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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By S. Drew, Deputy Clerk

6 Attorneys for Plaintiffs JACQUELINE CARREON, GENEVA CARTER, RACQUEL
CHANELO, MELISSA GLAUDE, KAREN LANG, ANGELA POWELL, KAREN
7 BAGUBE, LIA MCKEOWN and NINA ORTEZ, individuals, on behalf of themselves
and all others similarly situated
8

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES
12

13 JACQUELINE CARREON, GENEVA
CARTER, RACQUEL CHANELO, MELISSA
GLAUDE, KAREN LANG, and ANGELA
14 POWELL, individuals, on behalf of
themselves and all others similarly situated,
15

16 Plaintiffs,

17 v.

18 CALIFORNIA DEPARTMENT OF
CORRECTIONS AND REHABILITATION,
a division of the State of California, and
19 DOES 1 through 100,

20 Defendant.
21

22 KAREN BAGUBE, an individual,

23 Plaintiff,

24 v.

25 CALIFORNIA DEPARTMENT OF
CORRECTIONS AND REHABILITATION,
a division of the State of California, and
26 DOES 1 through 100,

27 Defendant.
28

Case Nos. 19STCV09935
20STCV10154

**APPENDIX IN SUPPORT OF OF
CARREON/BAGUBE
PLAINTIFFS' APPLICATION
FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Time: May 22, 2024
Time: 10:00 a.m.
Dept.: 6
Judge: The Hon. Elihu M. Berle

1 TO THE COURT, TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:

2 Attached hereto are the following Exhibits in support of the Application of
3 Carreon/Bagube Plaintiffs In Support of Preliminary Approval of Settlement
4 Agreement:

5 EXHIBIT A: FULLY EXECUTED SETTLEMENT AGREEMENT

6 EXHIBIT B: DECLARATION OF ARNOLD P. PETER

7 EXHIBIT C: DECLARATION OF BRIANNE GLASSPIEGEL

8 EXHIBIT D: DECLARATION OF JACOB KAMENIR

9 EXHIBIT E: DECLARATION OF JUDGE RONALD S. SABRAW (RETD.)

10 EXHIBIT F: MEMBER'S CHALLENGE FORM

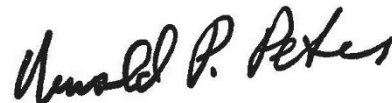
11 EXHIBIT G: OBJECTION TO SETTLEMENT

12 EXHIBIT H: REQUEST FOR EXCLUSION

13 EXHIBIT I: STATEMENT OF HEARING AND DEPOSITIONS ATTENDED
14 BY CLASS REPRESENTATIVES

15
16
17 Dated: March 26, 2024

PETER LAW GROUP

18
19 

20 ARNOLD P. PETER
21 *Attorneys for Plaintiffs KAREN*
22 *BAGUBE, JACQUELINE CARREON,*
23 *GENEVA CARTER, RACQUEL*
24 *CHANELO, MELISSA GLAUDE,*
25 *KAREN LANG, LIA MCKEOWN,*
26 *ANGELA POWELL and NINA*
27 *ORTEZ, individuals, on behalf of*
28 *themselves and all others similarly*
situated

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**EXHIBIT A: FULLY EXECUTED
SETTLEMENT AGREEMENT**

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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES

12 **JACQUELINE CARREON, GENEVA CARTER,**
13 **RACQUEL CHANELO, MELISSA GLAUDE,**
14 **KAREN LANG, ANGELA POWELL, LIA**
15 **MCKEOWN, and NINA ORTEZ, individuals, on**
16 **behalf of themselves and all others similarly situated,**

Plaintiffs,

v.

17 **CALIFORNIA DEPARTMENT OF CORRECTIONS**
18 **AND REHABILITATION, a division of the State of**
19 **California, and DOES 1 through 100,**

Defendant.

Case No. 19STCV09935

**CLASS ACTION
SETTLEMENT AGREEMENT**

20 **KAREN BAGUBE, an individual**

Plaintiff,

v.

22 **CALIFORNIA DEPARTMENT OF**
23 **CORRECTIONS AND**
24 **REHABILITATION, a division of the State of**
25 **California, and DOES 1 through 100,**

Defendant.

Case No. 20STCV10154

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SETTLEMENT AGREEMENT

This Class Action Settlement Agreement and Release (hereinafter "Settlement" or "Agreement") is made by and between Plaintiffs JACQUELINE CARREON, GENEVA CARTER, RACQUEL CHANELO, MELISSA GLAUDE, KAREN LANG, LIA MCKEOWN, NINA ORTEZ, ANGELA POWELL, and KAREN BAGUBE (hereinafter "Plaintiffs" or "Class Representatives"), individually and on behalf of a settlement class of persons similarly situated and defined below ("Settlement Class"), and Defendant California Department of Corrections and Rehabilitation (hereinafter "Defendant" or "CDCR"). Collectively the Plaintiffs and Defendant are referred to herein as "the Parties," and singularly each as a "Party." The Agreement is made subject to the approval of the Superior Court, and on the following terms and conditions.

1. Procedural History:

a. *Carreon, et al. v. California Department of Corrections and Rehabilitation, et al.*, Los Angeles County Superior Court, Case No. 19STCV09935 ("Carreon Lawsuit") is a class action brought on behalf of named Plaintiffs Carreon, Carter, Chanelo, Glaude, Lang, Powell, McKeown and Ortez (referred to individually by last name, or collectively as "Carreon Plaintiffs").

b. On March 25, 2019, the Carreon Lawsuit was filed, alleging "Discrimination on the Basis of Sex, Gender and Pregnancy in Violation of the Fair Employment and Housing Act, Cal. Gov. Code, § 12900 et seq. ("FEHA"), Failure to Provide Reasonable Accommodations in Violation of the FEHA, Failure to Engage in the Good Faith Interactive Process in Violation of the FEHA, Retaliation in Violation of the FEHA, Denial of Pregnancy Disability Rights in Violation of the FEHA/Pregnancy Disability Leave Law; and Failure to Prevent Discrimination and Retaliation from Occurring in Violation of the FEHA."

c. CDCR filed its Answer to the Carreon Lawsuit on June 26, 2019, denying any violation, liability or wrongdoing.

d. On September 27, 2019, the Superior Court issued a preliminary injunction enjoining enforcement of CDCR's alleged pregnancy accommodation policy as to the Carreon Plaintiffs. The pregnancy-related accommodation policies and practices challenged and at

1 issue in the Carreon Lawsuit are identified as the “Prior RA and Light Duty Policy,” defined
2 in section 1.g. below.

3 e. On August 3, 2020, the Superior Court ruled that the Carreon Lawsuit would
4 proceed as a class action by certifying a class of CDCR peace-officer employees (the
5 “Carreon Class”) with two subclasses defined by the Court as follows:

6 i. Requested Accommodation Class: All current and former CDCR
7 employees with “peace-officer status” employed by CDCR who sought,
8 but were denied, accommodation for a pregnancy-related disability
9 between March 24, 2018 and March 25, 2019.

10 ii. Deterred From Seeking Accommodation Class: All current and former
11 CDCR employees with “peace-officer status” employed by CDCR who
12 were deterred from seeking accommodation for a pregnancy-related
13 disability between March 24, 2018 and March 25, 2019.

14 f. By Order dated December 24, 2020, the Superior Court approved the
15 stipulation and filing of the First Amended Complaint in the Carreon Lawsuit, which
16 amended the class period to encompass March 24, 2018 through May 31, 2020. The ending
17 date coincided with the date on which the New Light-Duty Regulations (identified below)
18 finished going into effect across all of CDCR’s prisons, facilities and workplaces. CDCR’s
19 Answer continued to deny all liability and wrongdoing.

20 g. As set forth in some of the allegations in the First Amended Complaint, and as
21 demonstrated in discovery that followed, the causes of action asserted by the Carreon
22 Plaintiffs (individually and as representatives of the class of peace-officer employees) are
23 based on CDCR’s prior policies and practices relating to and set forth in CDCR’s Department
24 Operations Manual regarding CDCR’s provision of reasonable accommodation (“RA”) and a
25 “limited term light duty assignment” benefit, in effect starting June 15, 2015 and ending May
26 31, 2020 (collectively, “the Prior RA and Light Duty Policy”). However, around March 27,
27 2020, CDCR filed a Notice of New And Amended Regulations (15 Cal. Code of Regulations,
28 sections 3436 and 3436.1 (“New Light-Duty Regulations”)) under which any CDCR

1 employee, including pregnant employees, having a documented temporary medical
2 restriction(s) affecting their ability to perform one or more essential functions of their job,
3 may obtain a temporary waiver of said essential functions and remain working in their current
4 job classification. These New Light-Duty Regulations became effective across CDCR by
5 May 31, 2020.

6 h. Carreon Lawsuit class members were sent notices and the opportunity to give
7 notice they wanted to opt out of the lawsuit, through the court-approved class administrator,
8 including in February 2021 and June 2023.

9 i. The Carreon Plaintiffs filed a motion for summary judgment against CDCR
10 that was pending at the time the settlement-in-principle was reached, the hearing on which
11 was vacated by the Superior Court on January 16, 2024 in anticipation of this Agreement.

12 j. CDCR filed motions for summary judgment as to the each of the individual
13 claims of the Carreon Plaintiffs. These motions were pending at the time the settlement-in-
14 principle was reached, and the hearings on these motions were vacated by the Superior Court
15 on January 16, 2024 in anticipation of this Agreement.

16 k. *Bagube, et al., v. California Department of Corrections and Rehabilitation, et*
17 *al.*, Los Angeles County Superior Court, Case No. 20STCV10154 (“Bagube Lawsuit”) was
18 brought on behalf of named Plaintiff Karen Bagube (and two other plaintiffs who later
19 became two more named plaintiffs in the Carreon Lawsuit) as a putative class action. It was
20 filed on March 13, 2020, alleging causes of action for “Discrimination on the Basis of Sex,
21 Gender and Pregnancy in Violation of FEHA, Failure to Provide Reasonable
22 Accommodations in Violation of the FEHA, Failure to Engage in the Good Faith Interactive
23 Process in Violation of the FEHA, Retaliation in Violation of the FEHA, Denial of Pregnancy
24 Disability Rights in Violation of the FEHA/Pregnancy Disability Leave Law; and Failure to
25 Prevent Discrimination and Retaliation from Occurring in Violation of the FEHA.” The
26 lawsuit was filed as a putative class action alleging the same unlawful policy and practices as
27 in the Carreon Lawsuit and brought on behalf of a proposed class of all CDCR non-peace-
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1 officer employees who were pregnant during a proposed class period within the time that the
2 Prior RA and Light Duty Policy was in effect.

3 1. CDCR filed its Answer to the Bagube Lawsuit on August 24, 2020, denying
4 any violation, liability, or wrongdoing.

5 m. By Order dated December 24, 2020, the Superior Court approved a stipulation
6 for the filing of the First Amended Complaint in the Bagube Lawsuit, which amended the
7 proposed class period to encompass March 12, 2019 through May 31, 2020. The ending date
8 coincided with the date on which the New Light-Duty Regulations finished going into effect
9 across all of CDCR's prisons, facilities and workplaces. CDCR's Answer continued to deny
10 all liability and wrongdoing.

11 n. As set forth in allegations in the First Amended Complaint, and as
12 demonstrated in discovery that followed, the causes of action alleged in the Bagube Lawsuit
13 were based on the Prior RA and Light Duty Policy in effect starting June 15, 2015 and ending
14 May 31, 2020.

15 o. On February 22, 2022, the Superior Court denied the Bagube Lawsuit motion
16 to certify a class action of non-peace-officer employees. Plaintiff Bagube's attorney (Class
17 Counsel) subsequently stated in court filings that Plaintiff Bagube intended to amend her
18 complaint and bring another motion for class certification.

19 p. CDCR filed a motion for summary judgment as to Plaintiff Bagube, against
20 each of her individual claims, and this motion was pending at the time of the settlement-in-
21 principle. The hearing on this motion was vacated by the Superior Court on January 16, 2024
22 in anticipation of this Agreement.

23 2. Formal and Informal Discovery:

24 a. CDCR has taken the depositions of each of the nine Plaintiffs, including
25 multiple sessions for some Plaintiffs.

26 b. The Plaintiffs have taken the depositions of several current and former CDCR
27 officials and employees relating to CDCR pregnancy-related policy and practices, including
28 Return-to-Work Office and RA-process managers Chief Lori Mahannah and Section Chief

1 Brianne Glasspiegel, and including Chief Robert Calderon, Deputy Director Katherine
2 Minnich, and former Return-to-Work Coordinator Rachel Young. The scope of this
3 deposition discovery has included extensive “person-most-qualified” testimony on CDCR’s
4 Prior RA and Light Duty Policy and practices relating to the provision of reasonable
5 accommodations and light duty for pregnant employees.

6 c. The Parties have exchanged extensive written discovery, including thousands
7 of pages of records, pregnancy accommodation files, and CDCR’s practices and procedures,
8 encompassing discovery relevant to the Plaintiffs and class claims and the CDCR’s Prior RA
9 and Light Duty Policy.

10 d. Class Counsel for the Plaintiffs has conducted significant interviews and
11 analysis of class members and their claims.

12 e. Class Counsel has prepared a detailed questionnaire in anticipation of trial to
13 which over 120 members of the Carreon Class responded and in which they provided
14 information about their pregnancies, requests for accommodation and medical restrictions.

15 f. Plaintiffs and Class Counsel have conducted sufficient discovery and analysis
16 to evaluate the strengths and weaknesses of their claims and CDCR’s defenses, both
17 individually and as to the Carreon Class and a future proposed Bagube Lawsuit class, and
18 with informed knowledge and consideration recommend this Settlement to the putative
19 Settlement Class Members and the Court.

20 3. Mediation Sessions:

21 a. On two occasions around September of 2019 and October of 2020, the
22 Plaintiffs and CDCR participated in mediation sessions with the Honorable (Retired) Rita
23 “Sunny” Miller, ADR Services, Inc., but those mediations failed to produce a settlement.

24 b. On October 21, 2021, the Plaintiffs, CDCR and the Department of Fair
25 Employment and Housing (now known as the “Civil Rights Department”) participated in a
26 mediation session with the Honorable Ronald Sabraw (Retired), JAMS (“Judge Sabraw”).
27 Judge Sabraw is an experienced class-action mediator who formerly served as a judicial
28

1 officer handling class actions in the complex-litigation department in Alameda County
2 Superior Court. This third mediation failed to produce a settlement.

3 c. On December 21, 2023, the Plaintiffs, CDCR and the Civil Rights Department
4 participated in a mediation session with Judge Sabraw. This mediation produced a
5 settlement-in-principle between CDCR, on the one hand, and the Plaintiffs in the Carreon
6 Lawsuit and Bagube Lawsuit (on behalf of themselves and the Settlement Class) on the other
7 hand. This settlement-in-principle did not include the Civil Rights Department. This
8 settlement-in-principle included the key material terms and contemplated the Parties working
9 together to reach final language to be memorialized in this Agreement.

10 TERMS OF THE SETTLEMENT

11 NOW, THEREFORE, in consideration of the mutual covenants, promises and warranties
12 set forth herein, the Parties agree, subject to preliminary and final approval by the Los Angeles
13 County Superior Court, as follows:

14 4. Definitions:

15 Specially defined terms are made and indicated by capitalized terms throughout this
16 Agreement and include, but are not limited to, the following:

17 a. "Lawsuits" means and refers to the Carreon Lawsuit and the Bagube Lawsuit
18 collectively.

19 b. "Settlement Class" means and refers to all CDCR employees (every current or
20 former employee working in any and all job classifications at CDCR) each of whom, while
21 working for CDCR was pregnant one or more times, between the dates of June 15, 2015 and
22 May 31, 2020. The Settlement Class is intended to encompass all CDCR employees who had
23 a pregnancy when the Prior RA and Light Duty Policy (defined in Section 1.g.) was in effect.

