat some or all of these pregnancy claims, for some or all of the Settlement Class Members.

Due to these defenses and difficulties proving individualized damages, there are significant barriers to Plaintiffs and Settlement Class Members getting a better result by continuing to litigate the Lawsuits. A former class-action judge helped negotiate this Settlement, and the Court has preliminarily approved it.

CDCR HAS CHANGED ITS PRIOR LIGHT-DUTY POLICY

By May 31, 2020, CDCR had changed its Prior RA and Light Duty Policy, resolving the Lawsuits' demands to change CDCR policy. CDCR now follows New Light-Duty Regulations and policies under which a CDCR employee with documented temporary limitations or restrictions, including pregnant employees, can receive expanded light duty or temporary modified work assignments of ninety (90) days or more. This temporarily changes an employee's usual job duties while still allowing that employee to remain in their usual job classification with the same compensation and benefits.

WHAT ARE THE POTENTIAL OUTCOMES OF THE LAWSUITS?

Without final approval of this Settlement, the Lawsuits may continue for years and any positive outcome is uncertain. Success at a future trial and on appeal are necessary before any person may recover money through either of the Lawsuits. The success of the Lawsuits is uncertain, and the merits of those claims have not been proven. Therefore, unless this Settlement receives final approval, it is uncertain whether you will receive money for claims based on past pregnancies working for CDCR.

This Settlement would avoid a complex trial involving hundreds of pregnancy claims, years of appeals, and would finally resolve the Lawsuits. Payments given to, and releases given by, Participating Class Members will occur after there is final approval of the Settlement by the Court, expected later this year.

WHAT IS THE PROPOSED SETTLEMENT?

Under the Settlement, CDCR reaffirms its commitment to its employees and will pay monetary relief totaling Five Million One Hundred Thousand Dollars (\$5,100,000) (the "Gross Settlement Amount"). After court-approved administration fees, award of attorney fees and costs, and service awards for Plaintiffs who brought and litigated the Lawsuits, Participating Class Members will get individual payments from the **Net Settlement Amount, estimated to be a total of \$3.113 million plus accrued interest at the time of payments.**

The Court has preliminarily approved the following potential payments from the Gross Settlement Amount of \$5.1 million:

A. Pursuant to an application for fees and costs made to the Court, no more than

\$1.683 million for fees and costs for the Class Counsel.

B. Pursuant to an application made to the Court, no more than \$20,000 to each of the nine Plaintiffs (Class Representatives) who filed the Lawsuits as a "Service Award Payment" for their time and effort expended in the Lawsuits.

C. Approximately \$124,000 to the Administrator for tracking and updating the Settlement Class Member lists, sending the Notices and payments, reviewing Member's Challenges and related administration.

If the Court awards less than these amounts, the remainder will be added to the Net Settlement Amount for payment to Class Members.

The Settlement Releases Your Pregnancy Claims Against CDCR

The Settlement is intended to bring peace. Thus, Settlement Class Members who do not timely submit a Request for Exclusion will release all their claims against CDCR relating to their pregnancies during the Settlement Period, as specifically follows. By settling, you agree you will not seek or be entitled to any further damages, compensation, or benefits from CDCR outside of the Settlement, relating to your pregnancies under the prior Policy. The Settlement Agreement provides you are releasing claims as follows:

29. Release of Claims:

a. In further consideration of the benefits in this Agreement and provisions for payments related to pregnancies that can be received under this Agreement without needing to individually prove damages or liability against CDCR, each Participating Class Member hereby forever discharges and releases CDCR, and each of its superior or parent government entities, divisions, subsidiaries, affiliates, predecessors, and successors, and each of their current and former directors, officers, members, fiduciaries, employees, attorneys, representatives, and agents (collectively, the "Released Persons"), from all actions, causes of actions, demands, damages, attorneys' fees, costs, loss of wages, interest, injunctive relief, equitable and any other available monetary or non-monetary relief related to, or in any way growing out of, any and all pregnancy-related claims which were or could have been alleged in the Lawsuits' operative complaints, and arising during the Settlement Period. This release becomes effective when CDCR funds the Gross Settlement Amount, unless a Class Member timely submits a Request for Exclusion, and includes any and all claims relating to the Prior RA and Light-Duty Policy in place when pregnancies occurred during the Settlement Period, and any other light-duty, job assignment, accommodation, discrimination, or retaliation claims having any connection to pregnancy, as alleged or that could have been alleged in the Lawsuits' operative complaints. This release includes all claims related to those causes of action and claims that were pled or could have been pled based upon the facts alleged in the Lawsuits, including, without limitation, any claims related to pregnancy discrimination and/or failing to accommodate pregnant employees, and/or any claims brought under any

pregnancy-rights laws or regulations, including but not limited to the FEHA (e.g., Government Code sections 12940 and 12945) and analogous federal laws. The claims released in this Section 29 by Participating Class Members are the "Released Claims."

