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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

LISA LEFANTY, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

KAISER FOUNDATION HOSPITALS; DOES 1
to 20, inclusive,

Defendant.

Case No. CV-21-004330

Assigned to the Hon. Sonny S. Sandhu;
Dept. 24

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT; AND
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT**

Date: August 12, 2025
Time: 8:30 a.m.
Dept.: 24

Complaint Filed: August 13, 2021

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on August 12, 2025, at 8:30 a.m., or as soon thereafter as the matter may be heard, before the Honorable Sonny S. Sandhu, judge presiding, in Department 24 of the above referenced Court, located at located at 801 10th Street, Modesto, California 95354, Plaintiff Lisa Lefanty (“Plaintiff”) will and hereby moves this Court for the following relief with respect to the Class and Representative Action Settlement Agreement (“Agreement” or “Settlement Agreement”) entered into by Plaintiff and Defendant Kaiser Foundation Hospitals (“Defendant” or the “Hospital”):

1. That the Court grant final approval of the Settlement Agreement referenced above;
2. That the Court approve distribution of the settlement funds to the Class Members pursuant to the terms of the Settlement Agreement;
3. That the Court approve Plaintiff’s request for a Class Representative Service Payment of \$15,000.00 pursuant to the terms of the Settlement Agreement
4. That the Court approve Plaintiff’s request for an award of attorneys’ fees to Class Counsel for approximately one-third of the Settlement Amount, *i.e.* \$3,666,666.66, and reimbursement of litigation costs of \$22,513.16 pursuant to the terms of the Settlement Agreement;
5. That the Court approve Plaintiff’s request for payment of the settlement administration costs to of CPT in the amount of \$17,500.00 pursuant to the terms of the Settlement Agreement; and
6. That the Court enter final judgment as to all members of the Class in this action.

This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which provides for court approval of the settlement of a purported class action and allows the Court to grant final certification of a class for settlement purposes. In light of the overwhelmingly positive response, as shown by the lack of objections and nominal opts-out, there is no question that the settlement is fair, reasonable, and adequate and thus should be granted final approval.

This Motion will be based on the attached Memorandum of Points and Authorities, the Settlement Agreement and the proposed Notice, and the supporting Declarations of Kent L. Bradbury, Timothy B. Del Castillo, Larry W. Lee, Kristen M. Agnew, Plaintiff Lisa Lefanty and Tarus Dancy of

1 CPT Group, upon the oral arguments of counsel (should there be any), and on the complete records and
2 file herein.

3
4 DATED: July 17, 2025

DIVERSITY LAW GROUP, P.C.

5
6 By: 

7 Larry W. Lee
8 Kristen M. Agnew
9 Attorneys for Plaintiff
10 LISA LEFANTY
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 This is a wage and hour class and representative PAGA action arising from Defendant Kaiser
4 Foundation Hospitals' ("Defendant" or the "Hospital") alleged misclassification of Assistant Nurse
5 Managers and/or Assistant Department Administrators (collectively, "ANMs") as exempt employees.
6 Prior to the settlement of this Action, Plaintiff Lisa Lefanty ("Plaintiff") and Defendant (jointly referred
7 to as the "Parties") thoroughly investigated the facts relating to the claims alleged in the operative
8 Complaint against Defendant. The Parties each propounded and responded to written discovery, Plaintiff
9 sat for a two-day deposition, and Defendant produced over five thousand pages of documents relating to
10 the exempt status of the ANM role, including a sampling of emails sent to and/or received by ANMs,
11 and documents tracking the workload of ANMs. Thereafter, the Parties participated in a full day of
12 private mediation and were ultimately able to reach the current settlement.

13 The terms of the settlement provide that Defendants shall pay a Gross Settlement Amount of
14 Eleven Million Dollars (\$11,000,000). On average, each Settlement Class Members will receive
15 approximately \$2,556.16. Significantly, the entire settlement amount is non-reversionary, such that no
16 monies will revert back to Defendant.

17 The Parties believe that this amount is fair, adequate, and reasonable, especially given the risks
18 and uncertainty of class certification and the merits of this case. Further, notice of the settlement was
19 provided to the class by CPT in the manner approved by the Court. Not a single objection was received
20 and only four (4) requests for exclusion from the Settlement were submitted. Thus, there is a 99.85%
21 participation rate. Therefore, the Parties respectfully request that the Court grant this Final Approval of
22 Class Action Settlement

23 **II. THE PAYMENTS TO THE SETTLEMENT CLASS & AGGRIEVED EMPLOYEES**

24 The Settlement provides a Gross Settlement Amount of Eleven Million Dollars
25 (\$11,000,000.00). The entire Gross Settlement Amount is non-reversionary, such that no monies will
26 revert back to Defendants. There are 2,730 Settlement Class Members. *See* Declaration of Tarus Dancy
27 on behalf of CPT ("Admin Decl.") ¶ 14.
28

The Net Settlement Amount is estimated to be \$574,255.88. *See* Admin. Decl. ¶ 15. The Net Settlement Amount is based on the following:

Gross Settlement Amount	\$11,000,000.00
Less Class Counsel Fees Payment	(\$3,666,666.66)
Less Class Counsel Litigation Expenses Payment	(\$22,513.16)
Less Class Representative Service Payment	(\$15,000.00)
Less PAGA Penalties	(\$300,000.00)
<u>Less Settlement Administration Costs</u>	<u>(\$17,500.00)</u>
Net Settlement Amount	\$6,978,320.18

Pursuant to the terms of the Settlement Agreement, Settlement Class Members will receive a proportionate share of the Net Settlement Amount based on the total number of weeks worked during the Class Period. *See* SA § 3.2.4. Based on estimated settlement calculations at this time, the estimated average payment to each Settlement Class Member will be \$2,556.16, and the highest payment to a Settlement Class Member is estimated to be \$7,322.45. *See* Admin. Decl. at ¶ 16.

The Settlement allocates Three Hundred Thousand Dollars (\$300,000.00) of the Gross Settlement Amount to PAGA penalties (“PAGA Penalties”), of which 75%, or \$225,000.00 shall be paid to the Labor and Workforce Development Agency (“LWDA”), and 25%, or \$75,000.00 to Aggrieved Employees. *See* SA § 3.2.5. Aggrieved Employees will receive a proportionate share of the \$75,000.00 based on the number of pay periods worked during the PAGA Period. *See id.* Based on the estimated calculations at this time, the average Individual PAGA Payment to each Aggrieved Employee is estimated to be \$ 33.03 and the highest payment is estimated to be \$76.47. *See* Admin. Decl. ¶ 17. All Class Members who are Aggrieved Employees, including individuals who requested exclusion from the Settlement, will receive an Individual PAGA Payment.

III. CLASS MEMBERS WERE PROVIDED PROPER NOTICE OF THE SETTLEMENT

The notice procedures required by the Preliminary Approval Order have been followed and satisfy all due process rights of Class Members. The Preliminary Approval Order contemplated that the Class Notice, as approved in the Preliminary Approval Order, be sent to all Class Members by first class

1 mail, as specified in the Settlement Agreement. The Preliminary Approval Order contemplated, further,
2 that CPT would serve as the Settlement Administrator.