24 c. "Settlement Period" means and refers to June 15, 2015 through May 31, 2020,
25 and is intended to encompass the entire period during which the Prior RA and Light Duty
26 Policy was in effect at CDCR.

27 d. "Settlement Class Member(s)" and "Class Member(s)" mean and refer to
28 member(s) of the Settlement Class.

1 e. "Participating Class Members" means and refers to each and every Settlement
2 Class Member, except one who timely submits a Request for Exclusion and thereby opts out
3 and excludes herself from this Settlement pursuant to the process described below.

4 f. "Class Counsel" means and refers to the Peter Law Group, and attorneys
5 Arnold P. Peter and Eyal Farahan, who represent the Plaintiffs and the proposed Settlement
6 Class.

7 g. "Defense Counsel" means and refers to the Office of the Attorney General,
8 counsel for Defendant CDCR (sometimes "Defendant") in the Lawsuits.

9 h. "Claims Administrator" or "Administrator" means and refers to Simpluris, Inc.
10 (or other court-approved entity), who is responsible to administrate this Settlement, as set
11 forth below.

12 i. "Documented Pregnancies" means and refers to pregnancies of Settlement
13 Class Members between the dates of June 15, 2015 and May 31, 2020 as determined by
14 CDCR's records or by the Administrator based on information provided in connection with an
15 individual Class Member timely submitting a Member's Challenge.

16 j. "Member's Challenge" refers to a written submission by a Participating Class
17 Member made to the Claims Administrator regarding the accuracy of the Administrator's
18 information about that person's Class Member status and relevant pregnancies, including their
19 number of Documented Pregnancies, related Reasonable Accommodation Requests, and
20 peace-officer status when working while pregnant. The Administrator's information is
21 considered presumptively correct and subject to change only upon submission of additional
22 information to the Administrator by way of a Member's Challenge or from CDCR in response
23 to an Administrator's request. This process is discussed in Sections 8 and 20 below.

24 k. "Plaintiffs" and "Class Representatives" both refer to, interchangeably, the
25 named Plaintiffs in the Lawsuits.

26 l. "Preliminary Approval" means and refers to an Order entered by the Superior
27 Court, following Class Counsel's filing of a Motion for Preliminary Approval of Class Action
28 Settlement: (a) preliminarily approving the terms of this Agreement, (b) preliminarily

1 approving payment of attorneys' fees and costs, service award payment(s) to the Class
2 Representatives, and payment to the Administrator as provided below, (c) approving the form
3 and the mailing of the Settlement Class Notice, and (d) scheduling a final settlement approval
4 hearing.

5 m. "Reasonable Accommodation Request" means and refers to a Class Member's
6 request for a reasonable accommodation that would allow her to continue working while
7 pregnant, and which is either documented in CDCR's Return-to-Work Records (CDCR will
8 initially identify these pregnancies for the Administrator) or confirmed by the Administrator
9 based on reasonable documentation and information received in connection with a Member's
10 Challenge.

11 n. "Return-to-Work Records" means and refers to those records and files indexed
12 by employee name and maintained by (1) a prison's Return-to-Work Office, or (2) centralized
13 CDCR offices that provide return-to-work services.

14 o. "Request for Exclusion" refers to a request by a Class Member to be excluded
15 from this Settlement and to opt out of the Settlement Class, as described below.

16 p. "Settlement" refers to the collective terms set forth in this Agreement that
17 resolves the Lawsuits.

18 q. "Settlement Class Notice" or "Notice of Settlement" or "Notice" means and
19 refers to the notice that the Administrator will mail to the identified Settlement Class
20 Members and to potential Class Members (females employed by CDCR between June 2015 to
21 October 2017), and which will be published on the CDCR's intranet, the Settlement Class
22 website, and at CDCR Return-to-Work Offices, the form of which will be approved by the
23 Court in connection with the Motion for Preliminary Approval of Class Action, a draft of
24 which is attached as Exhibit A to this Agreement.

25 5. Settlement's Monetary Benefits:

26 a. The Notice will specify that a person is a Settlement Class Member if the
27 person was a pregnant CDCR employee between the dates of June 15, 2015 and May 31,
28 2020, that Participating Class Members are entitled to a share of the Net Settlement Amount

(defined below) according to the Shares Formula (defined below) based on the information known to the Claims Administrator, and that a Class Member's rights will be affected unless they choose to timely submit a Request for Exclusion. See Exhibit A.

b. In consideration for settling the Lawsuits and the release of the pregnancy-related claims held by Plaintiffs and Participating Class Members, as provided in Section 29, Defendant agrees to pay Five Million, One Hundred Thousand Dollars (\$5,100,000.00), which is the "Gross Settlement Amount." The Gross Settlement Amount is the "all in" monetary figure and in no event shall the amount paid by Defendant pursuant to this Agreement exceed the Gross Settlement Amount.

c. The "Net Settlement Amount" is defined as the Gross Settlement Amount, less all of the following: (1) Class Counsel's attorneys' fees and reasonable out-of-pocket costs of up to One Million, Six Hundred Eighty Three Thousand Dollars (\$1,683,000.00) pursuant to Section 11, below; (2) the Class Representatives' service payment awards of Twenty Thousand Dollars (\$20,000.00) each (an aggregate sum of \$180,000), pursuant to Section 10, below; and (3) all costs of settlement claims administration verified by the Administrator, which the Parties' counsel estimates will not exceed Thirty Seven Thousand Dollars (\$37,000). The total of these three expected costs is One Million, Nine Hundred Thousand Dollars (\$1,900,000.00). The Net Settlement Amount is estimated to be Three Million, Two Hundred Thousand Dollars (\$3,200,000.00) plus interest, to be allocated to the Settlement Class pursuant to the Shares Formula (defined below) under this Agreement.

6. Settlement Shares:

Subject to the terms of this Agreement, a Participating Class Member shall be entitled to a portion of the Net Settlement Amount through the allocation of "Settlement Shares" as determined by the Claims Administrator under Section 20, applying the Shares Formula process set forth in Section 15, below.

7. Option to Terminate Agreement Based on Excessive Opt Outs:

The Settlement Class is an "opt-out class," which will allow for the exclusion of any Settlement Class Member who makes a timely Request for Exclusion, as provided below. If

1 more than two percent (2%) of persons in the Settlement Class submit a timely Request for
2 Exclusion (i.e., “opt out” of the Settlement), then CDCR may withdraw from the Agreement.
3 Neither Class Counsel nor the Class Representatives will encourage or suggest that any
4 potential Settlement Class member opt out of the Settlement, as those actions would
5 undermine and devalue the consideration provided to CDCR under this Agreement.

6 8. Reference to Defendant’s Records and Member’s Challenge:

7 Each Participating Class Member’s number of Documented Pregnancies, number of
8 Reasonable Accommodation Requests, and peace-officer status at the time CDCR employed
9 her while pregnant, will be determined initially, prior to the mailing of the Settlement Class
10 Notice, by reference to Defendant’s records, which shall be considered presumptively correct
11 for this purpose. CDCR shall provide this information to the Administrator for use in mailing
12 the Settlement Class Notice and calculating Individual Settlement Payments to Participating
13 Class Members. (See Sections 17 and 20, below.)

14 After the Administrator mails the Notice, any person who contends they are a
15 Participating Class Member may then timely submit information to the Administrator to
16 request that the Administrator re-evaluate and change the Administrator’s information
17 regarding that person’s inclusion in the Settlement Class, number of Documented
18 Pregnancies, number of Reasonable Accommodation Requests, peace-officer (sworn or
19 unsworn) status, and/or to certify that said person was deterred from seeking a reasonable
20 accommodation for a Documented Pregnancy. The submission of this information must be
21 made in writing designated a “Member’s Challenge,” a form of which will be attached to the
22 Settlement Class Notice and available on the Settlement Class website. (See Exhibit A.) The
23 Settlement Class Notice shall provide information necessary for such person to timely make a
24 Member’s Challenge delivered to the Administrator.

25 9. Additional Participating Class Members:

26 Any person who believes they are a Settlement Class Member, but did not receive a
27 personalized Notice in the mail, may submit a Member’s Challenge to the Administrator that
28 provides the required pregnancy information as set forth in the Notice, which Notice will be

made available on the Settlement Class website and publicized in an email to all CDCR employees. This process is discussed in Section 18, below.

10. Application for Service Payment Award to Class Representatives:

Class Counsel shall request and obtain approval from the Court for the Administrator to pay an amount not to exceed Twenty Thousand Dollars (\$20,000.00) to each Plaintiff/Class Representative as a service payment award for her time and effort made on behalf of the Settlement Class, including sitting for depositions, answering discovery, and taking the risk of paying the costs of Defendant in the event of an unsuccessful outcome, as well as for her assistance to Class Counsel in prosecuting the Lawsuits on behalf of the absent class members. This service payment award is in addition to each Plaintiffs' right to participate in the settlement distribution process described herein. This service payment award shall be paid from the Gross Settlement Amount. In exchange for her service payment award, each Class Representative is expressly agreeing to waive her rights to object and opt out of the Settlement, and will not encourage any Class Member to object or opt out. Defendant agrees not to oppose any service award application that is not in excess of the amount specified in this Section. Each Class Representative will receive an IRS Form 1099 for the service payment award and will be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes owed. If the Court fails to approve or approves a lower service payment award to the Class Representatives than provided for in this Agreement, the unapproved remainder of each \$20,000 shall become part of the Net Settlement Amount to be allocated among the Settlement Class according to the terms of this Agreement, and Class Representatives understand that actual payment may be less, and agree that the Court orders the fair amount for service payment awards earned by the individual settling Plaintiffs as Class Representatives. The final award amount will not affect the validity of this Settlement.

11. Application for Court Award of Attorneys' Fees and Costs:

a. Class Counsel shall submit an application for an award of attorneys' fees and an application for reimbursement of costs and expenses ("Attorney Fees and Costs Award") to be paid by the Administrator from the Gross Settlement Amount, not to exceed One Million,

1 Six Hundred and Eighty-Three Thousand Dollars (\$1,683,000.00), which is thirty-three
2 percent (33%) of the Gross Settlement Amount. The amount not to exceed \$1,683,000.00
3 will cover all work performed to date in the Lawsuits by Class Counsel and their agents, and
4 includes all future legal work to be performed (and any costs incurred) in connection with
5 resolution of the Lawsuits, including, but not limited to: (1) the approval of this Agreement by
6 the Court (including the Motion for Preliminary Approval of Class Action Settlement), (2)
7 reasonable assistance to the Administrator and communications with the Settlement Class, (3)
8 preparation of the motion or fee application necessary to obtain the Court's approval of the
9 Attorney Fees and Costs Award, and (4) any other proceedings and filings necessary to obtain
10 final approval of the Settlement, distribution of the Net Settlement Amount, and conclusion of
11 the Lawsuits. Defendant agrees not to oppose any fee application that is not in excess of the
12 amount specified in this Section.

13 b. If the Court fails to approve or approves a lower amount of attorneys' fees
14 and/or costs than the maximum amount that may be requested under this Agreement, the
15 unapproved amount shall become part of the Net Settlement Amount to be allocated to the
16 Settlement Class according to the terms of this Agreement. The Class Representatives
17 understand that actual payment may be less, and agree that the Court orders the fair amount
18 for attorney fees awards earned by the Class Counsel as their own attorney and on behalf of
19 the Settlement Class. The final award amount will not affect the validity of this Settlement.

20 12. Form and Timing of Payments Following the Effective Date:

21 a. The "Effective Date" is defined as the date upon which both of the following
22 have occurred: (1) final approval of the Settlement is granted by the Superior Court for the
23 County of Los Angeles, or other court assuming jurisdiction of this matter, and (2) the Court
24 has entered judgment in the Lawsuits after approving the Settlement, which is "Final." Final
25 shall mean the latest of: (i) if there is an appeal of the Court's Judgment, the date the
26 Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the
27 time to file a petition for writ of certiorari; or (ii) if a petition for writ of certiorari is filed, the
28 date of denial of the petition or the date the judgment is affirmed; or (iii) if no appeal is filed,

1 the expiration date of the time for timely filing or noticing any appeal of the judgment; or (iv)
2 the date final approval is granted by the Superior Court and judgment is entered, if there are
3 no objectors or the Court rejects the objections to the Settlement.

4 b. CDCR shall remit payment of the Gross Settlement Amount to the
5 Administrator, to hold in trust in an interest-bearing account, as soon as reasonably possible
6 after the Court grants Preliminary Approval of the Settlement. No funds shall be disbursed
7 from this trust account prior to the Effective Date (defined above), except for payment to the
8 Administrator for administrative costs invoiced and approved by Class Counsel as reasonable.
9 All interest generated from the trust account will be added to the Net Settlement Amount for
10 distribution to the Settlement Class as provided in Section 21, below. If for any reason the
11 Effective Date of this Agreement does not occur, then the Administrator will promptly return
12 to CDCR the entirety of the Gross Settlement Amount plus all accrued interest that is
13 generated when those funds are held in the Settlement Fund, withholding only those invoiced
14 amounts that reflect the actual work done by the Administrator as approved by Class Counsel
15 prior to the final fairness hearing.

16 c. The Administrator shall provide Participating Class Members their respective
17 Individual Settlement Payments by mailing checks, via First Class Mail, to their last known
18 addresses in the Administrator's records following mailing of the Notice. Each Participating
19 Class Member will receive an IRS Form 1099 in connection with any Individual Settlement
20 Payment distributed by the Administrator, as necessary, in accordance with IRS requirements,
21 and said member will be responsible for correctly characterizing this compensation for tax
22 purposes and paying any taxes owed from said payment.

23 d. The Administrator shall mail the checks to Participating Class Members, and
24 make the service award payments to each Class Representative, and make the Attorney Fees
25 and Costs Award by wire transfer to Class Counsel, within 14 calendar days of the Effective
26 Date.

27 13. Certification for Settlement Purposes Only:

28 a. As part of this Agreement and for settlement purposes only, the Parties

1 stipulate to the certification of the Settlement Class as an opt-out class.

2 b. The Parties intend the Agreement to resolve all pregnancy-related claims held
3 by the Settlement Class. Thus, as part of this Agreement and for settlement purposes only, the
4 Parties stipulate to the certification of the Settlement Class as an opt-out class to obtain peace
5 and resolve the Lawsuits. The stipulation shall not constitute an admission of any kind by
6 CDCR in the Lawsuits, or any other proceeding, that certification of a class for litigation
7 purposes is appropriate or lawful, or that the requisite elements for class treatment of the
8 claims alleged in the Lawsuits were met or properly found by the Court. Nor shall the
9 stipulation for a Settlement Class be construed as a waiver of CDCR's contentions that it
10 would make to appellate courts regarding the class-action claims settled by this Agreement.
11 Thus, should the Court not over-rule any objections and grant final approval to the
12 Agreement, then CDCR hereby expressly reserves its rights to challenge the propriety of the
13 order certifying the Carreon Class and the order denying the motion for de-certification, or
14 any other orders made in the Lawsuits. Further, if the Agreement does not result in an
15 Effective Date for any reason, then CDCR's willingness to stipulate to certification of a
16 Settlement Class shall have no bearing on, and will be inadmissible in connection with, any
17 future class certification motion, in any representative action, or in any other action or
18 proceeding. Neither the Parties nor their counsel will offer as evidence or rely on this
19 provisional class-certification stipulation to settle the Lawsuits in any subsequent proceeding
20 (except for purposes of having this Agreement approved by the Court or defending it on
21 appeal).

22 14. Parties' Contentions:

23 In entering into this Agreement, Defendant still denies any liability or wrongdoing of
24 any kind associated with the claims alleged in the Lawsuits, and denies that class certification
25 is appropriate in either of the Lawsuits. Defendant further contends, among other things, that
26 it has complied with the California Fair Employment and Housing Act, at all times. In
27 entering into this Agreement, Plaintiffs still believe that they filed a meritorious action and
28 that class certification is appropriate in the Lawsuits.