b. In order to achieve a full and complete release of the Released Persons, except as otherwise excluded or excepted, each Class Representative and Participating Class Member acknowledges that the release in this Section 29 is also intended to include in its effect all such Released Claims relating to any pregnancy that such person had or may have had during the Settlement Period, including claims that could be litigated in the *Civil Rights Department v. CDCR* case pending in Los Angeles County Superior Court, Case No. 20STCV46485.

c. You are giving a release of all claims and causes of action against the Released Persons arising from any and every pregnancy you had during the Settlement Period while working for CDCR. If you want to pursue a possible right to pursue any claims against CDCR relating to a pregnancy you had during the Settlement Period, you must exclude yourself from this Settlement by submitting the Request for Exclusion Form, found below and available through Class Counsel.

HOW DOES THE SETTLEMENT ALLOCATE MONEY TO ME?

An estimated \$3.113 million (plus interest) will be divided among Participating Class Members. The Settlement give more for pregnancies where the employee made a Reasonable Accommodation Request for a pregnancy-related restriction to be able to continue to work ("RA pregnancy"). The Settlement gives more to peace-officer ("PO") employees, due to the inherent danger in their jobs and greater risks of injury for pregnant PO employees. But any employee who was pregnant during the Settlement Period is entitled to part of the Settlement funds.

CDCR has identified about 1,142 Settlement Class Members who are current and former CDCR employees pregnant under the Prior Policy. Notice of the Settlement will also be publicized and sent to all other female CDCR employees/ former employees who worked for CDCR between June 2015 and October 2017 and so might have been pregnant under the Prior Policy, but about whom CDCR lacks knowledge. It is uncertain how many additional Members may be added following the mailing of the Notice.

Class Counsel determined and the Court preliminarily approved a Shares Formula to allocate shares of the Net Settlement Amount to Settlement Class Members as follows (see Settlement, Sections 15 and 20):

Each Documented Pregnancy receives one share. If a Documented Pregnancy was also an RA pregnancy, it receives two additional shares. If a Documented Pregnancy was also a "deterred pregnancy" (because a person gives a sworn statement that she was deterred from asking for an accommodation for a pregnancy-related restriction), it

receives one additional share. If a person was a peace-officer employee during at least one Documented Pregnancy, then she will get two more shares (total, not for each pregnancy). Adding a person's shares from all her pregnancies equals that person's Total Settlement Shares, and allocates her a fraction of All Settlement Class Shares and a corresponding part of the Net Settlement Amount.

Your final Individual Settlement Payment cannot be determined until the number of Participating Class Members is finalized and all Member's Challenges have been reviewed to determine All Settlement Class Shares. Payments will be made within two weeks after the Court grants final approval to the Settlement, or after the time to appeal ends or an appeal is resolved.

YOUR CDCR-IDENTIFIED PREGNANCY INFORMATION:

1. Name: _____
 2. Number of your Documented Pregnancies in Settlement Period: 0
 3. Number of those Documented Pregnancies that involved a Reasonable Accommodation Request, multiplied by 2: 0
 4. Number of other Documented Pregnancies for which you claim you were "deterred" from requesting accommodation: 0
 5. Shares for being a Peace Officer during a Documented Pregnancy: 0
- Adding the numbers in 2 through 5 equals your Total Settlement Shares: 0

If you were pregnant in the Settlement Period, then YOU MUST DECIDE IF YOU WANT TO CORRECT THE ABOVE PREGNANCY INFORMATION. IF YOU DO NOTHING, any monetary recovery under the Settlement will be based on the above information. If the information does not show at least one pregnancy, you will not receive money for your Settlement Period pregnancy, unless you submit a Member's Challenge.

MEMBER'S CHALLENGE TO UPDATE YOUR INFORMATION

Any person who believes they are a Settlement Class Member may submit information to request that the Administrator re-evaluate that person's number of Documented Pregnancies, RA pregnancies, deterred pregnancies, and peace officer status ("Member's Challenge").