3 As clearly stated in the Administrator’s Declaration, notice was provided to Class Members, as
4 required by the Preliminary Approval Order. On March 17, 2025, the Settlement Administrator received
5 the Class Data from Defense Counsel that included 2,734 Class Members. *See* Admin Decl. ¶ 6. On or
6 about April 24, 2025, each of the persons identified on the mailing list were sent the Class Notice via
7 first class mail. *See id.* at ¶ 8. As part of the administration process, the Settlement Administrator has re-
8 mailed Class Notices to 41 Class Members using newly updated addresses after performing a skip-trace
9 using the U.S. Postal Service National Change of Address Database, one of the most comprehensive
10 address databases available for skip tracing. *See id.* at ¶¶ 9, 10. As of the date of this filing, there are 14
11 Class Notices that remain undeliverable. *See id.* at ¶ 10. Further, the Class Notice provided Class
12 Members with Class Counsel’s contact information, where they could further seek information
13 regarding the settlement, leave questions for the Settlement Administrator, and update their address. *See*
14 *id.* at ¶ 5, Exhibit A.

15 The provision of sending the notice to Class Members as described above meets the requirements
16 for the “best notice practicable” in this case as necessary to protect the due process rights of Class
17 Members. *See Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985) (provision of “best notice
18 practicable” with description of the litigation and explanation of opt-out rights satisfies due process);
19 *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174-75 (1974) (individual notice must be sent to class
20 members who can be identified through reasonable means); *Mullane v. Central Hanover Bank & Trust*
21 *Co.*, 339 U.S. 306, 314 (1950) (best practicable notice is that which is “reasonably calculated, under all
22 the circumstances, to apprise interested parties of the pendency of the action and afford them an
23 opportunity to present their objections”). Here, the Class Members were provided with a mailing
24 regarding the settlement that explained the settlement and allowed Class Members to seek information,
25 ask questions, and object, if so desired. As such, proper notice has been given to the Class Members.
26 Thus, the Court may proceed to determine the fairness and adequacy of the settlement and enter its
27
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Order granting final approval, secure in the knowledge that all absent Class Members have been given the opportunity to participate fully in the claims, exclusion, and the approval process.

IV. THE SETTLEMENT TERMS ARE FAIR, ADEQUATE, AND REASONABLE, AND THE SETTLEMENT SHOULD BE GIVEN FINAL APPROVAL

A. The Terms, Negotiation, and Reception of the Settlement by Class Members All Strongly Support the Conclusion that the Settlement is Fair, Adequate, and Reasonable

As explained by the Court of Appeal in *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 130, 133 (2008), a class action settlement should be approved when the plaintiff has conducted sufficient discovery and the settlement is reasonable in light of the strengths of the plaintiff's claims. As discussed in the Motion for Preliminary Approval, Class Counsel have conducted extensive formal and informal discovery and investigation and, in light of the strength and weaknesses of Plaintiff's claims, Class Counsel submits that this settlement is fair pursuant to *Kullar*.

Without reiterating the Parties' showing that the Settlement Agreement and the negotiation process that led up to it was fair and adequate, as set forth in detail in the Motion for Preliminary Approval, the Parties highlight the following facts. The Settlement Agreement was the product of a full day mediation and extended negotiation between highly able and experienced attorneys on both sides. See Declaration of Kristen M. Agnew ("Agnew Decl.") ¶¶ 2-6; Declaration of Kent Bradbury ("Bradbury Decl.") ¶ 16, 17; Declaration of Timothy B. Del Castillo ("Del Castillo Decl.") ¶ 22, 23. Declaration of Larry W. Lee ("Lee Decl.") ¶¶ 2-8. In addition, the resolution of this case was reached only after the production of data relevant to the potential value of the claims. See Agnew Decl. ¶ 5. Defendant provided data points regarding the size of the putative class and value of the claims, including, the number of putative class members, the number of putative class members who terminated employment, the aggregate number of pay periods worked by putative class members, the number of pay periods worked during the PAGA liability period, and the average salary of putative class members. Based on the data provided by Defendant, Class Counsel performed a comprehensive damage analysis and calculated a range of potential damages and penalties. See *id.* at ¶ 6. Class Counsel estimated that Defendant's maximum liability exposure is between approximately \$42,592,884.25 and \$52,442,754.25.

1 *See id.* Thus, in the present case, the Gross Settlement Amount is between approximately 20.97% and
2 25.82% of the maximum recovery of the class and representative PAGA claims. *See id.*

3 The results after mailing of the Class Notice further support confirmation of the Court's
4 preliminary approval of the settlement with final approval of the settlement, as evidenced by the fact that
5 ***there is not a single Class Member who has objected to the current settlement and only four (4) Class***
6 ***Members submitted a request to opt-out.*** *See* Admin. Decl. ¶¶ 11-13. The Court may appropriately infer
7 that the class action settlement is fair, adequate, and reasonable when, among other reasons, few, or no
8 class members object to it. *See Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1291 (9th Cir. 1992);
9 *Churchill Vill. LLC v. Gen. Elec.*, 361 F.3d 566, 577 (9th Cir. 2004) (approving settlement with 45
10 objections and 500 opt-outs from a 90,000-person class, representing 0.05% and 0.56% of the class,
11 respectively); *Chun-Hoon v. McKee Foods Corp.*, 716 F. Supp. 2d 848, 852 (N.D. Cal. 2010) (where 16
12 of 329 class members opted out, court found that positive class reaction "strongly supports settlement").
13 Here, the lack of any objections and nominal opt-outs to this current settlement is an indication that
14 Class Members themselves view the settlement as fair, adequate, and reasonable.

15 **B. Under Well-Established Legal Principles, the Court Should Grant Final**
16 **Approval of the Settlement**

17 **1. Standard of Review**

18 On a motion for final approval of a class action settlement under California Code of Civil
19 Procedure section 382 and California Rule of Court 3.769, a court's inquiry is whether the settlement is
20 "fair, adequate and reasonable." *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir.
21 1982), *cert. denied subnom.*, *Byrd v. Civil Serv. Comm'n*, 459 U.S. 1217 (1983). A settlement is fair,
22 adequate, and reasonable, and therefore merits final approval, when "the interests of the class are better
23 served by the settlement than by further litigation." *See Manual for Complex Litigation, Fourth* § 21.6 at
24 309 (Fed. Jud. Ctr., 4th ed. 2004) ("*Manual*"). The law favors settlement, particularly in class actions
25 and other complex cases, where substantial resources can be conserved by avoiding the time, cost, and
26 rigors of formal litigation. *See Alba Conte & Herbert B. Newberg, 4 Newberg on Class Actions* § 11.41
27 (4th ed. 2002); *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992); *Van Bronkhorst*
28 *v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir. 1976).

1 Although the Court possesses “broad discretion” in determining that a proposed class action
2 settlement is fair, the Court’s role must be limited to the extent necessary to reach a reasoned judgment
3 that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating
4 parties, and that the settlement, taken as a whole, is fair, reasonable, and adequate to all concerned. *See*
5 *Officers for Justice*, 688 F.2d at 625. Accordingly, the Court should give due regard to what is otherwise
6 a “private consensual agreement” between the parties. *Id.*; *see also Church v. Consolidated Freightways,*
7 *Inc.*, 1993 WL 149840 (N.D. Cal. 1993); *In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 720 F. Supp.
8 1379 (D. Ariz. 1989), *aff’d sub nom., Class Plaintiffs*, 955 F.2d 1268; *Manual* § 21.6 at 309 (“The
9 judicial role in reviewing a proposed settlement is critical, but limited to approving the proposed
10 settlement, disapproving it, or imposing conditions on it. The judge cannot rewrite the agreement”).