1 15. The Settlement Is Fair, Reasonable, and Adequate, and Uses a Shares Formula:

2 Plaintiffs and Class Counsel believe that the terms set forth in this Agreement are fair,
3 reasonable, and adequate under the circumstances of the contested Lawsuits, and that this
4 Agreement is in the best interest of Settlement Class Members in light of all known facts and
5 circumstances, including the risk of significant delay, potential bars to a member's individual
6 recovery under defenses asserted by Defendant, and numerous potential appellate issues likely
7 to delay final resolution of this litigation for years. After careful consideration, Class Counsel
8 proposes the following formula that allows for a fair allocation of the Net Settlement Amount
9 to the Participating Class Members of the Settlement Class ("Shares Formula"). The Shares
10 Formula is used to calculate the Settlement Shares ("Shares") for each Participating Class
11 Member, as follows:

- 12 A. A Class Member shall receive one (1) Share for each Documented Pregnancy
13 she had during the Class Period.
- 14 B. A Class Member who made a Reasonable Accommodation Request for a
15 Documented Pregnancy shall receive an additional two (2) Shares for each
16 such pregnancy.
- 17 C. A Class Member who timely submits a Member's Challenge and certifies
18 under penalty of perjury that she was deterred from making a Reasonable
19 Accommodation Request for a Documented Pregnancy shall receive and
20 additional one (1) Share for each such pregnancy.
- 21 D. A Class Member who was a peace officer, i.e. worked in a peace officer
22 classification under Penal Code § 830.5 at the time of a Documented
23 Pregnancy, shall receive an additional two (2) Shares (a total of two additional
24 Shares, regardless of the total number of that member's Documented
25 Pregnancies).

26 Each Documented Pregnancy may have involved a Reasonable Accommodation Request or
27 may be certified as a deterred pregnancy, but cannot be both. Adding up all the Settlement Shares
28

1 for a Participating Class Member results in a total number of Settlement Shares allocated to that
2 person (a member's "Total Settlement Shares").

3 Class Counsel states that the above calculation and formula take into consideration
4 key factors, including: a) The proposed class in the Carreon Lawsuit was certified on behalf
5 of all peace-officer employees, whereas the Superior Court denied class certification in the
6 Bagube Lawsuit, b) individuals who proactively requested reasonable accommodation during
7 pregnancy should receive a higher recovery than a person who believes she was deterred from
8 doing so, and c) Class Members in peace officer classifications, such as Correctional Officers
9 and Medical Technical Assistants, have more strenuous and frequently life-threatening job
10 duties that require them to respond to inmate-caused emergencies with a higher risk of injury,
11 such as subduing violent inmates, participating in forced cell extractions and responding to
12 inmate fights and disturbances.

13 Defendant and Defense Counsel also agree that this Agreement is fair and in the best
14 interests of the Settlement Class and each Participating Class Member. This Agreement
15 represents a compromise of disputed claims. Further litigation of the claims in this case
16 would severely burden all concerned, including the Parties and the Superior Court, and would
17 require an extraordinary commitment of time, resources, and money. There has been no final
18 finding of discrimination by the Court in the course of the proceedings in the Lawsuits, nor
19 has the Court expressed any view on the merits, validity, or accuracy of the claims and
20 defenses. CDCR has denied and continues to deny all claims alleged in the Lawsuits and
21 denies any wrongdoing and liability whatsoever. The Parties have arrived at this Settlement
22 in arm's-length negotiations and with the assistance of a professional mediator who is willing
23 to provide a declaration in support thereof, and after considering relevant factors, present and
24 potential, including the uncertainty of trial and subsequent appeals which would delay
25 resolution of this case for years.

26 THE CLAIMS ADMINISTRATOR AND SETTLEMENT CLASS LIST

27 16. Selection of the Claims Administrator:

28 Subject to the Court's approval, Simpluris, Inc. shall be retained as the Administrator.

1 The Administrator shall be compensated for its duties, as described below, and subject to
2 Court approval. After discussions with the prospective Administrator, the Parties expect that
3 the Administrator's costs shall not exceed \$37,000, but if the Parties have under-estimated
4 reasonable administration costs, the additional reasonable costs shall be paid from the Gross
5 Settlement Amount.

6 17. The Settlement Class's Known Pregnancies List:

7 No later than thirty (30) calendar days after the date the Court enters an Order granting
8 Preliminary Approval (the "Preliminary Approval Date"), CDCR shall provide to the
9 Administrator one or more lists, in electronic format, comprised of all identified Settlement
10 Class Members, and that includes the following information for each such member: (1) full
11 name information, including known name change; (2) last known mailing address; (3) peace-
12 officer status while pregnant during Settlement Period; (4) number of Documented
13 Pregnancies during Settlement Period; and (5) whether an identified pregnancy has a record of
14 a Reasonable Accommodation Request. The Administrator shall use this information to
15 maintain a "Settlement Class List" and send out a Notice to each identified Settlement Class
16 Member, identifying that person's pregnancy information known to the Administrator, and
17 informing the person of their rights as a Settlement Class Member.

18 18. Identifying Other Settlement Class Members:

19 a. Defendant CDCR has employed thousands of female employees across
20 approximately forty institutions and workplaces during the Settlement Period. Employees are
21 not required to disclose their pregnancies or seek any pregnancy-related accommodation to
22 continue working while pregnant, and CDCR does not maintain centralized records listing
23 employee pregnancies. The Parties understand that most CDCR employees did not seek
24 pregnancy-related accommodations, especially CDCR employees working non-peace-officer
25 jobs. CDCR Return-to-Work Records identify a pregnancy only if the pregnant employee
26 requested a pregnancy-related accommodation that involved a Return-to-Work Office. Thus,
27 even using reasonable efforts to identify employee pregnancies during the Settlement Period,
28 the Parties acknowledge that CDCR cannot identify every pregnancy or Settlement Class

1 Member by reviewing its records; most particularly for pregnancies that did not include an
2 accommodation request involving a Return-to-Work Office or the centralized Office of
3 Employee Health Management (formerly known as the Office of Employee Wellness) or
4 Disability Management Unit.

5 b. CDCR will provide the Administrator the names and last known addresses for
6 current and former female employees not otherwise identified as Settlement Class Members
7 through reasonable review of records, but who may be Settlement Class Members based on
8 having worked at CDCR any time in the early part of the Settlement Period between June
9 2015 and October 2017. The Administrator shall use this information to send out a Notice to
10 each such person that informs them of their rights if they are a Settlement Class Member. The
11 Parties will also increase notice to potential Settlement Class Members through sending
12 department-wide emails, posting the Notice on CDCR's intranet and on the Settlement Class
13 website, and by posting notice at CDCR Return-to-Work Offices.

14 c. Further, this Agreement provides for Participating Class Members to submit a
15 Member's Challenge, through several delivery mechanisms, to correct inaccurate pregnancy
16 information, and allows potential Settlement Class Members to submit a claim to be included
17 in the Settlement Class, as provided in Sections 8 and 9, above. Thus, anyone not initially
18 identified as a Settlement Class Member may timely submit a claim using the Member's
19 Challenge form, as provided by the Notice. If sufficient supporting evidence shows that such
20 person was a pregnant CDCR employee during the Settlement Period, then the Administrator
21 will include that person as a Participating Class Member, and add them to the Settlement
22 Class List. The Administrator shall have the sole responsibility to evaluate all such timely
23 claims and the allocation of Settlement Shares to such persons, but CDCR will provide
24 reasonable assistance in response to a request for information from the Administrator
25 evaluating a claim. The Administrator shall evaluate each claim using the same standards that
26 apply to evaluating a Member's Challenge, and such claim is timely only if mailed with a
27 postmark date of, or successfully emailed or uploaded to the Settlement Class website, no
28 later than, thirty (30) days after the date the Notice is mailed by the Administrator to the

members of the Class.

19. Summary of the Administrator's Duties:

The Claims Administrator will be responsible for the following duties as set forth in this Agreement:

- keeping the information in the Settlement Class List(s), and related personal and pregnancy information, confidential, and immediately informing Class Counsel and Defense Counsel if any third party requests, attempts to subpoena, or otherwise attempts to obtain that information from the Administrator;
- preparing, printing, and mailing the Notice of Settlement to Settlement Class Members and potential Class Members;
- evaluating, verifying, and deciding every Member's Challenge to pregnancy information regarding that member;
- evaluating, verifying, and deciding every claim submitted by a person seeking to be included as a Participating Class Member;
- conducting any necessary verifications of Settlement Class Member identifying information (e.g., Social Security Numbers if needed);
- conducting a National Change of Address search on all Settlement Class Members upon receipt of the Class Member data (and before the initial Notice of Settlement mailing);
- conducting skip tracing on any Notice of Settlement returned by the U.S. Postal Service as non-deliverable, as needed, and re-mailing the Notice of Settlement to the Settlement Class Member's new address;
- establishing an email address, and contact information for the Administrator to be included in the Notice to allow for the Settlement Class to communicate about the Settlement;
- establishing the Settlement Class website www.cdcrpregnancysettlement.com, to post the Settlement, the Settlement Class Notice, the Member's Challenge form, and the Motion for Preliminary Approval with supporting papers;

- cataloging and preserving all received (i) Requests for Exclusion (as defined in Section 26 below), and (ii) objections to the Settlement;
- resolving all disputes brought by Settlement Class Members relating to the allocation of Settlement Shares and Individual Settlement Payments;
- providing the Parties with periodic status reports about the delivery of the Notice of Settlement, and receipt of Requests for Exclusion and objections to the Settlement;
- calculating Settlement Shares allocated to each Documented Pregnancy and each Participating Class Member, and Individual Settlement Payment amounts;
- issuing the checks to effectuate the Individual Settlement Payments provided under the Settlement;
- issuing the tax reports and tax forms required under this Agreement;
- prior to the final approval hearing, providing a final accounting of Settlement Shares and payments for submission to the Court through Class Counsel; and
- administer the Settlement pursuant to this Agreement until distribution of all the funds in the Net Settlement Amount occurs.

20. Settlement Shares Formula and Calculation of Individual Settlement Payment:

a. Subject to the conditions of this Agreement, Participating Class Members shall be entitled to an individualized payment made from the Net Settlement Amount and based on each person's Total Settlement Shares calculated by the Administrator pursuant to the Shares Formula set forth in Section 15. The Administrator shall use the pregnancy information received from CDCR, as may be supplemented by verified information received in relation to a Member's Challenge, to determine each Participating Class Member's number of Documented Pregnancies, Reasonable Accommodation Requests, deterred pregnancies, and peace-officer status, and then apply the Shares Formula to allocate Settlement Shares. After the Total Settlement Shares for each Participating Class Member are calculated, the Administrator will add all those Shares and determine the total number of all Settlement Shares allocated ("All Settlement Class Shares"). Then the Administrator will calculate each

1 Participating's Class Member's individual payment from the Net Settlement Amount
2 ("Individual Settlement Payment") by taking each member's Total Settlement Shares, divide
3 by All Settlement Class Shares, and then multiply that fraction by the Net Settlement Amount:

4
5
$$\text{Individual Settlement Payment} = \frac{\text{Member's Total Settlement Shares}}{\text{All Settlement Class Shares}} \times \text{Net Settlement Amount}$$

6 b. The Administrator will finalize its Individual Settlement Payment calculations
7 within sixty (60) days after the Administrator finishes mailing the Settlement Class Notice,
8 allowing time to receive and address Requests for Exclusion and Member's Challenges.
9 CDCR shall provide reasonable assistance in response to a request from the Administrator to
10 verify or research pregnancy-related information timely received by the Administrator from a
11 Participating Class Member. The Administrator shall promptly forward such requests to
12 Class Counsel and Defense Counsel.

13 c. A Member's Challenge is timely only if mailed with a postmark date of, or
14 successfully emailed or uploaded to the Settlement Class website no later than, thirty (30)
15 days after the date when the Administrator finishes initial mailing of the Notice. The Notice
16 shall include the Administrator's mailing address, Settlement Class website address, and
17 email address to be used for a Member's Challenge, and specify such other information and
18 supporting documents as required for the Administrator to resolve such challenge. The
19 Administrator shall have the sole responsibility to resolve a Member's Challenge (including
20 timeliness thereof) and the allocation of Settlement Shares. If a Participating Class Member
21 does not timely submit a Member's Challenge, then CDCR's record information provided to
22 the Administrator shall be used by the Administrator to allocate Settlement Shares under the
23 Shares Formula.

24 21. Settlement Fund:

25 The Parties agree the Gross Settlement Amount will be placed in an interest-bearing
26 account held by the Administrator to effectuate the terms of this Agreement and the orders of
27 the Court ("Settlement Fund"). The Parties agree that this Settlement Fund (1) shall be
28 authorized by order of the Court prior to the transfer of any monies from Defendant; (2) shall

1 be established to resolve and satisfy all claims (and any related disputes) relating to
2 pregnancies during the Settlement Period, and that are released by this Settlement; (3) shall be
3 an interest-bearing account that is established with funds paid by CDCR, which interest is to
4 be included and distributed as part of the Net Settlement Amount; and (4) shall be segregated
5 (within a separately established fund or account) from any other fund or moneys. The
6 Administrator shall be responsible for establishing, administering, and otherwise operating
7 and accounting for this Settlement Fund, including the preparation and filing of federal, state,
8 and local tax returns, as necessary. The Administrator shall also be responsible for preparing
9 and issuing all payments to the Participating Class Members, Class Representatives, and Class
10 Counsel, all checks for claims administration costs and expenses that are approved by Class
11 Counsel, any other payments necessitated by this Agreement and approved by the Court, and
12 a report listing all expenditures from the Settlement Fund.

13 22. Administrator's Findings and Decisions Are Final:

14 a. The Administrator shall report the substance of its findings and decisions,
15 including regarding any Member's Challenges or new claims submitted by persons claiming
16 to be Participating Class Members. Further, the Administrator's decisions regarding such
17 matters, determinations relating to Settlement Shares, calculations under the Shares Formula,
18 and Individual Settlement Payments and the like, as well as the Administrator's handling of
19 all resulting or related disputes, shall be considered presumptively correct and binding on the
20 Participating Class Members. All matters relating to the Administrator's performance of its
21 duties under the Agreement shall be referred to the Court for resolution if the Parties working
22 with the Administrator are unable to resolve said matter. The Administrator submits to the
23 jurisdiction of the Court for purposes of this Agreement. The Court will have continuing
24 jurisdiction over such proceedings until performance in full under the terms of the Settlement
25 in accordance with California Code of Civil Procedure section 664.6.

26 b. The Parties intend that no person shall have any rights under this Agreement
27 except the Parties, a Participating Class Member, the Released Persons, and the
28 Administrator, as provided in this Agreement. However, no Participating Class Member may

bring any cause of action or claim whatsoever against CDCR, any of the Released Persons, Plaintiffs, the Settlement Class, other Class Members, Class Counsel or the Administrator based on this Agreement, performance or failure to perform or actions taken pursuant to the Agreement, or based on any distributions, payments, or lack thereof, made under this Agreement.

23. Administrator's Reports:

The Administrator shall make all reports as stated in the Agreement. The Administrator shall provide weekly reports to Class Counsel and Defense Counsel concerning receipt of Requests for Exclusion, objections to the Settlement, Member's Challenges, new claims of possible Settlement Class Members, any disputes, and returned mail. The Administrator shall make other informal reports as needed by the Parties, upon joint request by Class Counsel and Defense Counsel, including an accounting of all payments made from the Settlement Fund.

SETTLEMENT NOTICE, PAYMENTS, EXCLUSIONS AND OBJECTIONS

24. Distributing the Notice of Settlement:

a. Within forty-five (45) days after the Preliminary Approval Date, the Notice of Settlement, in the form approximating what is attached hereto as Exhibit A, as approved by the Court, shall be mailed by the Administrator to each Settlement Class Member and potential Class Member identified by CDCR. The Administrator shall note and report the last date on which the initial Notice mailing is complete, and the Administrator will use this date to track the expiration of deadlines provided in this Agreement based on this Notice-mailed date. The Notice of Settlement shall be sent by First Class Mail, to each Settlement Class Member's current or last known address, following an updated review of the National Change of Address Registry by the Administrator. The Notice shall include for each identified Settlement Class Member that person's number of pregnancies and Reasonable Accommodation Requests from the Settlement Period that CDCR has identified, and whether or not that person is identified as having been pregnant while employed by CDCR in a peace-officer classification.