If you think the information above is incorrect and you wish to provide additional information to update your pregnancy information held by the Administrator, then you must submit a Member's Challenge form, which is attached to this Notice. If you accept the above pregnancy information, then NO FURTHER ACTION IS NEEDED. You will receive a pro-rata portion of the Settlement proceeds based on this information, provided there is at least one Documented Pregnancy identified above.

To change your pregnancy information, YOU SHOULD SUBMIT A MEMBER'S CHALLENGE WITHIN 30 DAYS OF RECEIVING THE NOTICE, AND YOU MUST

SUBMIT IT NO LATER THAN APRIL 28, 2025.

You can complete and submit the Member's Challenge form by mail or email as provided on that form, which can also be found and submitted at the website www.cdcrpregnancysettlement.com. The Administrator must timely receive a Member's Challenge to consider a request to change your information. The Administrator may ask you for more information to review your request, and may request confirming information from CDCR. The Administrator will make a final and binding decision about whether to update pregnancy information following a Member's Challenge. By submitting a Member's Challenge, you agree to accept the Administrator's decisions and be bound by the Settlement.

IDENTIFYING ADDITIONAL CLASS MEMBERS

The Parties are also giving Notice to potential Settlement Class Members for pregnancies dating from June 2015 to October 2017 by sending a mailing to female employees who worked during that period, and by publicizing this Settlement to all CDCR employees using department-wide e-mails, intranet notice, and by posting notice at CDCR Return-to-Work Offices. Anyone not initially identified as being a Settlement Class Member who hears about the Settlement has an opportunity to timely submit a Member's Challenge and provide the Administrator with adequate information to be included as a Participating Class Member.

The Notice is also being sent to 27,676 additional current and former employees who may have been pregnant during the Settlement Period while working for CDCR. It is uncertain how many of these people will respond to the Notice to identify one or more pregnancies that qualify for shares under the Settlement. Until the time to timely respond to the Notice with a Member's Challenge expires, additional people and pregnancies may add to the total of All Settlement Shares held by everyone comprising the Settlement Class. Currently, there are 1,142 known Class Members holding 2,785 known Settlement Shares. Thus, if the eventual number of All Settlement Class Shares increased by ten percent to 3,064 shares, then each Share would be worth 1/3,064th of the estimated Gross Settlement Amount of \$3,113,000. Each Share under this scenario would be worth about \$1,016. Even if the total number of All Settlement Class Shares doubles to 5,570 Shares (from the presently known 2785 Shares), and a Member's Total Settlement Shares is only one Share, then that Member would receive 1/5,570th of the Net Settlement Amount, or \$558 for having one Share.

As a hypothetical applying the Settlement Shares Formula assuming Total Settlement Shares of 5,570: a PO employee with one identified RA pregnancy would have a total of five Shares, for a total value of \$2,790. These figures are based on reasonable estimates and illustrative only.

The Administrator is solely responsible for deciding if a pregnancy qualifies under the Settlement and calculating Shares, after receiving evidence to show that the person was a pregnant CDCR employee during the Settlement Period, and other information regarding a pregnancy. The Member's Challenge is below and at www.cdcrpregnancysettlement.com.

REQUEST TO EXCLUDE YOURSELF FROM THE SETTLEMENT

NO LATER THAN APRIL 28, 2025, A SETTLEMENT CLASS MEMBER MAY SUBMIT A REQUEST FOR EXCLUSION to remove herself from the Settlement Class. Taking this action means you will get no money from this Settlement, and, if you choose, it will be necessary to litigate your possible pregnancy claims in a different lawsuit, such as potentially the pending CRD Case. The Request for Exclusion form is below and at www.cdcrpregnancysettlement.com. You can complete and submit the form by mail or email as provided on that form, which can also be found and submitted at website www.cdcrpregnancysettlement.com. A Request for Exclusion must be timely, legible, identify your full name, name at time of pregnancy if different, name of each location/prison at which you worked in the Settlement Period (for identification), and current mailing address.

Any Settlement Class Member who does not submit a timely, legible Request for Exclusion that clearly identifies that member, shall be bound by the terms of the Settlement Agreement and the release of claims therein, regardless of any payment received under the Agreement and regardless if that member files an objection to the Settlement.