11 A court’s approval of a class action settlement will only be reversed for a clear abuse of
12 discretion. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996); *Officers for Justice*, 688
13 F.2d at 626 (“reverse only upon a strong showing that the district court’s decision was a clear abuse of
14 discretion”); *Class Plaintiffs*, 955 F.2d at 1276; *Ackerman v. Kassar*, 1993 WL 326453 (9th Cir. 1993);
15 *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1238 (9th Cir. 1998). As the court cautioned in 7-
16 *Eleven Owners for Fair Franchising v. Southland Corp.*:

17 “It cannot be overemphasized that neither the trial court in approving the settlement nor
18 this Court in reviewing that approval have the right or duty to reach any ultimate
19 conclusions on the issues of fact and law which underlie the merits of the dispute. It is well
20 settled that in the judicial consideration of proposed settlements, ‘the [trial] judge does not
21 try out or attempt to decide the merits of the controversy,’ [citation] and the appellate court
22 ‘need not and should not reach any dispositive conclusions on the admittedly unsettled
23 legal issue.’”

24 85 Cal. App. 4th 1135, 1146 (2000).

2. The Settlement is Presumed to Be Fair

25 The Court should begin its analysis with the presumption that the settlement is fair and should be
26 approved:

27 [A] presumption of fairness exists where: (1) the settlement is reached through arm’s-
28 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the
court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the
percentage of objectors is small.

1 *Dunk*, 48 Cal. App. 4th at 1802; *7-Eleven Owners for Fair Franchising*, 85 Cal. App. 4th at 1146;
2 *accord*, *Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980); *In re Wash. Pub Power*
3 *Supply*, 720 F. Supp. at 1387.

4 The settlement in the case at bar warrants approval and carries a presumption of fairness. As
5 previously noted in the Motion for Preliminary Approval, this current settlement was negotiated at arm's
6 length and with the assistance of a neutral mediator. *See* Agnew Decl. ¶ 2. Furthermore, Class Counsel
7 is highly experienced in this type of litigation. As shown in the supporting declarations, Class Counsel
8 has significant experience in class actions and employment wage and hour matters. *See id.* at ¶¶ 15-21;
9 Bradbury Decl. ¶¶ 3-8; Del Castillo Decl. ¶¶ 3-13; Lee Decl. ¶¶ 6-8.

10 **3. Two-Way Costs and Other Risks Inherent in Continued Litigation**
11 **Favor Final Approval**

12 To assess the fairness, adequacy and reasonableness of a class action settlement, the Court also
13 should weigh the immediacy and certainty of substantial settlement proceeds against the risks inherent in
14 continued litigation. *See also In re General Motors Corp.*, 55 F.3d 768, 806 (3d Cir. 1995) (“present
15 value of the damages plaintiffs would likely recover if successful, appropriately discounted for the risk
16 of not prevailing, should be compared with the amount of the proposed settlement”) (internal citations
17 omitted); *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975); *Boyd v. Bechtel Corp.*, 485 F. Supp. 610,
18 616-17 (N.D. Cal. 1979).

19 The core dispute in this Action is whether Defendant misclassified Assistant Nurse Managers as
20 exempt employees under the executive exemption. Agnew Decl. ¶ 8. The executive exemption applies to
21 employees who spend more than one-half of their work time engaged in managerial work, such as
22 supervising multiple employees, participating in personnel decisions and employee development.
23 Plaintiff contends that, on an individual and collective basis, ANMs spend only a small percentage of
24 time engaging in duties that are typically thought of as being managerial tasks. Plaintiff further contends
25 that ANMs spend more than fifty percent of their workday performing direct patient care side-by-side
26 with nurses and other hourly, non-exempt employees. *See id.* at ¶ 9. Defendant, however, maintains that
27 it complied with the law, had lawful and compliant practices. Defendant further maintains that based on
28

1 the work performed by ANMs, Class Members are exempt from California’s overtime laws. *See id.* at ¶
2 10.

3 Class Counsel strongly believes that Plaintiff’s claims are certifiable, but also appreciates the acute
4 challenges presented at class certification. *See* Agnew Decl. ¶ 11; Del Castillo Decl. ¶¶ 14-17. Actions
5 asserting claims predicated on misclassification typically involve both common and individualized issues.
6 *See Duran v. U.S. Bank National Assn.*, 59 Cal.4th 1, 27 (2014) (“Job requirements and employer
7 expectations of how duties are to be performed may often be established by evidence relating to a group
8 as a whole”); *Sav-on Drug Stores, Inc. v. Superior Court*, 34 Cal.4th 319, 336-37 (2004) (“Any dispute
9 over ‘how the employee actually spends his or her time’ [citation], of course, has the potential to generate
10 individual issues).

11 Here, Class Counsel anticipated that, in opposition to class certification, Defendant will rely on
12 declarations from putative class members that highlight the individual experiences of ANMs. *See* Agnew
13 Decl. ¶ 11. In this respect, Defendant argues that the day-to-day experiences of ANM varied widely based
14 on a variety of factors. *See id.* By way of example, Defendant argues that some ANMs worked in
15 outpatient facilities. *See id.* In this setting, rarely, if ever, would there be an occasion for an ANM to
16 provide direct patient care. *See id.* Relatedly, ANMs who have spent years working in an office setting
17 may lack the clinical competency to provide direct patient care. *See id.* Even within the hospital setting,
18 the experiences of ANMs may vary depending on their department, the level of care required by their
19 patients, and influxes in staffing. *See id.* Thus, as argued by Defendant, even if the evidence establishes
20 that some ANMs were misclassified, the evidence will also establish that other ANMs spent the majority
21 of their shifts performing managerial work. *See id.*

22 Furthermore, Plaintiff’s underlying claims also face unique challenges from Defendant. The off-
23 the-clock and meal period claims are particularly susceptible to arguments concerning manageability. *See*
24 Agnew Decl. ¶ 12. Defendant argues that any claim for unpaid wages is not suitable to be adjudicated on
25 a class-wide basis because the amount of overtime worked by ANMs will vary widely and require mini-
26 trials inquiring into the circumstances of each individual’s experience. *See id.* Relatedly, with respect to
27 meal periods, an employer’s only obligation is to make the break available to employees – not to police
28 them. *See Brinker Rest. Corp. v. Superior Ct.*, 53 Cal. 4th 1004, 1040, 273 P.3d 513, 537 (2012) (“On the

1 other hand, the employer is not obligated to police meal breaks and ensure no work thereafter is
2 performed”). As argued by Defendant, an adjudication of the alleged meal period violations would require
3 individualized assessments as to the circumstances of each missed, delayed or interrupted break. *See*
4 *Agnew Decl.* ¶ 12.

5 The derivative wage statement and waiting time penalties claims are vulnerable to merit based
6 challenges at summary judgment. *See Agnew Decl.* ¶¶ 13, 14. As argued by Defendant, the derivative
7 wage statement violation is vulnerable to a motion for summary judgment based on the weaknesses of the
8 underlying primary claims. *See Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308 (2018) (finding
9 that the employees did not suffer a violation under 226(a) where their wage statement cause of action was
10 derived from an underlying wage and hour violation for overtime). Additionally, Defendant contends that
11 it maintained a “good faith” belief that ANMs are properly classified as exempt, which precludes the
12 imposition of Section 226and waiting time penalties, and further undermines the certainty of recovering
13 these damages even if Plaintiff prevailed on liability. *See Naranjo v. Spectrum Security Services, Inc.*, 15
14 Cal.5th 1056, 1087 (2024) (employer’s failure to include meal and rest period premium pay on the wage
15 statements was not “knowing and intentional” because it had a good faith belief that it was not in violation
16 of Labor Code section 226); *Hill v. Walmart, Inc.*, 32 F.4th 811 (9th Cir. 2022) (upholding good faith
17 defense because defendant reasonably believed wages were not due and owing at time of separation of
18 employment); *Naranjo v. Spectrum Security Services, Inc.*, 88 Cal.App.5th 937, 948 (2023) (trial court
19 properly declined to impose waiting time penalties where employer provided a “good faith” defense
20 supported by the evidence).