1 b. If a Notice of Settlement mailing has not been returned as undeliverable within
2 thirty (30) days after mailing, it shall be presumed that the Settlement Class Member received
3 the Notice. When a Notice is returned as undeliverable, the Administrator shall skip trace and
4 re-mail the Notice within 2 business days, and keep track of the names of such members on an
5 identifiable list with the dates that each such Notice was returned and re-mailed to a member.

6 c. The Administrator shall provide for the Court, at least seven (7) days prior to
7 the final approval (final fairness) hearing, a declaration of due diligence and proof of mailing
8 with regard to the mailing of the Notice of Settlement in compliance with this Agreement, and
9 all reasonable efforts to locate a Settlement Class Member where a Notice was ultimately
10 undeliverable. Class Counsel shall be responsible for working with the Administrator to
11 timely file this declaration of due diligence, and CDCR shall provide reasonable assistance as
12 needed.

13 d. No later than 30 (thirty) days after the Preliminary Approval Date, CDCR shall
14 post for employees a non-individualized copy of the Court-approved Notice in Return-to-
15 Work Offices in all CDCR institutions and facilities, and post said Notice on CDCR's
16 intranet, and use work email to publicize to all current CDCR employees the Settlement and
17 the pending mailing of the Notice to Settlement Class Members. Additionally, Class Counsel
18 will make reasonable efforts to request that labor organizations that represented Settlement
19 Class Members make efforts to communicate to its members a location where the Settlement
20 and non-individualized Notice can be reviewed.

21 25. Administrator's Responsibilities for Payments:

22 a. The Administrator is responsible for issuing all the payments required under
23 this Agreement, including the payments to each Participating Class Member, and performing
24 all necessary tax documentation on such payments, in accordance with Section 12, above.

25 b. Approximately Fourteen (14) days after the Effective Date, after all anticipated
26 payments have been made, the Administrator shall provide the respective counsel for the
27 Parties with a report listing all the payments made, including to each Participating Class
28 Member. Individual Settlement Payments will be made via separate checks. All checks will

1 be valid for three-hundred and sixty-five (365) days. Four weeks before the close of the 365-
2 day period, the Administrator will make a report to Class Counsel that identifies all Individual
3 Settlement Payment checks that have not be cashed, and will send a reminder postcard to
4 those Participating Class Members who have not cashed their checks, informing each of them
5 that the time to cash their check is expiring, and that they should immediately contact the
6 Administrator if they have misplaced their check. At the end of that 365-day period, all
7 payment checks not cashed will become void, and the money from those checks will return to
8 the Settlement Fund. The Administrator will then work with Class Counsel to distribute all
9 remaining funds (after new check and mailing costs are deducted), in equal, pro-rata payments
10 to be made to all Participating Class Members who had one (1) or more Reasonable
11 Accommodation Requests previously identified in the original allocation of Settlement
12 Shares.

13 26. Requesting Exclusion from Settlement Class:

14 a. The Notice of Settlement shall describe the process for Settlement Class
15 Members to timely submit a request to exclude themselves (i.e., “opt out”) from the
16 Settlement and this Agreement (a “Request for Exclusion”). A Request for Exclusion is only
17 timely if it is mailed with a postmark, or successfully emailed or uploaded to the Settlement
18 Class website, to the Administrator dated no later than thirty (30) days after the initial Notice
19 mailing to the Settlement Class. Any Settlement Class Member who timely submits a
20 Request for Exclusion cannot object to the Settlement, is not a Participating Class Member,
21 and is not eligible for any Settlement Shares unless she revokes her Request for Exclusion in a
22 signed writing received by the Administrator at least twenty-one (21) days prior to the final
23 approval (final fairness) hearing.

24 b. Any Settlement Class Member who does not submit a timely, legible Request
25 for Exclusion that clearly identifies that member, shall be bound by the terms of this
26 Agreement and the full releases provided herein, regardless of any payment received under
27 the Agreement and regardless if that member files an objection to the Settlement. In other
28 words, the only way that a Settlement Class Member is not bound by this Agreement is if that

1 member can prove that she timely submitted a Request for Exclusion as provided under this
2 Agreement.

3 c. No one will be permitted to pursue a cause of action or claim against any of the
4 Released Persons that is released by this Agreement on the grounds that she timely submitted
5 a Request for Exclusion in accordance with the Notice and this Agreement, but which the
6 Administrator has no record of receiving, or which was allegedly destroyed, misplaced, or
7 otherwise not received by the Administrator, unless that person has admissible, documentary
8 evidence proving that the Request for Exclusion was timely mailed (or successfully emailed
9 or uploaded to the Settlement Class website), such as by a certified mail with return receipt
10 requested, a delivered email, or confirmation showing the document was transmitted to the
11 Administrator, or by equivalent proof of timely, accurate delivery.

12 27. Objections to the Settlement:

13 Participating Class Members shall be permitted to object to the Settlement before the
14 final approval hearing. The Notice shall give instructions on how to submit a timely objection
15 in writing to the Administrator, consistent with the following:

- 16 1. Written objections shall state each specific objection and all known legal and factual
17 support for each objection. The objection shall also state the Participating Class
18 Member's full name, contact information, the dates of her pregnancies while
19 employed with CDCR, her job classifications while pregnant, and her CDCR
20 workplace(s) when pregnant.
- 21 2. To be timely and valid, a written objection to approval of the Settlement must be
22 received by the Administrator (meaning postmarked, emailed or uploaded to the
23 Settlement Class website) no later than thirty (30) days after the initial Notice mailing
24 date on which the Administrator mails the Notice to the Settlement Class.
- 25 3. If the Court rejects a Participating Class Member's objection, the Participating Class
26 member remains a Participating Class Member who shall still be bound by the terms of
27 this Agreement including the release, and including a possible right to receive payment
28 as may be determined by the Administrator under the terms of the Agreement.

1 28. Handling of Disputes:

2 Participating Class Member disputes may arise, including, but not limited to: (1) their
3 number of Documented Pregnancies during the Settlement Period, (2) their number of
4 Reasonable Accommodation Requests during the Settlement Period, (3) their peace-officer
5 status while pregnant during the Settlement Period; and (4) their number of Settlement Shares.
6 Such disputes must be initiated using the Member's Challenge process described above and in
7 the Notice. Upon learning of a dispute from the Administrator, counsel for the Parties will
8 make a good faith effort to provide the Administrator will reasonable information to resolve
9 the dispute. Prior to the Administrator finalizing its Individual Settlement Payment
10 calculations under Section 20, the Administrator will make a non-appealable, final decision as
11 to the dispute, and any underlying findings necessary to that decision.

12 **RELEASE OF CLAIMS BY PLAINTIFFS AND SETTLEMENT CLASS MEMBERS**

13 29. Release of Claims:

14 a. In further consideration of the benefits in this Agreement and provisions for
15 payments related to pregnancies that can be received under this Agreement without needing to
16 individually prove damages or liability against CDCR, each Participating Class Member
17 hereby forever discharges and releases CDCR, and each of its superior or parent government
18 entities, divisions, subsidiaries, affiliates, predecessors, and successors, and each of their
19 current and former directors, officers, members, fiduciaries, employees, attorneys,
20 representatives, and agents (collectively, the "Released Persons"), from all actions, causes of
21 actions, demands, damages, attorneys' fees, costs, loss of wages, interest, injunctive relief,
22 equitable and any other available monetary or non-monetary relief related to, or in any way
23 growing out of, any and all claims arising from pregnancy(ies) that occurred to her/them
24 during the Settlement Period. This release includes any and all claims relating to the Prior RA
25 and Light-Duty Policy, and any other light-duty, job assignment, accommodation,
26 discrimination, retaliation, or other claims having any connection to pregnancy and
27 employment at CDCR. This release includes all claims related to those causes of action and
28 claims that were pled or could have been pled based upon the facts alleged in the Lawsuits,

1 including, without limitation, any claims related to pregnancy discrimination and/or failing to
2 accommodate pregnant employees, and/or any claims brought under any pregnancy-rights
3 laws or regulations, including but not limited to the FEHA (e.g., Government Code sections
4 12940 and 12945) and analogous federal laws. The claims released in this section are the
5 “Released Claims.”

6 b. In order to achieve a full and complete release of the Released Persons, except
7 as otherwise excluded or excepted, each Class Representative and Participating Class Member
8 acknowledges that the release in this Section 29 is also intended to include in its effect all
9 such Released Claims relating to any pregnancy, whether or not the Class Representative or
10 Participating Class Member knows or suspects them to exist.

11 c. Accordingly, the Notice of Settlement will state that each Class Representative
12 and Participating Class Member acknowledges that the release in this Section 29 is also
13 intended to include all such Released Claims whether or not the Class Representative or
14 Participating Class Member knows or suspects them to exist.

15 d. It is specifically understood and agreed that this is a full and final release
16 applying to all uncertain, unknown and unanticipated claims for monetary, injunctive and
17 declaratory relief arising out of or in any way related to or connected with the Prior RA and
18 Light Duty Policy, the Lawsuits, and of any other fact or circumstance described in the
19 Lawsuits, as well as those facts known or disclosed by Plaintiffs relating to their own claims,
20 whether expressly included or not in the prayers and allegations of the Lawsuits. **The**
21 **Plaintiffs specifically release all claims they may have against CDCR through the date a**
22 **Plaintiff executes this Agreement, and hereby waive protections under Civil Code**
23 **section 1542, which provides:**

24 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
25 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR**
26 **HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
27 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR**
28 **HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

PROGRAMMATIC AND INJUNCTIVE RELIEF

30. Additional Relief Provided by the Agreement:

- a. CDCR hereby reaffirms its commitment to comply with all California and federal laws, regulations and executive orders governing the accommodation of pregnancy-related disabilities, including applying the New Light Duty Regulations on equal terms to employees with temporary workplace limitations caused by pregnancy.
- b. CDCR recognizes it is legally obligated to comply with the FEHA, including regulations implementing the FEHA.
- c. CDCR will continue to provide periodic training to all managerial and supervisory staff on the FEHA and its own policies and procedures regarding reasonable accommodation due to a pregnancy-related disability.
- d. CDCR will continue to regularly inform its employees of their rights under the FEHA and applicable regulations.

DUTIES OF THE PARTIES PRIOR TO PRELIMINARY APPROVAL

31. The Parties shall submit this Agreement to the Los Angeles County Superior Court in support of a Motion for Preliminary Approval of Class Action Settlement, for determination by the Court as to its fairness, adequacy, and reasonableness. Plaintiffs will file the Motion for Preliminary Approval no later than March 19, 2024. CDCR shall have reasonable opportunity to review and comment upon the Motion for Preliminary Approval before it is filed. The Parties will work together in support of obtaining an Order Granting Preliminary Approval, including the Notice to be sent to the Settlement Class.

DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

32. In advance of the final approval hearing of the Settlement provided by this Agreement, the Parties will jointly submit a proposed final judgment. The Parties agree that neither the Parties nor their counsel will encourage anyone who may be or is a Settlement Class Member to (1) opt out of the Settlement, (2) object to the Settlement, or (3) appeal the final judgment.

1 MISCELLANEOUS PROVISIONS

2 33. The signatories hereby represent that they are fully authorized to enter into this
3 Agreement and bind the Parties hereto to the terms and conditions hereof.

4 34. The Parties are represented by competent legal counsel, and they have had an
5 opportunity to consult with such counsel. Each Plaintiff and Class Representative
6 acknowledge that they have had an adequate opportunity to discuss and review this
7 Agreement with counsel of their choice, other than Class Counsel, and have either done so or
8 elected not to.

9 35. The Parties may agree on a press release or statement to be issued following the
10 Superior Court's Preliminary Approval. Should the Parties be unable to agree to a joint press
11 release, the Parties may issue individual press release(s) that support the fairness of the
12 Agreement and final approval of the Agreement and which in no way disparages any Party.

13 36. The Parties shall fully cooperate with each other to accomplish the terms of this
14 Agreement, including the execution of such documents and such other actions as may
15 reasonably be necessary to implement the terms of this Agreement and to secure the Court's
16 final approval of this Agreement.

17 37. Each Plaintiff and Class Representative hereto represents, covenants, and warrants that
18 she has not directly or indirectly assigned, transferred, encumbered, or purported to assign,
19 transfer, or encumber to any person or entity any portion of any liability, claim, demand,
20 action, cause of action, or rights herein released and discharged by the release in this
21 Agreement.

22 38. Nothing contained herein, including the consummation of this Agreement, is to be
23 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the
24 part of any Party, CDCR specifically, or any public entity or business entity affiliated with
25 CDCR. Each of the Parties hereto has entered into this Agreement with the intention to avoid
26 further disputes and litigation settled herein with the attendant inconvenience, expenses, and
27 uncertainties. This Agreement is a settlement document and shall, pursuant to California
28 Evidence Code Section 1152 and Federal Rule of Evidence 408, be inadmissible in evidence

1 in any proceeding, except an action or proceeding to approve, interpret, or enforce this
2 Agreement.

3 39. Neither Class Counsel nor Defense Counsel intend anything contained herein to
4 constitute legal advice regarding the tax consequences of any amount paid hereunder, nor
5 shall the Agreement be relied upon as such. The tax issues for each Participating Class
6 Member may be unique, and each such person is advised to obtain tax advice from his or her
7 own tax advisor with respect to any payments resulting from this Agreement.

8 40. Unless otherwise specifically provided herein or in the Notice, all communications
9 regarding this Agreement intended for the Parties, the Settlement Class, Class Counsel and/or
10 Defense Counsel, shall be in writing, addressed as follows:

11 To Plaintiffs, the Settlement Class and Class Counsel:

12 Arnold P. Peter
13 Peter Law Group
270 Coral Circle
El Segundo, CA 90245

14

15 To CDCR and Defense Counsel:

16 Joshua Irwin
17 Christopher Beatty
Kelsey Linnett
Office of the Attorney General, California Department of Justice
18 1515 Clay Street, 20th Floor
P.O. BOX 70550
19 Oakland, CA 94612-0550

20

21 41. This Agreement was jointly drafted by the Parties through their counsel, and shall not
22 be construed in favor of or against any Party by reason of the extent to which any party or his,
23 her, or its counsel participated in its drafting. The Agreement is made and entered into in the
24 State of California and shall in all respects be interpreted and governed under the law of that
25 State, without regard to California's conflict of laws analysis.

26 42. Section titles or captions contained herein are inserted as a matter of convenience and
27 for reference, and in no way define, limit, extend, or describe the scope of this Agreement or
28

1 any provision hereof. Each term of this Agreement is contractual and not merely a recital.

2 43. This Agreement may not be changed, altered, or modified except in writing and signed
3 by the Parties hereto. Obligations under this Agreement may not be discharged except by
4 performance in accordance with its terms or by a further writing signed by the Parties hereto.

5 44. This Agreement contains the entire agreement between the Parties relating to the
6 Settlement and transactions required hereunder, and all prior or contemporaneous agreements,
7 understandings, representations, and statements, whether oral or written and whether by a
8 Party or such Party's legal counsel, are hereby supplanted and controlled by the terms herein.
9 No rights hereunder may be waived except in writing.

10 45. This Agreement shall be binding upon and inure to the benefit of the Parties hereto
11 and their respective spouses, heirs, trustees, and executors, administrators, successors, agents,
12 and assigns, including Defendant and the Released Persons.

13 46. Because the members of the class are so numerous, it is impossible or impractical to
14 have each Settlement Class Member execute this Agreement. The Notice of Settlement, and
15 other forms of notice described herein, are intended to advise all Settlement Class Members of
16 the binding nature of the Agreement and release herein, and such shall have the same force
17 and effect, to the extent permitted by law, as if this Agreement were executed by each
18 Settlement Class Member.