PARTICIPATING CLASS MEMBERS MAY MAKE AN OBJECTION

If you do not exclude yourself from the Settlement Class, then you may object to the Settlement if you choose. Objecting means you can give reasons why you think the Court should not approve the Settlement. If you are not a Settlement Class Member or you timely exclude yourself from the Settlement Class, then you cannot object to the Settlement. **IF YOU OBJECT, YOU MUST SUBMIT OBJECTIONS BY APRIL 28, 2025.** You can complete and submit the form by mail or email as provided on that form, which can also be found and submitted at website: www.cdcrpregnancysettlement.com. The following applies to a Settlement Class Member making an Objection:

1. Written objections shall state each specific objection and all known legal and factual support for each objection. The objection shall also state the objecting Member's full name, contact information, dates of pregnancies while employed with CDCR, her job classification(s) while pregnant, and her CDCR workplace(s) when pregnant.
2. To be timely and valid, a written objection to approval of the Settlement must be received by the Administrator (meaning postmarked, emailed or uploaded to the Settlement Class

website) no later than the date established by the Court of April 28, 2025. However, any Participating Class Member who appears at the hearing for final approval of the Settlement may be heard by the Court.

3. If the Court rejects a Member's objection, and gives final approval to the Settlement, the objecting Member remains a Participating Class Member who is still bound by the terms of the Settlement Agreement, including the release, and that Member retains her right to receive an individual payment as determined by the Administrator under Section 20 of the Settlement.

Timely written objections will be provided to the Court for consideration in connection with the final approval hearing, which will occur as stated below. You do not need to attend the final approval hearing and present your Objection in person, but you may attend at your own expense. If you are a Settlement Class Member, then you may ask the Court for permission to speak at the final approval hearing by including the following statement in your written Objection: "Notice of Intention to Appear" at the hearing. A Class Member who objects will still be bound by the Settlement that is finally approved by the Court. All their claims against CDCR will still be released, as stated above, if the Settlement is finally approved. Regardless of whether you timely submit a written objection, the Court may still allow you to speak at the final approval hearing if you appear in person, or remotely through the Court's online service.

WHO ARE CLASS COUNSEL AND HOW WILL THEY BE PAID?

The Court has appointed the law firm of Peter Law Group as Class Counsel in the Carreon Lawsuit and for the Settlement Class. You will not be charged any fees or costs by these lawyers. The Court will determine how much attorneys' fees and costs will be awarded to Class Counsel, who will be required to file a fee application for approval. If you want your own lawyer, you may hire one at your own expense.

ALL INDIVIDUAL SETTLEMENT PAYMENTS MAY BE TAXABLE

The Administrator will not make any withholdings or deductions from your payment. If you receive a payment, it will be reported to the United States Internal Revenue Service by way of Tax Form 1099. Neither CDCR nor Class Counsel make any representation as to whether the payment is taxable. You should consult your tax professional regarding the taxability of the payment.

WHAT HAPPENS NEXT?

The Court has scheduled a "final fairness" (final approval) hearing to decide whether the Settlement will be finally approved, as follows:

June 18, 2025, at 9:00 a.m., in Department 6 of the Los Angeles County Superior Court, 312 North Spring Street Los Angeles, CA 90012.

SUMMARY OF YOUR OPTIONS

In sum, you can do any of the following in response to this Notice:

1. Do nothing and be bound by the Settlement if you are a Settlement Class Member. You will receive a payment for one or more Documented Pregnancies from the Settlement Period in accordance with the pregnancy information in your Notice.
2. Timely submit a Member's Challenge if you disagree with your Documented Pregnancy information above, including if the Documented Pregnancy information is blank and you were pregnant during the Settlement Period. You will be bound by the Settlement and will receive a payment for one or more Documented Pregnancies from the Settlement Period.
3. In addition to option 1 or 2, you may timely submit an Objection.
4. Instead of options 1, 2 or 3, timely submit a Request for Exclusion to remove yourself from the Settlement. You will receive no money under the Settlement, but you may still be able to pursue your own pregnancy-related lawsuit against CDCR.
5. Do nothing if you were not pregnant during the Settlement Period, since you are not a member of the Settlement Class.

HOW DO I FIND OUT MORE?

Additional information regarding the Settlement is available at www.cdcrpregnancysettlement.com, or by contacting Class Counsel at 310-432-0500 or at info@peterlawgroup.com.

ENCLOSED ARE THE MEMBER'S CHALLENGE, OBJECTION TO SETTLEMENT, AND REQUEST FOR EXCLUSION FORMS. THEY CAN BE SUBMITTED AT www.cdcrpregnancysettlement.com.