21 The risks of this case were weighed by Class Counsel and should be considered a significant
22 factor by the Court in its determination of final approval. Class Counsel obtained a very substantial
23 settlement for the Class that resulted in a fair recovery which at the same time provides for finality and
24 no risk of costs by the Class Members or the Class Representative. The Settlement Agreement also
25 affords the Class prompt, fair relief, while avoiding significant legal and factual battles that otherwise
26 may have prevented the Class from obtaining any recovery at all. While Class Counsel believe the Class
27 Members’ claims are meritorious and can be successfully litigated, they are experienced and fully
28 understand the inherent risks and uncertainty involved with such matters as the resolution of class

1 certification, the outcome of a potential trial, and the outcome of any appeals that would inevitably
2 follow should the Class prevail at trial. Class Counsel have also assessed the same risks in connection
3 with the current settlement. Because the settlement provides immediate and substantial relief, without
4 the attendant risks and delay of continued litigation—not to mention the threat of litigation fees and
5 costs—Class Counsel believe that the settlement warrants the Court’s final approval.¹

6 **4. The Complexity, Expense, and Likely Duration of Continued**
7 **Litigation Against Defendants Favor Final Approval**

8 Another factor considered by courts in approving a settlement is the complexity, expense, and
9 likely duration of the litigation. *See Officers for Justice*, 688 F.2d at 625; *Girsh*, 521 F.2d at 157. In
10 applying this factor, the Court must weigh the benefits of the settlement against the expense and delay
11 involved in achieving an equivalent or more favorable result at trial. *See Young v. Katz*, 447 F.2d 431,
12 433-434 (5th Cir. 1971). As noted above and in the Motion for Preliminary Approval, continued
13 litigation could have led to appeals on a number of issues. On the other hand, the settlement that was
14 reached provides to all Class Members – regardless of their means – fair relief in a prompt and efficient
15 manner. Were the Court to deny final approval, the Class Members would be left without a remedy as a
16 practical matter and courts across the State would have to address the issues presented here in a
17 piecemeal, costly, and time-consuming manner. The settlement in this case is therefore consistent with
18 the “overriding public interest in settling and quieting litigation” that is “particularly true in class action
19 suits.” *See Van Bronkhorst v. Safeco Corp.*, 529 F.2d at 950 (footnote omitted); *see also 4 Newberg* at §
20 11.41.

21 **5. The Opinion of Experienced Counsel Favors Final Approval**

22 Class Counsel supports the settlement as fair, reasonable, and adequate, and in the best interest of
23 the Class Members as a whole. *See Agnew Decl.* ¶ 7; *Bradbury Decl.* ¶ 16; *Del Castillo Decl.* ¶ 22; *Lee*

24 ¹ If Plaintiff pursued this case without settlement and failed to prevail, Plaintiff would have been
25 potentially responsible for Defendant’s costs. As such, should any individual bring individual claims
26 against Defendant on the same causes of action, they would each face the uncertainty of prevailing and
27 the possibility of paying costs to Defendant. Accordingly, such claims likely would not be brought—
28 thus, this lawsuit achieves a true benefit for the class that they might not otherwise get or seek as
individuals. Here, given that a fair and reasonable settlement has been reached, neither Plaintiff, nor any
of the Class Members will be required to pay for Defendant’s litigation costs.

Decl. ¶ 2. Similarly, counsel for Defendant is in favor of this settlement. The endorsement of qualified and well-informed counsel of a settlement as fair, reasonable, and adequate is entitled to significant weight by the Court in its final approval determination. *See Officers for Justice*, 688 F.2d at 625; *Ellis*, 87 F.R.D. at 18; *Boyd*, 485 F. Supp. at 617; *Linney*, 151 F.3d at 1242.

V. THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENT SHOULD BE APPROVED

Plaintiff requested, and Defendant does not oppose, a Class Representative Service Payment of Fifteen Thousand Dollars (\$15,000.00) to Plaintiff, pursuant to the terms of the Settlement Agreement. Plaintiff requests that this Court approve the Class Representative Service Payment in light of the efforts Plaintiff put into this case, the absence of any objection to the Service Payment, and the excellent result achieved. As shown in Plaintiff's supporting declaration, Plaintiff spent a significant amount of time: (i) engaging in telephonic and in-person discussions with Class Counsel regarding the case; (ii) preparing for and appearing at deposition; (iii) searching for documents relating to their claims, including pay records, policy manuals, and emails; (iv) reviewing various files and pleadings in this case, including the PAGA Notice, the Complaint, the First Amended Complaint and her declaration; and (v) reviewing the Settlement Agreement. *See Declaration of Lisa Lefanty* ("Lefanty Decl.") ¶ 9.

In addition to the invaluable services she provided, Plaintiff also took a significant risk, both professionally and monetarily, in acting as the Class Representative. Plaintiff is a current employee of the Hospital. *See Lefanty Decl.* ¶ 2. Filing a lawsuit against one's current employer carries an inherent risk of retaliation, including termination, reduced hours, diminished responsibilities, or other adverse employment actions. Current employees who assert legal claims may also face social and professional isolation, increased scrutiny, or reputational harm in the workplace. These risks can deter employees from asserting their rights. Additionally, because the claims alleged by Plaintiff involved the payment of costs to the prevailing party, Plaintiff could have possibly faced paying the costs of Defendants had they not prevailed in this action. *See id.* at ¶ 7. Despite this, however, Plaintiff agreed to pursue this case on behalf of the Class. Also, given that future employers are much less likely to hire individuals who have filed suit against their prior employer, particularly cases of this nature, Plaintiff could face negative employment prospects in the future. Plaintiff took such risks upon herself and the whole Class benefited

1 from this. Class Members did not have to file individual lawsuits and bear the risks of payment of fees
2 and costs if they did not prevail, nor did they have to face the potential for retaliation and not getting
3 future employment had they filed a lawsuit which is a public record. These are significant benefits, even
4 apart from the time the Class Representatives have spent working on this case, that weigh in favor of
5 granting the requested enhancement.

6 Finally, as part of the class settlement, Plaintiff also agreed to give a general release of their
7 individual claims, something that the Class Members did not have to do. *See* SA § 5.1. Thus, Plaintiff
8 has sacrificed her own individual rights for those of the Class Members. This is a significant factor to
9 consider that further warrants the award of the requested service amount.

10 Courts have routinely granted approval of settlements containing such enhancements. *See e.g.*,
11 *Herrera v. Federal Express Corporation*, 2020 WL 2951122 at *7 (C.D. Cal. March 31, 2020) (noting
12 that case law supports enhancements of \$10,000); *Potter v. Big Text Trailer Manufacturing, Inc.*, 2020
13 WL 1942619 at *10 (C.D. Cal. March 20, 2020) (awarding \$10,000 enhancement where plaintiff spent
14 30-40 hours on the matter and entered into a general release); *Smith v. Experian Information Solutions,*
15 *Inc.*, 2020 WL 6689209 at *7 (C.D. Cal. Nov. 9, 2020); *Aikhan v. Goodrich Corporation*, 2020 WL
16 49191382 at *9 (C.D. Cal. June 25, 2020); *Thomas v. Cognizant Technology Solutions U.S.*
17 *Corporation*, 2013 WL 12371622 at *9 (C.D. Cal. June 24, 2013); *Djukich v. AutoNation, Inc.*, 2015
18 WL 13756099 at *14 (C.D. Cal. Nov. 12, 2015). Moreover, it should be noted that there were no
19 objections by any members of the Class to the proposed Class Representative Service Payment. For such
20 reasons, Plaintiff respectfully requests that this Court approve the award of the Class Representative
21 Service Payment.