19 47. This Agreement may be executed in counterparts, and when each Party has signed and
20 delivered at least one such counterpart, each counterpart shall be deemed an original, and,
21 when taken together with other signed counterparts, shall constitute one Agreement, which
22 shall be binding upon and effective as to all Parties as set forth herein. Copies of signatures
23 shall be considered the same as an original signature.

24 48. The Superior Court shall retain jurisdiction with respect to compliance with this
25 Agreement pursuant to California Code of Civil Procedure § 664.6.

26 49. The Settlement excludes former employees Sarah Coogle and Amanda Van Fleet because
27 of their respective settlements of pregnancy-related claims in *Coogle v. CDCR*, Kern Cty. Sup.
28 Ct., BCV-18-100866 and *Van Fleet v. CDCR*, San Luis Obispo Cty. Sup. Ct., 16CV-0522.

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IT IS SO AGREED BY THE UNDERSIGNED.

**CALIFORNIA DEPARTMENT OF
CORRECTIONS AND REHABILITATION by**


(Signature)

Print Name: Jeffrey Macomber

Title: Secretary of the California Department of Corrections and Rehabilitation

Date: 3-14-24


Signature: 
Melissa Glaude (Mar 14, 2024 12:32 PDT)
Email: giantsfan_36@yahoo.com

Signature: 
Karen Bagube (Mar 14, 2024 17:35 PDT)
Email: kbagube@gmail.com

Signature: 
Nina ortez (Mar 14, 2024 13:24 PDT)
Email: nortezlvn@comcast.net

Signature: 
Geneva Carter (Mar 14, 2024 15:57 PDT)
Email: gcarter09.gc@gmail.com

Signature: 
Karen Lang (Mar 14, 2024 11:29 PDT)
Email: karenleon13@gmail.com

Signature: 
Lia McKeown (Mar 14, 2024 21:44 PDT)
Email: justin.lia.figueira@gmail.com

Signature: 
Jacqueline Carreon (Mar 15, 2024 09:00 PDT)
Email: jackymacias10@gmail.com

Signature: 
Racquel Chanele (Mar 14, 2024 17:09 PDT)
Email: quelly1998@gmail.com

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MELISSA GLAUDE

*  Sign here
(Signature)

Date: * 

KAREN LANG

*  Sign here
(Signature)

Date: * 

LIA MCKEOWN

*  Sign here
(Signature)

Date: * 

NINA ORTEZ

*  Sign here
(Signature)

Date: * 

ANGELA POWELL

* 
Angela Powell (Mar 15, 2024)
(Signature)

Date: * 15/03/2024

1 APPROVED AS TO FORM:

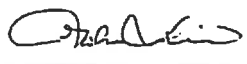
2 **California Attorney General's Office**

3 **KELSEY C. LINNETT**


4 **Supervising Deputy Attorney General**

5 **JOSHUA IRWIN**

6 **Deputy Attorney General**

7
8
9 By: 
10 Joshua C. Irwin

11
12
13 **PETER LAW GROUP**

14
15
16 By: 
17 Arnold P. Peter

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EXHIBIT A
DRAFT
SETTLEMENT CLASS NOTICE
and
Member's Challenge form, Objection to Settlement form, and Request for Exclusion form

**SETTLEMENT NOTICE OF THE CALIFORNIA
DEPARTMENT OF CORRECTIONS AND
REHABILITATION PREGNANCY DISCRIMINATION
CLASS ACTION LAWSUITS
THIS MAY AFFECT 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

**THIS NOTICE IS TO ALL CURRENT AND FORMER
EMPLOYEES OF THE CALIFORNIA DEPARTMENT OF
CORRECTIONS & REHABILITATION WHO WERE PREGNANT
FROM JUNE 15, 2015 TO MAY 31, 2020.**

TO: [INSERT KNOWN PREGNANT EMPLOYEE X NAME HERE]

[INSERT ADDRESS HERE – from ADMINISTRATOR’S LIST]

**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”), which is intended to resolve all potential claims relating to CDCR’s prior reasonable accommodation

and light-duty policy and practices that applied to pregnant employees during the period of June 15, 2015 to May 31, 2020. This is referred to herein as the “Settlement.” You can read the Settlement Agreement at the website, <https://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 the 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 times 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”). 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 experience while pregnant 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 claims you may have relating to your pregnancy-related conditions, needs, restrictions, limitations or disabilities. This includes 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 situations.

The Settlement provides at least \$3.2 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 without proving 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.

IF YOU WERE PREGNANT WORKING FOR CDCR BETWEEN JUNE 15, 2015 AND MAY 31, 2020, REVIEW YOUR PREGNANCY

INFORMATION IDENTIFIED BELOW. If you accept that information for Settlement purposes, and do not want to change it, then do nothing. You will receive Settlement Shares based on this information under a Shares Formula that a Claims Administrator (“Administrator”) will use. The Shares Formula is defined in the Settlement Agreement. If you want to request a change to the pregnancy information associated with you, then you must SUBMIT A MEMBER’S CHALLENGE WITHIN 30 DAYS, 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. The Class Counsel estimates that payments for members having one or more Documented Pregnancies will be between \$____ and ____ per pregnancy.

YOU CAN EXCLUDE YOURSELF FROM THIS SETTLEMENT IF YOU SUBMIT A REQUEST FOR EXCLUSION WITHIN 30 DAYS.

Or you can submit an Objection to this Settlement within 30 days, if you remain a Participating Class Member.

IF YOU GOT THIS NOTICE BY MAIL, THEN 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 1,100 former and current employees who were pregnant in the Settlement Period. CDCR also identified former and current employees who may have been pregnant in the Settlement Period. Both groups will receive this Notice.

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. This Settlement would avoid a complex trial involving hundreds of pregnancy claims and years of appeals to finally decide the Lawsuits.

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 make this Settlement, and the Court 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 get 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 for compensation purposes.

WHAT ARE THE POTENTIAL OUTCOMES OF THE LAWSUITS?

Without final approval of this Settlement, the Lawsuits will proceed and the outcome will take years and 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.

The Settlement would end both the Carreon and Bagube Lawsuits. Payments to and releases by the Settlement Class will occur if there is final approval by the Court.

WHAT IS THE PROPOSED SETTLEMENT?

The Settlement requires CDCR to follow the law and 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 Gross Settlement Amount and, after these payments, the Net Settlement Amount is **estimated to be a total of \$3.2 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(s) 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 Plaintiffs who filed the Lawsuits as a “Service Award Payment” for their time and effort expended in the Lawsuits.
- C. Approximately \$37,000 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. By settling, they agree they will not seek or get any

further damages, compensation, or benefits outside the Settlement, relating to their pregnancies or under the prior Policy.

HOW DOES THE SETTLEMENT ALLOCATE MONEY TO ME?

An estimated \$3.2 million (plus interest) will be divided among Participating Class Members. The Settlement distinguishes between pregnancies where the employee made a Reasonable Accommodation Request for a pregnancy-related restriction to be able to continue to work (“RA pregnancy”), and those that did not. The Settlement distinguishes peace-officer (“PO”) from non-peace-officer employees, due to the inherent danger in their job and greater risks of injury for PO employees. But any employee who was pregnant during the Settlement Period is entitled to part of the Settlement funds.

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:

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 medical restriction), it receives one additional share. If a person was a peace-officer employee during her 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 gives her a fraction of all Settlement Class Shares and a corresponding portion 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. You would receive payment within two weeks after the Court grants final approval to the Settlement and there are either no objections or the Court overrules any objections or the time to appeal ends or an appeal is resolved.

YOUR CDCR-IDENTIFIED PREGNANCY INFORMATION:

Name: INSERT KNOWN PREGNANT EMPLOYEE X NAME HERE –

NOTE: Administrator match to first page so the name is updated each time based on the Administrator's Settlement Class list, then insert below:

Documented Pregnancies in Settlement Period: ____ [insert # column D]

And involving Reasonable Accommodation Request: ____ [insert # column E]

And involving Deterred Claim: ____ [insert # column F]

Peace Officer while pregnant? [Y or N – from column C]

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 get money for your Settlement Period pregnancy, unless you submit a Member's Challenge.

MEMBER'S CHALLENGE TO UPDATE YOUR INFORMATION

Any person who thinks 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 that information on record, 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 request to change your pregnancy information, **YOU MUST SUBMIT A MEMBER'S CHALLENGE WITHIN 30 DAYS OF THE DATE ON YOUR NOTICE OR NO LATER THAN AUGUST 5, 2024.**

You can complete and submit the Member's Challenge form by mail or email, or submit it at the website www.cdcrpregnancysettlement.com. The Administrator must timely receive a Member's Challenge to consider a request to change information. The Administrator may ask for more information to review a request, and can request confirming information from CDCR. The Administrator will make a final and binding decision on pregnancy information following a Member's Challenge. A person can also use a Member's Challenge to become a Settlement Class Member by providing information about one or more Documented Pregnancies during the Settlement Period. 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 who have not been identified from CDCR's records dating from 2015 to 2017 by sending a mailing to those potential class members, and by publicizing this Settlement to all CDCR employees using department-wide e-mails, website notices, 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 Administrator is solely responsible for deciding if a pregnancy qualifies under the Settlement, 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 form is included below and at www.cdcrpregnancysettlement.com.

REQUEST FOR EXCLUSION FROM THE SETTLEMENT

WITHIN 30 DAYS FROM THE DATE ON YOUR MAILED NOTICE, BUT NOT LATER THAN AUGUST 5, 2024, 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. The Request for Exclusion form is included below and at the website www.cdcrpregnancysettlement.com. A Request for Exclusion must be timely, legible, identify the person's full name, name at the time of her pregnancy, name of every location/prison at which she worked in the Settlement Period (for identification purposes), current mailing address and optional email 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 this Agreement and the class release herein, 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 IT WITHIN 30 DAYS OF THE DATE ON YOUR NOTICE, BUT NO LATER THAN AUGUST 5, 2024.** An Objection form is found below and at www.cdcrpregnancysettlement.com.

To be considered by the Court, you must submit a written objection that is titled “Objection” and states each reason for your objection, including all known legal and factual support for your objection. The objection must include your full name, contact information, the date(s) of your pregnancies while employed with CDCR, your job classification(s) while pregnant, and the prison/workplace at which you were pregnant. If you do not timely submit your Objection to the Administrator, then it may not be considered by the Court.

You do not need to attend the final approval hearing to 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 when you send your Objection, by including the following statement in your Objection: “Notice of Intention to Appear” at the hearing. A Class member who objects will still be bound by the Settlement if it is finally approved by the Court. All of your claims against CDCR will be released if the Settlement is finally approved.

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:

Date and Time: _____

Los Angeles County Superior Court

Department 6

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.**

2. **Timely submit a Member's Challenge if you disagree with your Documented Pregnancy information above. You will be bound by the Settlement and will get a payment for one or more Documented Pregnancies from the Settlement Period.**
3. **In addition to 1 or 2, you may timely submit an Objection.**
4. **Timely submit a Request for Exclusion to remove yourself from the Settlement. You will receive no money, but 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 the Administrator's website at www.cdcrpregnancysettlement.com.

MEMBER'S CHALLENGE, OBJECTION TO SETTLEMENT, AND REQUEST FOR EXCLUSION FORMS FOLLOW THIS NOTICE, AND ARE AVAILABLE AT WWW.CDCRPREGNANCYSETTLEMENT.COM.

Member's Challenge Form

Instructions: Use this form only if: (1) you got a Settlement Notice in the mail and want to update your pregnancy information as a Participating Class Member, or (2) you did not get a Settlement Notice, but you were pregnant working for CDCR and you want to be a Participating Class Member. Do NOT use this form if you do not want to change the pregnancy information recorded for you.

SUBMIT THIS FORM WITHIN 30 DAYS of the date on your Settlement Notice, but no later than August 5, 2024 [30 days after Administrator mails all Notices], whichever date is later. You can submit this form by email to _____, completing it at www.cdcrpregnancysettlement.com, or by U.S. Mail with a postmark, no later than August 5, 2024, to this address _____.

Information you submit on this form is for the Claims Administrator to update pregnancy information that will be used to allocate your portion of the Settlement proceeds. **YOU MUST SIGN THIS FORM** after legibly answering all questions that apply to you. Questions 4 and 5 may not apply to your situation.

Print your full name: _____

List all names you used when working for CDCR: _____

If you got a Settlement Class Notice in the mail, print the name from that notice: _____

List the prison or work address when you were pregnant: _____

List your current contact information for communications about your information below:

Your Mailing Address: _____

Your Phone Number: _____

Your Email Address: _____

Your Pregnancies While Working for CDCR Between June 15, 2015 and May 31, 2020

Identify your total number of pregnancies, and then identify each pregnancy using months and years. (For example: "2" pregnancies and "June 2017 to February 2018; January 2019 to September 2019".)

1. Total number of pregnancies you had **between June 15, 2015 and May 31, 2020:** _____

2. Approximate month(s) and year(s) for each pregnancy: _____

3. Were you working in a peace-officer job for any of these pregnancies? (Yes or No): _____

If "Yes," then list your job title and identify the pregnancy you listed above. If "No," then go to question 4. (For example, Correctional Officer, 2017 pregnancy.): _____

4. For any pregnancy listed in question 1, did you have a pregnancy limitation affecting your ability to do your job, but you did not request a workplace accommodation because CDCR deterred you? (Yes or No): _____

If you answered "yes," then identify which pregnancy you listed in question 1, in the statement below. If you answered "no," then go to question 5.

Yes, I state under penalty of perjury that I was deterred from seeking accommodation for a pregnancy limitation I had during this pregnancy (for example, "2019 pregnancy"): _____

5. During any pregnancy you listed in question 1, do you affirm that you had a pregnancy limitation for which you requested a workplace accommodation from CDCR? (Yes or No): _____

If you answered "yes," then you must identify one or more pregnancy listed in question 1, in the statement below. If you answered "no," then sign and date the form at the bottom and submit to the Administrator.

(The same pregnancy cannot be listed in response to both question 4 and question 5.)

Yes, I state under penalty of perjury that I requested a pregnancy accommodation from CDCR during this pregnancy (for example, "2017 pregnancy"): _____

(If this is not true, leave it blank, and sign the form at the bottom and submit it to the Administrator.)

6. If you listed a pregnancy under question 5, then answer questions 6. A. and 6. B. (If you did not list a pregnancy under question 5, then sign and date the form at the bottom and submit it to the Administrator.)

A. Identify each pregnancy and each prison or workplace at which you requested accommodation (for example, "2017 pregnancy at San Quentin State Prison"): _____

B. List the Title and Name of person(s) who you talked to about each pregnancy listed in question 6.A. (for example, "Return to Work Coordinator Smith - 2017 pregnancy"): _____

7. Please submit any documentation showing you requested a work accommodation for each pregnancy you listed in question 6. This could be a letter, an email or other document regarding your pregnancy accommodation request. (Skip this question if you did not answer "yes" to question 5.)

The Administrator must be able to verify you requested an accommodation to work while pregnant. If you provide no supporting documents, the Administrator may not be able to verify your request.

I am attaching/emailing/uploading documents I am submitting with this form: (Yes/No) _____

SWORN VERIFICATION OF INFORMATION: By signing, dating and submitting this form, I verify that the information in this form is true and accurate regarding my pregnancies experienced while working for CDCR during the Settlement Period (June 15, 2015 to May 31, 2020). I state this information is true under penalty of perjury under the laws of California.

You must sign your name here, under penalty of perjury: _____

You must enter the date on which you sign: _____

DO NOT SUBMIT THIS FORM IF YOU ARE REQUESTING TO BE EXCLUDED FROM THE SETTLEMENT

Objection to Settlement Form

If you are a Participating Class Member, then you can make a formal objection AGAINST the Settlement, if you choose to do so. If you timely submit your objection, then the Court will review your objection before ruling on the Settlement at the final approval hearing.

YOU MUST SUBMIT AN OBJECTION WITHIN 30 DAYS of the date on your Settlement Notice, OR no later than **August 5, 2024** [30 days after Administrator mails all Notices], whichever date is later. You can submit this form by email to _____, completing it at www.cdcrpregnancysettlement.com, or using U.S. Mail with a postmark date, no later than **August 5, 2024**, to this address: _____.

Please PRINT and complete an objection that includes the following information:

Your full name to identify you as a Participating Class Member: _____

The approximate dates of your pregnancy(ies) working for CDCR: _____

Your job classification(s) during your pregnancies working for CDCR: _____

Your prison or other CDCR work address when you were pregnant: _____

Your mailing address: _____

Your email address: _____

1. State each objection to the Settlement and all your legal and factual reasons for each objection:

2. If you plan to appear in person at the Final Approval Hearing for the Settlement, you must write "Yes" following this statement: Notice of Intent to Appear at the hearing: _____

Sign and date this Objection:

Signature

Date

DO NOT SUBMIT THIS FORM IF YOU ARE REQUESTING TO BE EXCLUDED FROM THE SETTLEMENT

To be considered by the Court, a **written objection to approval of the Settlement must be submitted** to the Administrator (meaning postmarked, emailed or uploaded to the Settlement Class website) **no later than thirty (30) days after the date on your Settlement Notice, OR by August 5, 2024**. If the Court rejects or overrules your objection, you will remain a Participating Class Member who is still bound by the terms of the Settlement, including the release of all claims, and who still may receive a payment as determined by the Administrator under the terms of the Settlement.

Request for Exclusion Form

Any Settlement Class Member may timely request that she be excluded from the Settlement. To be timely and exclude yourself, **your Request for Exclusion Form must be submitted** to the Administrator (meaning mail-postmarked, emailed, or uploaded to the Settlement Class website) **no later than thirty (30) days after the date on your Settlement Notice, OR by August 5, 2024.**

If you do not timely submit a Request for Exclusion, then you will be bound by the terms of the Settlement with CDCR and the full releases provided therein, regardless of any payment received under the Agreement. **YOU WILL NOT RECEIVE ANY PAYMENT UNDER THE SETTLEMENT IF YOU SUBMIT A REQUEST FOR EXCLUSION**, and you will be required to prove your individual claims in Court in order to potentially obtain a future monetary recovery from CDCR relating to a past pregnancy. If you exclude yourself from the Settlement, you may never get any recovery from CDCR, including because your pregnancy claim may be too old (time-barred), or because of other defenses to your pregnancy claim.

YOU SHOULD KEEP A COPY OF YOUR SUBMITTED REQUEST FOR EXCLUSION WITH THE DATE SUBMITTED because you will need to prove that you timely excluded yourself from the Settlement Class. If you do not have proof you timely submitted a Request for Exclusion, then you will be unable to pursue a cause of action or claim against CDCR in the future.

If you submit a Request for Exclusion, then you will be excluded from the Settlement Class and not eligible for any Settlement payment unless you revoke your Request for Exclusion in a signed writing received by the Administrator at least twenty-one (21) days prior to the final approval hearing on the Settlement.

I HEREBY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.

Print your full name to exclude you from the Settlement Class: _____

The approximate dates of your pregnancy(ies) working for CDCR: _____

Your job classification(s) during your pregnancies working for CDCR: _____

Your prison or other CDCR work address at which you were pregnant: _____

Your mailing address: _____

Your email address (if desired): _____

Sign and date:

Signature

Date

Mail to the Administrator **at this address:** _____

Email to the Administrator **at this address:** _____

Or fill out this form at the Settlement Class website: www.cdcrpregnancysettlement.com

DO NOT SUBMIT THIS FORM UNLESS YOU DO NOT WANT TO BENEFIT FROM THE SETTLEMENT.

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**EXHIBIT B: DECLARATION OF
ARNOLD P. PETER**

Arnold P. Peter (SBN: 120091)
apeter@peterlawgroup.com
Eyal Farahan (SBN: 314849)
efarahan@peterlawgroup.com
PETER LAW GROUP
270 Coral Circle
El Segundo, CA 90245
T: (310) 432-0500
F: (310) 432-0599

Attorneys for Plaintiffs JACQUELINE CARREON, GENEVA CARTER, RACQUEL CHANELO, MELISSA GLAUDE, KAREN LANG, ANGELA POWELL, KAREN BAGUBE, LIA MCKEOWN and NINA ORTEZ, individuals, on behalf of themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JACQUELINE CARREON, GENEVA CARTER, RACQUEL CHANELO, MELISSA GLAUDE, KAREN LANG, and ANGELA POWELL, individuals, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION, a division of the State of California, and DOES 1 through 100,

Defendant.

Case Nos. 19STCV09935
20STCV10154

**DECLARATION OF ARNOLD P. PETER IN SUPPORT OF
CARREON/BAGUBE
PLAINTIFFS' APPLICATION
FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Time: May 22, 2024
Time: 10:00 a.m.
Dept.: 6
Judge: The Hon. Elihu M. Berle

1 KAREN BAGUBE, an individual,

2 Plaintiff,

3 v.

4 CALIFORNIA DEPARTMENT OF
5 CORRECTIONS AND REHABILITATION,
6 a division of the State of California, and
7 DOES 1 through 100,

8 Defendant.
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1 I, ARNOLD P. PETER, DECLARE:

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- 3 1. I have personal knowledge of the matters set forth herein and if called upon to
- 4 testify thereto, I could and would do so competently. I am a member in good
- 5 standing of the State Bar of California and counsel of record for Plaintiffs in
- 6 the *Carreon* and *Bagube* lawsuit. I was appointed by this Court as Class
- 7 Counsel for the certified class in *Carreon*.
- 8 2. The Carreon Lawsuit class members were sent notices and the opportunity to
- 9 give notice they wanted to opt out of the lawsuit, through the court-approved
- 10 class administrator, including in February 2021 and June 2023.
- 11 3. Defendant California Department of Corrections and Rehabilitation (“CDCR”)
- 12 has taken the depositions of each of the nine Plaintiffs, including multiple
- 13 sessions for some Plaintiffs. The Plaintiffs have taken the depositions of
- 14 several current and former CDCR officials and employees relating to CDCR
- 15 pregnancy-related policy and practices, including Return-to-Work Office and
- 16 reasonable accommodation (“RA”) process managers Chief Lori Mahannah
- 17 and Section Chief Brianne Glasspiegel, and including Chief Robert Calderon,
- 18 Deputy Director Katherine Minnich, and former Return-to-Work Coordinator
- 19 Rachel Young. The scope of this deposition discovery has included extensive
- 20 “person-most-qualified” testimony on CDCR’s Prior Policy and practices
- 21 relating to the provision of reasonable accommodations and light duty for
- 22 pregnant employees. The Parties have exchanged extensive written
- 23 discovery, including thousands of pages of records, pregnancy accommodation
- 24 files, and CDCR’s practices and procedures, encompassing discovery relevant
- 25 to the Plaintiffs and class claims and the CDCR’s operative Prior Policy.
- 26 4. I have conducted significant interviews and analysis of class members and
- 27 their claims and prepared the Plaintiffs for multiple depositions and
- 28

1 mediation sessions. I prepared a detailed questionnaire in anticipation of
2 trial to which over 120 members of the *Carreon* Class responded and in which
3 they provided information about their pregnancies, requests for
4 accommodation and medical restrictions. This process revealed significant
5 variation in *Carreon* Class members' experiences, indicating CDCR's prior
6 Prior Policy at issue in this case was the one key uniformity experienced by all
7 pregnant employees class members. Otherwise, from job duties to pregnancy
8 limitations, the accommodation experiences create complexities that would
9 make proving individual class member damages very difficult and time
10 consuming.

- 11 5. The *Carreon* and *Bagube* Plaintiffs and CDCR have attempted to settle their
12 disputes through four (4) private mediations with two retired judges, before
13 they were successful. In the course of the four mediations, the *Carreon* and
14 *Bagube* Plaintiffs and CDCR exchanged a significant amount of factual and
15 documentary information. This included financial damage calculations by the
16 Plaintiffs' retained expert.
- 17 6. Ultimately, retired Judge Ronald Sabraw was able to broker a fair resolution
18 in the proposed Settlement. The Settlement provides that each of these
19 individuals, as well as other employees that CDCR has identified as having
20 pregnancies when the Prior Policy was in effect will get a personalized Notice
21 of Settlement explaining how they will benefit from the Settlement. (See
22 Settlement at section 25.) The Civil Rights Department ("CRD") was involved
23 in the last two of these four mediations. But whereas, on December 21, 2023,
24 the *Carreon* and *Bagube* Lawsuits were resolved by a preliminary Settlement,
25 the CRD lawsuit was not.
- 26 7. Simpluris has estimated that the costs associated with sending Notice to
27 additional potential Settlement Class Members will be about \$2.00 per
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1 person/Notice above the initial 5,000. Because current CDCR estimates are
2 for as many as 23,500 additional female employees from the Way-Back Period
3 who may be potential Class Members who should receive Notice, this could
4 add \$47,000 to the cost of Administration. Thus, current Administrator's
5 costs estimates should be around \$100,000 or so, in total (initial \$37,000 plus
6 \$47,000, plus additional administration associated with updating the
7 Settlement Class lists and sending out additional payments resulting from
8 those potential members who actually come forward after receiving the
9 Notice).

- 10 8. Upon receipt of the Gross Settlement Amount, Simpluris will run a
11 Competitive process with its banking partners to determine the best available
12 account interest rate. Currently, the rates fluctuate between 1.3 to 3.5
13 percent depending on numerous factors including fund size and the length of
14 hold time. Simpluris has years of experience administering Class Action
15 settlements, including class Notices, Payments, Claims Submissions, and
16 Settlement Website of the types required by the Settlement.
- 17 9. Despite facing challenges with childcare and maintaining a work-life balance,
18 the Carreon/Bagube Plaintiffs consistently attended crucial hearings, made
19 themselves available for deposition preparation, underwent multiple
20 depositions, and provided invaluable insights into the inner workings of the
21 CDCR and its policies regarding pregnancy accommodations. Additionally,
22 the Plaintiffs agreed to attend legislative hearings related to pending
23 legislation regarding CDCR's challenged Prior Policy (cancelled only due to
24 the COVID pandemic), incurring their own travel expenses including mileage,
25 meals, and hotel accommodations, all in the pursuit of justice for the entire
26 Settlement Class. Attached as Exhibit I to Plaintiffs' Appendix is a listing of
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1 the hearings which Plaintiffs' attended and the depositions they have
2 appeared for.

3 10. Both Plaintiffs' and Defendant's respective counsel are experienced in
4 employment, workplace discrimination and class action matters. I have over
5 25 years of employment law experience, including litigating numerous
6 discrimination matters and collective actions. I also successfully represented
7 the Plaintiff in *Coogle v. California Department of Corrections and*
8 *Rehabilitation* (Kern County Superior Court). This case presented legal
9 issues identical to this action. I have already demonstrated skill in this case
10 by defeating CDCR's motion for change of venue and to decertify the *Carreon*
11 class, and obtaining a preliminary injunction for the *Carreon* Plaintiffs. In
12 addition, I was appointed Class Counsel in the *Carreon* Lawsuit and have
13 adequately represented the class throughout this hard-fought five year-
14 litigation

15 I DECLARE UNDER PENALTY UNDER THE LAWS OF THE STATE OF
16 CALIFORNIA THAT THE FOREGOING IS TRUE AND INCORRECT.

17 Executed On March 24, 2024 at El Segundo, California.

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21 _____
22 ARNOLD P, PETER
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**EXHIBIT C: DECLARATION OF
BRIANNE GLASSPIEGEL**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

**JACQUELINE CARREON, GENEVA
CARTER, RACQUEL CHANELO,
MELISSA GLAUDE, KAREN LANG,
ANGELA POWELL, LIA MCKEOWN,
and NINA ORTEZ, individuals, on behalf of
themselves and all others similarly situated,**

Plaintiffs,

v.

**CALIFORNIA DEPARTMENT OF
CORRECTIONS AND
REHABILITATION, a division of the State
of California, and DOES 1 through 100,**

Defendant.

Case No. 19STCV09935

**DECLARATION OF BRIANNE
GLASSPIEGEL IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT OF THE
PLAINTIFFS' CLAIMS**

Date: May 22, 2024
Time: 10:00 a.m.
Dept: 006
Judge: The Honorable Elihu M. Berle
Trial Date: Off calendar
Action Filed: March 25, 2019

1 I, Brianne Glasspiegel, hereby declare as follows:

2 1. I am of sound mind and body, and if called under oath to testify in court, I could and
3 would competently testify to the following information based on my personal knowledge. I make
4 the statements in this Declaration based on personal knowledge, unless expressly stated to be on
5 information and belief. I make this declaration in support of a Motion for Preliminary Approval
6 of a Class Action Settlement Agreement, which I understand is intended to settle the pregnancy-
7 related claims of all current/former California Department of Corrections and Rehabilitation
8 ("CDCR") employees who were pregnant during the period of June 15, 2015 and May 31, 2020
9 (the "Settlement Period").

10 2. In about January 2017, I began working at CDCR's Office of Employee Wellness
11 ("OEW")¹ in the position of Return to Work Coordinator ("RTWC"), assisting employees in
12 matters involving disabilities, workplace limitations, and pregnancy accommodation requests,
13 among other duties. I advanced into a supervisor position, responsible for supervising RTWCs
14 located at OEW, and conducting training statewide for RTWCs located across all CDCR offices
15 and facilities, such as in Return to Work Offices located at each prison, including from 2018 to
16 2020. I have worked for OEW until the present, and I am now the Section Chief over the Return
17 to Work Services Section of OEW, which oversees CDCR's Return to Work programs that
18 include the reasonable accommodation and Return to Work Office processes involving
19 pregnancy-related accommodation requests.

20 3. As part of my job duties I am required to understand the Return to Work records and
21 processes discussed in this declaration. The OEW and the Disability Management Unit (DMU)
22 are located within CDCR's headquarter offices. The DMU provides the same functions as OEW
23 with respect to pregnancy accommodation functions and records, except DMU serves CDCR's
24 California Correctional Health Care Services employees (CDCR healthcare employees working
25 under the federal Receiver in the *Plata* litigation involving inmate healthcare services). The
26 DMU and OEW and the Return to Work Offices at the prisons all followed the same CDCR
27 Department Operations Manual ("DOM"), which provides CDCR's authorized Return to Work

28 ¹ The name of this unit in CDCR has changed over time, but "OEW" refers to this unit.

1 policies. In compiling the information identified below, I worked with the DMU to include its
2 identified record information involving pregnancies with accommodation requests or other
3 employee interactions that generate Return to Work ("RTW") files. As part of my duties, I was
4 and am required to understand CDCR's policies and practices regarding the reasonable
5 accommodation process that applies to CDCR's employees located at CDCR's prisons. My job
6 duties also included understanding the policies and practices relating to accommodating pregnant
7 female employees who had pregnancy-related medical restrictions related to work. I have
8 personally worked on many CO pregnancy-related reasonable accommodation requests and
9 assisted on dozens more. As part of my duties, I am also familiar with RTW files that record and
10 track the reasonable accommodation process after an employee seeks an accommodation for a
11 workplace restriction related to a pregnancy.

12 4. I was personally involved with CDCR's months-long efforts to identify all known
13 employee pregnancies covering the period of November 1, 2017 through May 31, 2020 ("Primary
14 Period"). This process included OEW working with DMU and communicating with each CDCR
15 prison, facility and workplace to identify all known employee pregnancies in connection with
16 CDCR defending the Carreon and Bagube lawsuits. The goal was to identify all pregnancies
17 dating from the Primary Period, meaning any pregnancy that occurred at least in part during that
18 date range. This took many hundreds (probably more than one thousand) hours of employee time
19 to compile this information. As a result of this work, CDCR identified a list of all known peace-
20 officer (PO) employee pregnancies dating to the Primary Period, and a list of all known non-PO
21 employee pregnancies dating to the Primary Period. Recently, I have directed and worked with
22 CDCR employees assigned to review the RTW files/indexes maintained at OEW and DMU to
23 search for and identify other pregnancies from the Settlement Period. As of the date this
24 declaration is signed, CDCR has so far identified a list of 425 PO employee pregnancies and a list
25 of 660 non-PO employee pregnancies within the Settlement Period, which predominantly date
26 from the Primary Period. Collectively, these PO and non-PO pregnancy lists are referred to as the
27 Settlement Class Lists (of known pregnancies).