22 **VI. THE REQUESTED ATTORNEYS' FEES SHOULD BE APPROVED**

23 Under the “common fund” doctrine, Plaintiff’s request for attorneys’ fees in the amount of one-
24 third of the Gross Settlement Amount is reasonable, justified and appropriate, because (1) it is within the
25 range routinely awarded as attorneys’ fees in similar cases; (2) it is supported by the high quality of
26 Class Counsel’s work on this case and the results obtained for the Class; (3) it is supported by the fact
27 that this case was handled on a contingency basis and was undertaken despite various risks and
28 expenses; and (4) no class members objected to the requested attorneys’ fees.

1 **A. The Attorneys’ Fees Requested Here Fall Within the Reasonable Range**
2 **Awarded in Similar Cases Under the Well-established Common Fund**
3 **Method**

4 Attorneys’ fees and litigation expenses may properly be awarded based on California’s “common
5 fund” doctrine. “The common fund doctrine, like [Code of Civil Procedure] section 1021.5 itself, is an
6 exception to the American rule which provides that parties to a lawsuit must ordinarily pay their own
7 attorney fees. Under both exceptions, class counsel is entitled to the same thing: reasonable attorney
8 fees.” *Apple Computer, Inc. v. Superior Court*, 126 Cal. App. 4th 1253, 1269-70 (2005).

9 The California Supreme Court approved use of the common fund method of awarding attorneys’
10 fees in class actions and approved a fee award at 1/3 of the settlement amount obtained for the class, the
11 same percentage fee award as the attorneys’ fees requested in this case. *See Laffitte v. Robert Half Int’l*
12 *Inc.*, 1 Cal. 5th 480, 503 (2016) (“We join the overwhelming majority of federal and state courts in
13 holding that when class action litigation establishes a monetary fund for the benefit of the class
14 members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court
15 may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund
16 created”). The Court noted that trial courts have the discretion to award fees as a percentage of the
17 common fund, without the necessity to conduct a lodestar cross-check. *Id.* at 505 (“...[Courts] ... retain
18 the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a
19 requested percentage fee.”).² The California Supreme Court’s decision was consistent with its prior
20 rulings recognizing that “when a number of persons are entitled in common to a specific fund, and an
21 action brought by ... plaintiffs for the benefit of all results in the creation or preservation of that fund,
22 such ... plaintiffs may be awarded attorneys’ fees out of the fund.” *Serrano III v. Priest*, 20 Cal.3d 25,
23 34 (1977); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) (“[A] lawyer who recovers a common
24 fund . . . is entitled to reasonable attorneys’ fees from the fund as a whole”).

25 The negotiated and unopposed attorneys’ fee should also be approved because it is within the
26 approved range of appropriate awards of attorneys’ fees in similar wage/hour class action cases in

27 ² Here, Class Counsel seeks fees based on the common-fund method. However, if the Court wishes to
28 review Class Counsel’s lodestar to date, Class Counsel can provide the court with detailed time records
of all timekeepers who worked on this case as well as their respective hourly rates.

1 California. Class Counsel have been involved in a number of wage and hour class actions like this one,
2 and California state and federal courts have routinely approved payments of attorneys' fees amounting
3 to 1/3 or more of the settlement fund.

4 **B. The High Quality of Work and Excellent Result Obtained Support the**
5 **Award**

6 In addition to the fact that a Class benefit was created with a common fund, the fairness of the
7 requested fee award of one-third of that common fund is supported by the high quality of work
8 performed by Class Counsel and the good result obtained for the Class. Class Counsel diligently,
9 efficiently, and creatively pursued this case and promptly reached a successful settlement for the benefit
10 of the entire Class. *See* Agnew Decl. ¶ 2-6; Del Castillo Decl. ¶ 18. The fact that the settlement was
11 embraced and supported by the entire Class, as evidenced by no objections and only four opt-outs,
12 demonstrates that Class Counsel obtained a very favorable result for the Class. Admin Decl. ¶¶ 11-13.
13 The results obtained are laudable because 100% of the Net Settlement Amount will be distributed to
14 2,730 Settlement Class Members, with a 100% participation rate and none of the settlement funds to
15 Defendant.

16 **C. The Contingent Nature of Class Counsel's Representation of Plaintiff and the**
17 **Class Further Supports the Fee Award at One-Third of the Common Fund**

18 An additional factor militating in favor of the granting of the requested fee award is the fact that
19 this case was both legally and financially risky for Class Counsel. *See Vizcaino v. Microsoft Corp*, 290
20 F.3d 1043, 1048-49 (9th Cir. 2002). Specifically, there was the prospect of enormous cost inherent in
21 class action litigation, as well as a battle with a corporation represented by a well-respected law firm. In
22 light of Defendant's legal and factual arguments, the ultimate success of either party's arguments was
23 uncertain. Taking all the arguments and defenses into account, the settlement amount reflects the
24 realistic and fair value of the class claims at issue. It is further consistent with similar settlements that
25 have been finally approved by various Courts. While the Parties dispute whether a class would be
26 appropriate if the litigation were to continue, they agree, for the purposes of this settlement only, that the
27 Class is subject to common compensation policies. If Plaintiff had lost this case, Class Counsel would
28 have recovered nothing, and would have lost its out-of-pocket costs. Bradbury Decl. ¶ 19; Lee Decl. ¶ 4.

Finally, the absence of any objections to the requested fee award also supports the

appropriateness and reasonableness of the requested attorneys' fees. *In Re Heritage Bond Litig.*, 2005 WL 1594403, at *21 (C.D. Cal. 2005) ("The absence of objections or disapproval by class members to Class Counsel's fee further supports finding the fee request reasonable").

VII. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF COSTS

The request for reimbursement of costs, in the amount of \$22,513.16 is fair and reasonable. Pursuant to the terms of the Settlement Agreement, Plaintiff is allowed to seek reimbursement of litigation costs up to a maximum of \$40,000.00. To date, Class Counsel have expended \$22,513.16 in litigation related costs. *See* Lee Decl. ¶ 9, Exhibit A; Del Castillo Decl. ¶ 26, Exhibit A. The authority for the court to award this is the Parties' Settlement Agreement and Labor Code sections 226, 1194, 2802, and 2698 *et. seq.* As such, this request should be approved.

VIII. THE SETTLEMENT ADMINISTRATOR'S FEES AND COSTS SHOULD BE APPROVED

Pursuant to the terms of the Settlement Agreement, the fees and costs of the Settlement Administrator, Phoenix Settlement Administrators, are to be paid out of the Gross Settlement Amount. In total, the settlement administration costs total \$17,500.00. *See* Admin. Decl. ¶ 18. Thus, settlement administration fees in the amount of \$17,500.00, as agreed to in the Settlement Agreement, should be approved.