1 5. For the period of June 15, 2015 to October 31, 2017 (the "Way-Back Period"), CDCR
2 has identified only incomplete information regarding its employee pregnancies. Typically, prison
3 Return to Work Offices do not have electronically searchable indexes of RTW files that can be
4 searched to identify pregnancies involving requests for accommodation dating from the Way-
5 Back Period. However, during the Way-Back Period, prison RTW Offices were required to
6 communicate to OEW when they received pregnancy-related reasonable accommodation requests
7 from peace-officer employees, and during the Settlement Period (including in 2015), training was
8 given to prison RTW Office employees that all pregnancy accommodation requests should be
9 forwarded to OEW. Thus, if a prison RTW Office communicated about a pregnancy
10 accommodation request, then OEW or DMU should have a RTW file concerning such pregnancy.
11 CDCR is completing its search of the OEW and DMU RTW files/indexes for such pregnancies
12 dating from the Way-Back Period, and is including those identified pregnancies on the Settlement
13 Class Lists.

14 6. CDCR does not keep records specifically to track employee pregnancies. Thus, an
15 employee who was pregnant and never sought any accommodation would not have a RTW file,
16 and CDCR would not be able to reasonably identify such pregnancy from the Settlement Period,
17 because CDCR would have to simply search all female employee (including former employee)
18 records looking for evidence of a pregnancy. In contrast, if a particular person identifies herself
19 as having been pregnant during the Settlement Period, then CDCR can do a targeted record search
20 to find information about that pregnancy. OEW and DMU understand that current and former
21 employees who receive notice of the Settlement will be able to identify pregnancies dating from
22 the Settlement Period, and CDCR will then be able to search under that employee's name to try to
23 find pregnancy records, if any exist.

24 7. CDCR provides annual training to its employees that identifies OEW and the Return
25 to Work Offices as a resource for employees who are seeking reasonable accommodations,
26 including for pregnancy-related limitations and disabilities. CDCR also provides training to
27 RTWCs about providing reasonable accommodations, limited-term light duty and temporary
28 modified work assignments to employees with temporary disabilities, including pregnant

1 employees. CDCR applies these policies to pregnant employees on equal terms as provided to
2 other employees with temporary disabilities.

3 8. If the Court approves the Settlement, then CDCR will post information about the
4 Settlement on CDCR's intranet and at the Return to Work Offices at all of CDCR's workplaces.
5

6 I swear that the foregoing is true and correct, under penalty of perjury under the laws of the
7 State of California. Signed this 21st day of March, 2024, in Sacramento, California.

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9 _____
10 Brianne Glasspiegel

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**EXHIBIT D: DECLARATION OF
JACOB KAMENIR**

Arnold P. Peter (SBN: 120091)
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Eyal Farahan (SBN: 314849)
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Attorneys for Plaintiffs JACQUELINE CARREON, GENEVA CARTER, RACQUEL CHANELO, MELISSA GLAUDE, KAREN LANG, ANGELA POWELL, KAREN BAGUBE, LIA MCKEOWN and NINA ORTEZ, individuals, on behalf of themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JACQUELINE CARREON, GENEVA CARTER, RACQUEL CHANELO, MELISSA GLAUDE, KAREN LANG, and ANGELA POWELL, individuals, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION, a division of the State of California, and DOES 1 through 100,

Defendant.

Case Nos. 19STCV09935
20STCV10154

DECLARATION OF JACOB KAMENIR IN SUPPORT OF CARREON/BAGUBE PLAINTIFFS' APPLICATION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Time: May 22, 2024
Time: 10:00 a.m.
Dept.: 6
Judge: The Hon. Elihu M. Berle

1 KAREN BAGUBE, an individual,

2 Plaintiff,

3 v.

4 CALIFORNIA DEPARTMENT OF
5 CORRECTIONS AND REHABILITATION,
6 a division of the State of California, and
7 DOES 1 through 100,

8 Defendant.
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1 I, JACOB KAMENIR, DECLARE:

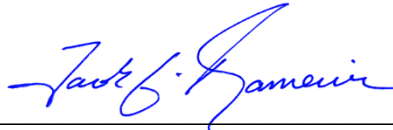
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- 3 1. I have personal knowledge of the matter set forth herein and if called upon to
- 4 testify thereto, I could and would do so competently. I am the Senior Director
- 5 of Notice for Simpluris, Inc. ("Simpluris"),
- 6 2. Simpluris has administered over 9,000 matters, managed over \$9 billion in
- 7 settlement funds, and provided its services for over 15 years. Simpluris has
- 8 estimated its fees, absent unforeseen circumstances, at \$37,000. Upon receipt
- 9 of the Gross Settlement Amount, Simpluris with run a Competitive process
- 10 with its banking partners to determine the best available account interest
- 11 rate. Attached as Exhibit A hereto is a brochure that describes Simpluris'
- 12 experience, expertise and services.

13 I DECLARE UNDER PENALTY UNDER THE LAWS OF THE STATE OF

14 CALIFORNIA THAT THE FOREGOING IS TRUE AND INCORRECT.

15 Executed On March 18, 2024, at Albert Lea, Minnesota.

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19 JACOB KAMENIR

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EXHIBIT A

Simpluris, Inc. Brochure

Simpluris, an award winning claims administrator, has administered over 9,000 matters, managed over \$9 billion in settlement funds, and provided its services for over 15 years. Our beginning-to-end services include complete project management, mailings & notification campaigns, contact center, legal intake, data management, disbursements & tax reporting, among others.

Services

Class Action Administration

Simpluris class action and claims administration offers comprehensive settlement planning, execution, and reporting. When you bring a case to Simpluris, our team reviews each matter independently. Our subject matter experts leverage their experience to develop a settlement framework designed to meet the unique aspects of your matter. We take a consultative approach to address your challenges and support preliminary hearing preparation.

Mass Arbitration Administration

Simpluris can provide the technology and operational fulfillment resources needed to manage mass arbitrations from intake to payment in a cost-effective and efficient manner. At Simpluris, we pride ourselves on having an average of 93.5% signed releases. We have experience administering some of the largest mass arbitration cases, including Uber, Lyft, Instacart, Grubhub, Postmates, and DoorDash. Simpluris delivers solutions for matters of any size and complexity.

Regulatory Remediation

Whether internally initiated or formally required by a consent order, Simpluris aids respondents in meeting critical obligations and deadlines. Simpluris is prepared to plan and execute remediation actions tailored to your institution's size and needs. As a third-party administrator, we understand the importance of swift remediation and provide "white glove" customer service from planning, to execution, through final reporting.

Legal Corporate Services

Simpluris' services scale and adapt to meet our client's challenges. We excel at comprehensive settlement administration and remediation; however, we understand that our client's needs include a combination of many legal corporate services. No matter how simple or complex, we ask you to bring us your unique challenges so we may develop a custom solution to fit your needs.

Data Security

Simpluris is committed to the security and overall protection of its customer's data and information. We maintain SOC 1 and SOC 2 certification which requires us to adhere to strict policies and procedures surrounding information security including processing and storage of confidential customer data. Simpluris has and maintains a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00).

Executive Team

Simpluris' history is rooted in class action settlement administration and our management team's experiences are vast and diverse. The Simpluris executive leadership team boasts more than 100 years of experience in corporate, financial and legal administration, including:

- Executive management of the largest legal administration operation in the world that produced 200+ million notifications, 10+ million claims and \$5+ billion funds disbursed per year on average.
- A few of the most notable matters our leadership team has presided over include the largest data breach responses, corporate restructures and antitrust settlement administrations in US history.
- Oversight of the largest consent orders handed down from OCC, DOJ, CFPB & FTC over the last decade.
- Fostering hundreds of client relationships with the premier government entities, law firms and financial institutions in the world.

The Simpluris executive team - Kevin Lee, President, COO; Doug Norman, CFO; Zach Hoffman, Founder, CTO; Patrick Ivie, CRO; Wes Alford, SVP; and Paul Saroj, SVP - are experienced industry experts. Leveraging our past experiences, Simpluris is prepared to handle matters of every scope and scale.

Technology

From Simpluris' inception, our founders had a vision to develop a single comprehensive platform, purpose-built to serve the legal administration industry. Today, our proprietary technology platform, named Cadence, increases data security, mitigates errors caused by siloed databases, and speeds processes by improving transparency and collaboration between departments. Cadence is an innovative and evolving administration engine that sets our case management apart from all other legal administrators. From data ingestion, noticing, and claims processing, through disbursement, taxation, and final reporting, our project management processes are conducted inside Cadence. We see the future of legal tech evolving and are continuously developing our solutions to meet the administration needs of tomorrow.

Client Service

The Simpluris administration team is best known for their dedication to delivering premium service. When you partner with Simpluris, you work alongside a dedicated client service representative. This Simpluris team member will guide you through the settlement life cycle. Your client service representative is your administration conductor, adjusting the tempo as your case progresses. With a comprehensive view of your matter, your client service representative can respond swiftly to changes in your case, proactively notify you of upcoming milestones, and most importantly, be accountable for the successful completion of your matter.

Our team is available any time of day with offices across the nation, including two corporate hubs in Costa Mesa, CA and Orlando, FL.



(800) 779-2104
3194-C Airport Loop Dr.,
Costa Mesa, CA 92626
simpluris.com



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**EXHIBIT E: DECLARATION OF
JUDGE RONALD S. SABRAW (RETD.)**

Arnold P. Peter (SBN: 120091)
apeter@peterlawgroup.com
Eyal Farahan (SBN: 314849)
efarahan@peterlawgroup.com
PETER LAW GROUP
270 Coral Circle
El Segundo, CA 90245
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Attorneys for Plaintiffs JACQUELINE CARREON, GENEVA CARTER, RACQUEL CHANELO, MELISSA GLAUDE, KAREN LANG, ANGELA POWELL, KAREN BAGUBE, LIA MCKEOWN and NINA ORTEZ, individuals, on behalf of themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JACQUELINE CARREON, GENEVA CARTER, RACQUEL CHANELO, MELISSA GLAUDE, KAREN LANG, and ANGELA POWELL, individuals, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION, a division of the State of California, and DOES 1 through 100,

Defendant.

Case Nos. 19STCV09935
20STCV10154

**DECLARATION OF JUDGE
RONALD M. SABRAW (RET.) IN
SUPPORT OF
CARREON/BAGUBE
PLAINTIFFS' APPLICATION
FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Time: May 22, 2024
Time: 10:00 a.m.
Dept.: 6
Judge: The Hon. Elihu M. Berle

1 KAREN BAGUBE, an individual,
2 Plaintiff,
3 v.
4 CALIFORNIA DEPARTMENT OF
5 CORRECTIONS AND REHABILITATION,
6 a division of the State of California, and
7 DOES 1 through 100,
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28 Defendant.

1 I, RONALD M. SABRAW, DECLARE:

- 2
- 3 1. I have personal knowledge of the matter set forth herein and if called upon to
- 4 testify thereto, I could and would do so competently.
- 5 2. Prior to becoming a full-time mediator with JAMS, I served as an Alameda
- 6 County Municipal Court Judge between 1987-1989 and an Alameda County
- 7 Superior Court Judge during 1989 through 2007, and was the Presiding Judge
- 8 in 1996-1997.
- 9 3. I was appointed and served between 2000-2006, as a Complex Litigation
- 10 Judge for the Alameda County Superior Court ("Court"). As a Complex
- 11 Litigation Judge, I helped design and implement the Court's first complex
- 12 litigation department. As a trial judge for over twenty (20) years, I supervised
- 13 numerous complex litigation matters, including many consumer, employee,
- 14 and securities class actions, mass tort claims, complex coordinated cases, anti-
- 15 trust, unfair business practices, real estate disputes, construction defect,
- 16 Proposition 65 environmental claims, CEQA administrative writs, and
- 17 insurance coverage claims.
- 18 4. Below is a sample listing of the class action and employment cases where I
- 19 presided as the judicial officer:
- 20 a. *Savaglio v. Wal-Mart*, Dkt. No. C-835687-7. Employee class action by
- 21 Wal-Mart employees alleging numerous violations of California's labor
- 22 laws. Managed case from inception through judgment, including
- 23 significant discovery, law and motion, a three and a half month jury
- 24 trial, a week-long court trial, and a year of post trial motions. *Savaglio*
- 25 *v. Wal-Mart*, 2006 WL 3626295.
- 26 b. *Thayer-Ogden v. Pottery Barn Kids*, Dkt. No. RG05-199128. Employee
- 27 class action by assistant store managers alleging misclassification of
- 28

- 1 plaintiffs as “exempt” from overtime requirements. Class certification
2 denied. *Thayer-Ogden v. Pottery Barn Kids, Inc.*, 2006 WL 3378686.
- 3 c. *Dunbar v. Albertson’s*, Dkt. No. RG04-146326. Employee class action by
4 assistant store managers alleging misclassification of plaintiffs as
5 “exempt” from overtime requirements. Class certification denied.
6 *Dunbar v. Albertson’s, Inc.*, 141 Cal. App. 4th 1422 (2006).
- 7 d. *O’Hara v. Factory 2-U.*, Dkt. No. 834123-5. Employee class action
8 alleging misclassification of plaintiffs as “exempt” from overtime
9 requirements. Court initiated use of privacy waiver letters approved in
10 *Pioneer Electronics (USA), Inc. v. Superior Court*, 2007 Cal. LEXIS 553.
11 Class certification granted.
- 12 e. *Schwartz v. Visa and MasterCard*, Dkt. No. 822404-4. Consumer claim
13 regarding disclosure of currency conversion fees. Court addressed many
14 significant (pre-Proposition 64) issues regarding California’s Unfair
15 Competition Law. Following a ~~six~~ multi-month bench trial the Court
16 issued a 125 page Statement of Decision. *Schwartz v. Visa*, 2003 WL
17 1870370. The matter was settled on appeal.
- 18 f. *Cell Phone Termination Fee Cases*, JCCP 4332. Coordinated consumer
19 class actions regarding early termination fees and handset locking.
20 Court addressed issues concerning adequacy of disclosures and effect of
21 class-wide counterclaims against consumers.
- 22 g. *Cross-Country Bank Cases*, JCCP 4380. Coordinated consumer class
23 actions regarding alleged unlawful charges by credit card issuer. Court
24 addressed issues concerning adequacy of disclosures and effect of class-
25 wide counterclaims against consumers.
- 26 h. *Match v. Pet Food Express*, Dkt. No. RG03-127285. Consumer class
27 action regarding allegedly contaminated pet food.
- 28

1 5. On October 21, 2021, the Plaintiffs in the *Carreon, et al. v. California*
2 *Department of Corrections and Rehabilitation, et al.* (“Carreon”), Los Angeles
3 County Superior Court, Case No. 19STCV09935 and *Bagube, et al., v. California*
4 *Department of Corrections and Rehabilitation, et al.* (“Bagube”), Los Angeles
5 County Superior Court, Case No. 20STCV10154, along with Defendant California
6 Department of Corrections and Rehabilitation (“CDCR”) and the Department of
7 Fair Employment and Housing (now known as the “Civil Rights Department” and
8 Plaintiff in a related case), appeared before me for a private mediation session.
9 Despite a full-day mediation and subsequent discussions between the parties and
10 their counsel and myself, the cases did not settle.

11 6. On December 21, 2023, the Carreon/Bagube Plaintiffs, CDCR and the
12 Civil Rights Department again participated in a mediation session with me. The
13 parties and their counsel appeared in person and all the key decision makers
14 were also available in person or telephonically. The parties and their counsel
15 were fully prepared, participated in good faith, and exchanged multiple proposals
16 and counter-proposals. After a number of private caucuses and joint sessions,
17 this mediation produced a settlement-in-principle between CDCR, on the one
18 hand, and the Plaintiffs in the Carreon and Bagube lawsuits (on behalf of
19 themselves and a proposed class of all CDCR employees who were pregnant
20 under CDCR’s prior policy (the “Settlement Class”), on the other hand. This
21 settlement-in-principle did not include the Civil Rights Department. This
22 settlement-in-principle included the key material terms, contemplated by the
23 Settling Parties working together to reach final language to be memorialized in a
24 written agreement.

25 7. The settlement between the Settling Parties was achieved in good faith, after
26 the exchange of multiple proposals and counterproposals, as well as arms-
27 length negotiations. I discussed and I believe that the parties involved
28

1 understood the inherent risks and uncertainty associated with ongoing
2 litigation, including difficulties with proving liability and damages for absent
3 settlement class members for a class action involving pregnancy
4 accommodations. Through careful consideration of these factors, the Settling
5 Parties arrived at a mutually acceptable agreement on behalf of themselves
6 and the Settlement Class that appeared reasonable under the circumstances.
7

8 I DECLARE UNDER PENALTY UNDER THE LAWS OF THE STATE OF
9 CALIFORNIA THAT THE FOREGOING IS TRUE AND INCORRECT.

10 Executed On March 13, 2024 at Phoenix, Arizona, California.
11
12

13 Ronald M. Sabraw

14 JUDGE RONALD M. SABRAW (RET.)
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Signature: Judge Ronald M. Sabraw (Ret.)
Judge Ronald M. Sabraw (Ret.) (Mar 13, 2024 15:11 PDT)

Email: rsabraw@judgesabraw.com







Draft Joint Status Statement - Round 1 (00248444.DOCX;1)

Final Audit Report

2024-03-13

Created:	2024-03-13
By:	Arnold Peter (apeter@peterlawgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABVW7KP2r65aDI3vxyRhSLGncJs1D

"Draft Joint Status Statement - Round 1 (00248444.DOCX;1)" History

-  Document created by Arnold Peter (apeter@peterlawgroup.com)
2024-03-13 - 10:00:22 PM GMT- IP address: 172.119.131.63
-  Document emailed to Judge Sabraw (rsabraw@judgesabraw.com) for signature
2024-03-13 - 10:00:27 PM GMT
-  Email viewed by Judge Sabraw (rsabraw@judgesabraw.com)
2024-03-13 - 10:05:14 PM GMT- IP address: 174.240.19.213
-  Signer Judge Sabraw (rsabraw@judgesabraw.com) entered name at signing as Judge Ronald M. Sabraw (Ret.)
2024-03-13 - 10:11:30 PM GMT- IP address: 68.108.216.239
-  Document e-signed by Judge Ronald M. Sabraw (Ret.) (rsabraw@judgesabraw.com)
Signature Date: 2024-03-13 - 10:11:32 PM GMT - Time Source: server- IP address: 68.108.216.239
-  Agreement completed.
2024-03-13 - 10:11:32 PM GMT

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**EXHIBIT F: MEMBER'S CHALLENGE
FORM**

Member's Challenge Form

Instructions: Use this form only if: (1) you got a Settlement Notice in the mail and want to update your pregnancy information as a Participating Class Member, or (2) you did not get a Settlement Notice, but you were pregnant working for CDCR and you want to be a Participating Class Member. Do NOT use this form if you do not want to change the pregnancy information recorded for you.

SUBMIT THIS FORM WITHIN 30 DAYS of the date on your Settlement Notice, but no later than August 5, 2024 [30 days after Administrator mails all Notices], whichever date is later. You can submit this form by email to _____, completing it at www.cdcrpregnancysettlement.com, or by U.S. Mail with a postmark, no later than August 5, 2024, to this address _____.

Information you submit on this form is for the Claims Administrator to update pregnancy information that will be used to allocate your portion of the Settlement proceeds. **YOU MUST SIGN THIS FORM** after legibly answering all questions that apply to you. Questions 4 and 5 may not apply to your situation.

Print your full name: _____

List all names you used when working for CDCR: _____

If you got a Settlement Class Notice in the mail, print the name from that notice: _____

List the prison or work address when you were pregnant: _____

List your current contact information for communications about your information below:

Your Mailing Address: _____

Your Phone Number: _____

Your Email Address: _____

Your Pregnancies While Working for CDCR Between June 15, 2015 and May 31, 2020

Identify your total number of pregnancies, and then identify each pregnancy using months and years. (For example: "2" pregnancies and "June 2017 to February 2018; January 2019 to September 2019".)

1. Total number of pregnancies you had **between June 15, 2015 and May 31, 2020:** _____

2. Approximate month(s) and year(s) for each pregnancy: _____

3. Were you working in a peace-officer job for any of these pregnancies? (Yes or No): _____

If "Yes," then list your job title and identify the pregnancy you listed above. If "No," then go to question 4. (For example, Correctional Officer, 2017 pregnancy.): _____

4. For any pregnancy listed in question 1, did you have a pregnancy limitation affecting your ability to do your job, but you did not request a workplace accommodation because CDCR deterred you? (Yes or No): _____

If you answered "yes," then identify which pregnancy you listed in question 1, in the statement below. If you answered "no," then go to question 5.

Yes, I state under penalty of perjury that I was deterred from seeking accommodation for a pregnancy limitation I had during this pregnancy (for example, "2019 pregnancy"): _____

5. During any pregnancy you listed in question 1, do you affirm that you had a pregnancy limitation for which you requested a workplace accommodation from CDCR? (Yes or No): _____

If you answered "yes," then you must identify one or more pregnancy listed in question 1, in the statement below. If you answered "no," then sign and date the form at the bottom and submit to the Administrator.

(The same pregnancy cannot be listed in response to both question 4 and question 5.)

Yes, I state under penalty of perjury that I requested a pregnancy accommodation from CDCR during this pregnancy (for example, "2017 pregnancy"): _____

(If this is not true, leave it blank, and sign the form at the bottom and submit it to the Administrator.)

6. If you listed a pregnancy under question 5, then answer questions 6. A. and 6. B. (If you did not list a pregnancy under question 5, then sign and date the form at the bottom and submit it to the Administrator.)

A. Identify each pregnancy and each prison or workplace at which you requested accommodation (for example, "2017 pregnancy at San Quentin State Prison"): _____

B. List the Title and Name of person(s) who you talked to about each pregnancy listed in question 6.A. (for example, "Return to Work Coordinator Smith - 2017 pregnancy"): _____

7. Please submit any documentation showing you requested a work accommodation for each pregnancy you listed in question 6. This could be a letter, an email or other document regarding your pregnancy accommodation request. (Skip this question if you did not answer "yes" to question 5.)

The Administrator must be able to verify you requested an accommodation to work while pregnant. If you provide no supporting documents, the Administrator may not be able to verify your request.

I am attaching/emailing/uploading documents I am submitting with this form: (Yes/No) _____

SWORN VERIFICATION OF INFORMATION: By signing, dating and submitting this form, I verify that the information in this form is true and accurate regarding my pregnancies experienced while working for CDCR during the Settlement Period (June 15, 2015 to May 31, 2020). I state this information is true under penalty of perjury under the laws of California.

You must sign your name here, under penalty of perjury: _____

You must enter the date on which you sign: _____

DO NOT SUBMIT THIS FORM IF YOU ARE REQUESTING TO BE EXCLUDED FROM THE SETTLEMENT

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**EXHIBIT G: OBJECTION TO
SETTLEMENT**

Objection to Settlement Form

If you are a Participating Class Member, then you can make a formal objection AGAINST the Settlement, if you choose to do so. If you timely submit your objection, then the Court will review your objection before ruling on the Settlement at the final approval hearing.

YOU MUST SUBMIT AN OBJECTION WITHIN 30 DAYS of the date on your Settlement Notice, OR no later than **August 5, 2024** [30 days after Administrator mails all Notices], whichever date is later. You can submit this form by email to _____, completing it at www.cdcrpregnancysettlement.com, or using U.S. Mail with a postmark date, no later than **August 5, 2024**, to this address: _____.

Please PRINT and complete an objection that includes the following information:

Your full name to identify you as a Participating Class Member: _____

The approximate dates of your pregnancy(ies) working for CDCR: _____

Your job classification(s) during your pregnancies working for CDCR: _____

Your prison or other CDCR work address when you were pregnant: _____

Your mailing address: _____

Your email address: _____

1. State each objection to the Settlement and all your legal and factual reasons for each objection:

2. If you plan to appear in person at the Final Approval Hearing for the Settlement, you must write "Yes" following this statement: Notice of Intent to Appear at the hearing: _____

Sign and date this Objection:

Signature

Date

DO NOT SUBMIT THIS FORM IF YOU ARE REQUESTING TO BE EXCLUDED FROM THE SETTLEMENT

To be considered by the Court, a **written objection to approval of the Settlement must be submitted** to the Administrator (meaning postmarked, emailed or uploaded to the Settlement Class website) **no later than thirty (30) days after the date on your Settlement Notice, OR by August 5, 2024**. If the Court rejects or overrules your objection, you will remain a Participating Class Member who is still bound by the terms of the Settlement, including the release of all claims, and who still may receive a payment as determined by the Administrator under the terms of the Settlement.

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EXHIBIT H: REQUEST FOR EXCLUSION

Request for Exclusion Form

Any Settlement Class Member may timely request that she be excluded from the Settlement. To be timely and exclude yourself, **your Request for Exclusion Form must be submitted** to the Administrator (meaning mail-postmarked, emailed, or uploaded to the Settlement Class website) **no later than thirty (30) days after the date on your Settlement Notice, OR by August 5, 2024.**

If you do not timely submit a Request for Exclusion, then you will be bound by the terms of the Settlement with CDCR and the full releases provided therein, regardless of any payment received under the Agreement. YOU WILL NOT RECEIVE ANY PAYMENT UNDER THE SETTLEMENT IF YOU SUBMIT A REQUEST FOR EXCLUSION, and you will be required to prove your individual claims in Court in order to potentially obtain a future monetary recovery from CDCR relating to a past pregnancy. If you exclude yourself from the Settlement, you may never get any recovery from CDCR, including because your pregnancy claim may be too old (time-barred), or because of other defenses to your pregnancy claim.

YOU SHOULD KEEP A COPY OF YOUR SUBMITTED REQUEST FOR EXCLUSION WITH THE DATE SUBMITTED because you will need to prove that you timely excluded yourself from the Settlement Class. If you do not have proof you timely submitted a Request for Exclusion, then you will be unable to pursue a cause of action or claim against CDCR in the future.

If you submit a Request for Exclusion, then you will be excluded from the Settlement Class and not eligible for any Settlement payment unless you revoke your Request for Exclusion in a signed writing received by the Administrator at least twenty-one (21) days prior to the final approval hearing on the Settlement.

I HEREBY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.

Print your full name to exclude you from the Settlement Class: _____

The approximate dates of your pregnancy(ies) working for CDCR: _____

Your job classification(s) during your pregnancies working for CDCR: _____

Your prison or other CDCR work address at which you were pregnant: _____

Your mailing address: _____

Your email address (if desired): _____

Sign and date:

Signature

Date

Mail to the Administrator **at this address:** _____

Email to the Administrator **at this address:** _____

Or fill out this form at the Settlement Class website: www.cdcrpregnancysettlement.com

DO NOT SUBMIT THIS FORM UNLESS YOU DO NOT WANT TO BENEFIT FROM THE SETTLEMENT.

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**EXHIBIT I: STATEMENT OF HEARING
AND DEPOSITIONS ATTENDED BY CLASS
REPRESENTATIVES**

CARREON vs. CDCR
CLASS ACTION SETTLEMENT

Name	Date of Travel	Travelling Details	Reason for Travel	Date of Deposition
Melissa Carlisle	March 28, 2, 2019 - April 2, 2019	Elk Grove	First news interview	
	May 20, 2019	Meeting in Sacramento	Meeting with Ralph Diaz	
	July 22, 2019	Travelled to Los Angeles	Court date July 24 th , 2019	
	July 25, 2019	Travelled back home		
	September 26, 2019	Travelled to Los Angeles	Court date September 27 th , 2019	
	September 28, 2019	Travelled back home		
	March 20, 2020			Deposition-8 hours
	October 21, 2021	Walnut Creek	Mediation all day	
	June 24, 2023	Zoom interview	News Interview	
	June 30, 2023			Deposition-8 hours
	July 5, 2023	Zoom interview	News Interview	
	December 15, 2013	San Jose	In-person news interview	
Karen Bagube	November 3, 2021			Deposition
	August 16, 2023			Deposition
Karen Lang (Leon)	May 20, 2019	El Centro to Sacramento	Meeting with Ralph Diaz	
		Sacramento to El Centro		
	March 18, 2020	El Centro to Los Angeles		Deposition
		Los Angeles to El Centro		
	October 21, 2021	El Centro to Walnut Creek	Mediation all day	
		Walnut Creek to El Centro		
Lia McKeown	July 19, 2023	Zoom		Deposition
	August 8, 2023	Zoom		Deposition
	August 9, 2023	Zoom		Deposition
Racquel Servin	May 20, 2019	Tulare to Sacramento	Meeting with Ralph Diaz	
	June 22, 2019	Tulare to Los Angeles	Court date July 24 th , 2019	
	June 24, 2019			
	September 26, 2019	Tulare to Los Angeles	Court date September 27 th , 2019	
	September 27, 2019			
	October 20, 2020	Zoom		Deposition
	October 20, 2021	Tulare to Walnut Creek	Mediation all day on October 21, 2021	
	October 21, 2021			
Angela Powell	August 31, 2022	Zoom		Deposition
	May 20, 2019	Elk Grove to Sacramento	Meeting with Ralph Diaz	
	September 26, 2019	Elk Grove to Los Angeles	Court date September 27 th , 2019	
	September 27, 2019			
	February 21, 2020	Elk Grove to Oakland		Deposition
	October 21, 2021	Elk Grove to Walnut Creek	Mediation all day	
	July 3, 2022	Zoom		Deposition

Nina Orteiz	October 21, 2021	Walnut Creek	Mediation all day	
Geneva Carter	May 20, 2019	El Centro to San Diego and flew to Sacramento Meeting in Sacramento	Meeting with Ralph Diaz	
	May 21, 2019	El Centro to Los Angeles	Preliminary Hearing	
	July 23, 2019	El Centro to Los Angeles	Court date July 24 th , 2019	
	March 15, 2020	El Centro to Los Angeles	-	Deposition on March 16 th 2020, cancelled due to Covid.
	October 20, 2020	El Centro to Walnut Creek	Mediation	
	October 21, 2021	Walnut Creek to El Centro	Mediation all day	
	September 11, 2023	Zoom		Deposition
Jacqueline Carreon	May 20, 2019	El Centro to Sacramento Meeting in Sacramento	Meeting with Ralph Diaz	
	July 24, 2019	El Centro to Los Angeles	Court date July 24 th , 2019	
	September 27, 2019	El Centro to Los Angeles	Court date September 27 th , 2019	
	May 22, 2020	Zoom		Deposition-1
	May 29, 2020	Zoom		Deposition -Continuation
	October 20, 2021	El Centro to Walnut Creek	Mediation all day on October 21, 2021	
	October 21, 2021			
	June 12, 2022	Zoom		Deposition-2

PROOF OF SERVICE

*Carreon, et al. v. California Department of Corrections & Rehabilitation – Case
Number: 19STCV09935*

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 270 Coral Circle, El Segundo, California 90245.

On March 26, 2024, I served the foregoing document(s) described as

**APPENDIX IN SUPPORT OF CARREON/BAGUBE PLAINTIFFS' APPLICATION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

on the interested parties in this action by submitting a true and correct copy of an electronic version of the document(s) via the CaseAnywhere portal at www.caseanywhere.com. Service will be deemed effective as provided for in the Electronic Case Management Order.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on March 26, 2024, at El Segundo, California.

Andrea Ramirez

Andrea Ramirez