IX. NOTICE HAS BEEN PROVIDED TO THE LWDA

On March 18, 2025, Class Counsel uploaded the Court's Order Granting Preliminary Approval to the LWDA's website. *See* Agnew Decl. ¶ 22. The LWDA has not responded or objected to this settlement. *See id.* On July 17, 2025, Class Counsel uploaded this Motion and Proposed Order to the LWDA's website. *See id.* at ¶ 23.

X. CONCLUSION

For all the foregoing reasons, and on the basis of the authorities cited herein, Plaintiff respectfully submits that the standards for final approval have been met, and the terms of the Settlement Agreement are fair, adequate and reasonable. Accordingly, Plaintiff respectfully requests that the Court enter an Order in the form proposed and submitted:

1. Granting final approval to the proposed Settlement Agreement;

- 1 2. Approving distribution of the Gross Settlement Amount pursuant to the terms of the
2 Settlement Agreement;
- 3 3. Approving Plaintiff's request for a Class Representative Service Payment with payment
4 pursuant to the terms of the Settlement Agreement;
- 5 4. Approving Plaintiff's request for an award of the Class Counsel Fees Payment and Class
6 Counsel Litigation Expenses Payment with payment pursuant to the terms of the Settlement Agreement;
- 7 5. Approving Plaintiff's request for payment of the settlement administration costs with
8 payment pursuant to the terms of the Settlement Agreement; and
- 9 6. Entering judgment as to all members of the Settlement Class in this action; and Setting a
10 Compliance Hearing date.

11
12 Dated: July 17, 2025

DIVERSITY LAW GROUP, P.C.

13
14 By: _____

Larry W. Lee
Kristen M. Agnew
Attorneys for Plaintiff and the Class

EXHIBIT A

Lefanty v. Kaiser Foundation Hospitals
(Stanislaus County Superior Court Case No. CV-21-004330)

**CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AGREEMENT AND CLASS NOTICE**

This Class and Representative Action Settlement Agreement (“Agreement”) is made by and between the Plaintiff Lisa Lefanty (“Plaintiff”) on behalf of herself and the putative class and Defendant Kaiser Foundation Hospitals (“KFH” or “Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or to one of them individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means *Lefanty v. Kaiser Foundation Hospitals* (Stanislaus County Superior Court Case No. CV-21-004330).
- 1.2 “Administrator” or “Settlement Administrator” means, CPT Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employees” means all persons who were employed by Defendant as Assistant Nurse Managers and/or Assistant Department Administrators under job codes 06017 and 949013 in the State of California at any time during the PAGA Period.
- 1.5 “Class Members” means all persons who were employed by Defendant as Assistant Nurse Managers and/or Assistant Department Administrators under job codes 06017 and 949013 in the State of California at any time during the Class Period.
- 1.6 “Class Period” or “Settlement Period” means the period from August 13, 2017 through November 5, 2024.
- 1.7 “Class Counsel” means Diversity Law Group, A P.C. and Castle Law: California Employment Counsel, PC.
- 1.8 “Class Counsel Fees Payment” means the amount allocated to Class Counsel for attorneys’ fees.
- 1.9 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable litigation expenses.
- 1.10 “Class Data” means personally identifying information in Defendant’s possession, including Class Member names, last-known mailing addresses, Social Security numbers, and the numbers of qualifying workweeks and pay periods worked. The Class Data shall

be provided to the Administrator confidentially. It shall not be provided to Plaintiff or Class Counsel.

- 1.11 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.12 “Class Notice” means the Court Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.13 “Class Representative” means the Plaintiff Lisa Lefanty.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Stanislaus.
- 1.16 “Defendant” means the named Defendant, Kaiser Foundation Hospitals.
- 1.17 “Defense Counsel” means Seyfarth Shaw LLP, acting through attorneys Christian Rowley, Kerry Friedrichs, and Par Vafaenia.
- 1.18 “Effective Date” means the date upon which both of the following have occurred: (i) final approval of the settlement is granted by the Court and (ii) the Court’s Judgment approving the settlement becomes Final. Final shall mean the latest of: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review with the California Supreme Court or other court in California assuming jurisdiction of this matter, or, (ii) if a petition for review filed, the date of denial of the petition, or the date the Court’s Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Court’s Judgment. If a timely objection to settlement is filed (including an objection from the LWDA), “Effective Date” shall be the later of: (a) the date on which the time for all appeals relating to objections to Settlement and the Final Approval Order has expired; or (b) if an appeal, review or writ is sought, the date on which the highest reviewing court renders its decision denying any petition (where the immediately lower court affirmed the judgment) or affirming the judgment. Provided, however, if the California Labor & Workforce Development Agency (“LWDA”) has commenced an investigation or issued a Citation prior to the Effective Date, as determined under the forgoing definition, the Effective Date will be extended to the date that the LWDA concludes its investigation or resolves the Citation (whichever is later), or if the LWDA objects to the Settlement, the date when the LWDA’s objection to the Settlement is resolved and no longer appealable.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.

- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Gross Settlement Amount” means \$11,000,000.00, which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administrator’s Expenses Payment.
- 1.22 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of workweeks worked by that Participating Class Member during the Class Period.
- 1.23 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of pay periods worked by that Aggrieved Employee during the PAGA Period.
- 1.24 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.25 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i), to 75% of the civil penalties recovered in connection with PAGA actions filed before June 20, 2024.
- 1.26 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.27 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Penalties, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is the “Net Settlement Amount” to be paid to Participating Class Members as Individual Class Payments. The Individual Class Payments and Individual PAGA Payments may be combined into a single payment.
- 1.28 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion. There will be no opportunity to opt out of the PAGA portion of the settlement.
- 1.29 “Operative Complaint” means the Amended Complaint that Plaintiff shall, as part of this Settlement, file in the Action. Plaintiff agrees to amend her Complaint to add the claims and theories encompassed by the settlement and release below to ensure that all included claims and theories are clearly articulated and covered. Defendant will stipulate to the filing of an Amended Complaint.
- 1.30 “PAGA Period” means the period from April 29, 2020 through November 5, 2024.

- 1.31 “PAGA” means the Labor Code Private Attorneys General Act of 2004 (Lab. Code, § 2698 *et seq.*).
- 1.32 “PAGA Notice” means any and all letters submitted by Plaintiff to Defendant and the LWDA in connection with the Action, providing notice pursuant to Labor Code section 2699.3, subdivision (a). This includes the letters submitted by Plaintiff on the following dates: April 29, 2021 and January 11, 2022.
- 1.33 “PAGA Penalties” means \$300,000, the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to Aggrieved Employees and 75% to the LWDA, in settlement of PAGA claims.
- 1.34 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.36 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of the Settlement.
- 1.37 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.38 “Released PAGA Claims” means the claims being released or precluded as described in Paragraph 5.3 below.
- 1.39 “Released Parties” means Defendant and its present and former affiliates and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them.
- 1.40 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the class portion of the Settlement signed by the Class Member. There will be no opportunity to opt out of the PAGA portion of the settlement.
- 1.41 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees (attached hereto as Exhibit A) (“Class Notices”), and shall be the last date on which Class Members may (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail objections to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline.
- 1.42 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

- 1.43 “Settlement Class Members” means Class Members who do not timely exclude themselves from the Settlement.

2. RECITALS.

- 2.1 On August 13, 2021, Plaintiff initiated the Action against Defendant in Stanislaus County Superior Court.
- 2.2 In connection with this Agreement, Plaintiff agrees to file a First Amended Complaint in the Action to add the claims and theories encompassed by the settlement and release below to ensure that all included claims and theories are clearly articulated and covered. Defendant will stipulate to the filing of the Second Amended Complaint.
- 2.3 The request for permission to file the First Amended Complaint shall be filed on or before the date of the filing of the motion for preliminary approval. Class Counsel will share the draft First Amended Complaint for comments by Defense Counsel with reasonable notice before filing the request with the Court to file same. Class Counsel shall seriously consider in good faith Defense Counsel’s comments before filing.
- 2.4 The Parties will treat the First Amended Complaint as the Operative Complaint. Defendant denies all material allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.5 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.
- 2.6 On August 7, 2024, the Parties participated in mediation with mediator Jeff Ross, Esq. This mediation led to this Agreement to settle the Action.
- 2.7 Prior to mediation, Plaintiff obtained both formal and informal discovery, including summary data from Defendant regarding the number of employees and workweeks at issue. Plaintiff’s investigation satisfies the criteria for court approval set forth in *Dunk v. Ford Motor Company*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-30 (2008) (“*Dunk/Kullar*”).
- 2.8 Class certification has not been adjudicated in the Action.

3. MONETARY TERMS.

- 3.1 *Gross Settlement Amount.* Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$11,000,000.00 and no more as the Gross Settlement Amount. In addition to the Gross Settlement Amount, Defendant shall pay its share of any payroll taxes owed. Defendant need not pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without requiring any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 *Payments from the Gross Settlement Amount.* The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval order:

3.2.1 *To Plaintiff:* Class Representative Service Payment to the Class Representative of not more than \$15,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, then the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will issue IRS Form 1099s for the Class Representative Service Payment. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 *To Class Counsel:* A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$3,666,666.66, and a Class Counsel Litigation Expenses Payment of not more than \$40,000.00. Defendant will not oppose requests for these payments, provided that they do not exceed these amounts. Class Counsel will file a motion for Class Counsel Fees Payment and for Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment in less than the amounts requested, then the Administrator will retain the remainder as part of the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other counsel arising from any claim to any portion of any Class Counsel Fee Payment or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for any taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. Class Counsel shall inform the Administrator of the split between them regarding the Fees Payment and the Class Counsel Litigation Expenses Payment.

3.2.3 *To the Administrator:* An Administrator Expenses Payment will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Administrator as being the maximum costs necessary to administer the Settlement. The Administration Expenses Payment is currently estimated to not exceed \$17,500. To the extent actual Administration Expenses Payment is greater than \$17,500, such excess amount will be deducted from the Gross Settlement Amount, subject to the Court's approval. Any portion of the

Administration Expenses Payment allocated but not paid to the Administrator will be distributed to the Settlement Class pro rata.

3.2.4 *To Each Participating Class Member:* The Individual Class Payment shall be calculated as follows: Each Participating Class Member will be entitled to receive an amount, subject to any applicable employee payroll taxes, equal to a proportionate share of the Net Settlement Amount, calculated by (i) the number of the Participating Class Member's weeks worked during the Class Period, divided by (ii) the total weeks worked of all Participating Class Members during the Class Period. Determination of the number of weeks that a Participating Class Member worked shall be based on Defendant's time records. The Parties will consider in good faith any challenge to the weeks worked supplied by Defendant to the Settlement Administrator. The Settlement Administrator shall examine all evidence submitted and make a decision regarding the challenge. The determination of the Settlement Administrator shall be final.

3.2.4.1 *Tax Allocation of Individual Class Payments.* A total of one-third (1/3) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. A total of two-thirds (2/3) of each Participating Class Member's Individual Class Payment will be allocated in equal portions to settlement of claims for interest and penalties (the "Interest and Penalties Portion"). The Interest and Penalties Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 *Effect of Non-Participating Class Members on Calculation of Individual Class Payments.* Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 *To the LWDA and Aggrieved Employees:* PAGA Penalties in the amount of \$300,000 to be paid from the Gross Settlement Amount, with 75% (\$225,000) allocated to the LWDA PAGA Payment and 25% (\$75,000) allocated to the Individual PAGA Payments.

3.2.5.1 The Individual PAGA Payments shall be paid to all Aggrieved Employees (regardless of whether they opt out of the Settlement Class) who worked for Defendant at any time during the PAGA Period, based on their proportional number of pay periods worked for Defendant during the PAGA Period. The Administrator will calculate each Individual PAGA Payment as follows: The amount of the payment will be calculated on a pro rata basis by the Settlement Administrator based on an Aggrieved Employee's individual pay periods worked during the PAGA Period in

relation to the total pay periods worked by all Aggrieved Employees during the PAGA Period. Determination of the number of pay periods that an Aggrieved Employee worked shall be based on Defendant's time records. The Parties will consider in good faith any challenge to the pay periods worked supplied by Defendant to the Settlement Administrator. The Settlement Administrator shall examine all evidence submitted and make a decision regarding the challenge. The determination of the Settlement Administrator shall be final.

3.2.5.2 Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.3 If the Court approves PAGA Penalties of less than the amount requested, then the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 *Class Data.* Not later than 15 business days after Preliminary Approval, Defendant will deliver the Class Data to the Administrator, in the form of a spreadsheet. The Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data has omitted identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2 *Funding of Gross Settlement Amount.* Within 5 business days of the Effective Date, the Administrator shall provide Defendant with the documents and information necessary in order for Defendant to fund the settlement, including the information that Defendant will need in order to pay their share of the payroll taxes owed. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay their share of payroll taxes, by transmitting the funds to the Administrator no later than 25 calendar days after the Effective Date.

4.3 *Payments from the Gross Settlement Amount.* Within 14 calendar days of the date Defendant fully funds the Gross Value Fund, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments.

4.3.1 The Administrator will issue checks to cover the Individual Class Payments and Individual PAGA Payments and will send them to the Class Members/Aggrieved Employees via First Class U.S. Mail, postage prepaid (including those for whom

Class Notice was returned undelivered). The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date (including those for whom Class Notice was returned undelivered). The Administrator may send a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. For any Class Member who opts out, the Administrator will send a check for only the Individual PAGA Payment.

- 4.3.2 The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within seven days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.3.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Lawyers' Committee for Civil Rights, the *cy pres* recipient agreed upon by the parties, thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).
- 4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES AND PRECLUSION OF CLAIMS. Upon final approval of the Settlement Agreement, and except as to the right to enforce the terms and conditions of the Settlement:

- 5.1 *Plaintiff's General Release.* Plaintiff and the Plaintiff's former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from all claims, transactions or occurrences that occurred through the date of final approval ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences after the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 *Plaintiff's Waiver of Rights Under Civil Code Section 1542.* For purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Civil Code section 1542, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 *Release by Participating Class Members:* All Participating Class Members fully shall release Defendant and the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law for any alleged failure to pay all wages due (including minimum wage and overtime wages), claims regarding misclassification, failure to pay for all hours worked (including off-the clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, combining of meal and rest periods, that Defendant's exemption permit from the DLSE is not valid or does not apply to Class Members, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, failure to pay or properly calculate meal or rest period premiums, failure to pay or properly calculate paid sick leave, including paid sick leave under the Healthy Workplaces, Healthy Families Act, donning and doffing, pre or post-shift testing or inspections, health status related activities including testing, reporting, and queuing for testing, reporting time pay, failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, that the Labor Code Section 514 exemption does not apply to Defendant's employees, pre and post-shift work and record-keeping violations, up to and including the date of preliminary approval by the Court. This Release shall include all claims and theories arising under the California Labor Code, wage orders, and applicable regulations, including Labor Code Sections 201, 202, 203, 204, 206, 218, 218.5, 226, 226.3, 226.7, 227, 245 *et seq.*, 510, 511, 512, 515, 517, 551, 552, 558, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 1199, all claims and theories arising under Labor Code Section 2802 as well as claims under Business and Professions Code section 17200 *et seq.* based on alleged violations of the above Labor Code provisions, as alleged in the Action. The temporal scope of the release shall correspond to the Class Period. The release shall not include any Labor Code section 2802 claims released by Class Members in connection with the following actions: *Jones, et al. v. Kaiser Foundation Hospitals, et al.* (Los Angeles Sup. Ct. Case No. 23STCV04104), *Uribe, et al. v. Southern California Permanente Medical Group* (Los Angeles Sup. Ct. Case No. 22STCV11259), and *LeDoux v. The Permanente Medical Group, Inc.* (Alameda County Sup. Ct. Case No. 22CV019164).

5.3 *Release by Aggrieved Employees:* All Aggrieved Employees fully release and discharge the Releasees from any and all claims under the PAGA premised on the facts and/or allegations in the Operative Complaint or PAGA Notices that arose during the PAGA Period (the "PAGA Release"). It is understood and acknowledged that Aggrieved

Employees entitled to a share of the PAGA Penalties will be issued payment for their share of the PAGA Penalties and will not have the opportunity to opt out of, or object to, the PAGA Release as set forth in this Paragraph.

6. **MOTION FOR PRELIMINARY APPROVAL.** Upon full execution of the Agreement, Class Counsel will draft and file a Motion for Preliminary Approval of a class action settlement within 90 calendar days, and will share their draft for comments by Defense Counsel at least 5 business days before filing. Class Counsel shall seriously consider in good faith Defense Counsel's comments on the draft of the motion before filing any motion.
- 6.1 *Plaintiff's Responsibilities.* Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (O(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), Operative Complaint (Lab. Code, § 2699, subd. (1)(1)), this Agreement (Lab. Code, § 2699, subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator.
- 6.2 *Responsibilities of Counsel.* Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 90 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.
- 6.3 *Duty to Cooperate.* If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval, or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work

together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement or otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 *Selection of Administrator.* The Parties have jointly selected CPT Group to serve as the Administrator and have verified that, as a condition of appointment, that CPT Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 *Employer Identification Number.* The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 *Qualified Settlement Fund.* The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 *Notice to Class Members.*
 - 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks and Pay Periods in the Class Data.
 - 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 25 business days after preliminary approval of the Agreement, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the total dollar amount of any Individual Class Payment and Individual PAGA Payment payable to the Class Member, and the number of workweeks and pay periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - 7.4.3 Not later than five business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, challenges to workdays, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant, or Class Counsel are contacted by or otherwise discover any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously confer, in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, then such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

7.5 *Requests for Exclusion (Opt Outs).*

7.5.1 Class Members who wish to exclude themselves (opt out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified by the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, then the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraphs 5.2 through 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for and will receive an Individual PAGA Payment.
- 7.6 *Challenges to Calculation of Pay Periods and/or Workweeks.* Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of pay periods and/or workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any convincing contrary documentation, the Administrator is entitled to presume that the number of pay periods and/or workweeks contained in the Class Notice is correct so long as it is consistent with the Class Data. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of pay periods and/or workweeks to Defense Counsel and Class Counsel and the Administrator's determination regarding the challenges.
- 7.7 *Objections to Settlement.*
- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement or this Agreement, including contesting the fairness of the Settlement, the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.8 *Administrator Duties.* The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.8.1 *Website, Email Address, and Toll-Free Number.* The Administrator will establish and maintain an internet website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing and copies

of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval Order and the Judgment. The Administrator will include on the website page an email address and a toll-free telephone number to receive Class Member calls, faxes and emails. The Administrator will maintain the website and will monitor and respond to emails and calls from Class Members after disclosure to the attorneys from both sides and after consultation with the attorneys from both sides.

- 7.8.2 *Requests for Exclusion (Opt Outs) and Exclusion List.* The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing: (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); and (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion.
- 7.8.3 *Weekly Reports.* The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to workweeks and/or pay periods received or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports will provide the Administrator’s assessment of the validity of Requests for Exclusion.
- 7.8.4 *Workweek and/or Pay Period Challenges.* The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of qualifying workweeks and/or pay periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 *Administrator’s Declaration.* Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), and the number of written objections, and will attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

- 7.8.6 *Final Report by Settlement Administrator.* Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.
8. **ESCALATOR CLAUSE.** The Parties recognize that the Gross Settlement Amount is predicated upon Defendant's representation that Class Members worked 350,101 workweeks from August 13, 2017 through June 23, 2024. In the event the actual number of workweeks worked by Class Members during the Class Period exceeds 385,112 workweeks (i.e. increases by more than ten percent (10%)), the Gross Settlement Amount shall increase proportionately for the percentage increase over ten percent (10%). The workweek value shall be calculated by dividing the Gross Settlement Amount by 350,101 workweeks. The Parties agree that the workweek value is \$31.42 (\$11,000,000.00 / 350,101 workweeks). Thus, for example, should there be 400,000 workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$467,780.96 ([400,000 workweeks – 385,112 workweeks] x [\$31.42/workweek]). Defendant may elect to not contribute more and keep the covered workweeks capped at 385,112. Should Defendant elect to cap the workweeks at 385,112 and not contribute more to the Gross Settlement Amount, the Class Period will close on the date the workweeks reach 385,112.
9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, then Defendant may, but need not, elect to withdraw from the Settlement. The Parties agree that if Defendant withdraws, the Settlement shall be void ab initio, having no force or effect whatsoever, and that no Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of their election to withdraw not later than 15 calendar days after expiration of the opt-out period; late elections will have no effect on Defendant's right to withdraw.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (I), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than five business days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously confer, in good faith, to resolve any suggestions made by Defendant concerning the Motion for Final Approval.

- 10.1 *Response to Objections.* Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 *Duty to Cooperate.* If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. Any decision by the Court to award less than the amounts requested for the Class Representative Service Payments, for Class Counsel Fees Payment, for Class Counsel Litigation Expenses Payment, or for Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 *Continuing Jurisdiction of the Court.* The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-judgment matters as are permitted by law.
- 10.4 *Waiver of Right to Appeal.* Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement waive all rights to appeal from the Judgment, including all rights to post judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. This waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, then the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 *Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment.* If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be voidable. If a reviewing Court vacates, reverses or modifies the Judgment in a matter that requires a material modification of this Agreement, the Parties shall expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

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

12.2 *Confidentiality Prior to Preliminary Approval.* Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate, or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 *No Undue Publicity.* Neither Plaintiff nor Class Counsel shall cause to be publicized, directly or indirectly, any discussion resulting in or the existence of this Agreement or its terms in any type of mass media, including, but not limited to, speeches, press conferences, press releases, interviews, television or radio broadcasts, newspapers, website postings, messages on the Internet, Facebook, Twitter/X or any other social media.

- 12.4 *No Solicitation.* The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.5 *Integrated Agreement.* Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 12.6 *Attorney Authorization.* Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.7 *Cooperation.* The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator or the Court for resolution.
- 12.8 *No Prior Assignments.* The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 12.9 *No Tax Advice.* Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.10 *Modification of Agreement.* This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.
- 12.11 *Agreement Binding on Successors.* This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12 *Applicable Law.* All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

- 12.13 *Cooperation in Drafting.* The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14 *Headings.* The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.15 *Calendar Days.* Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.16 *Notice.* All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

DIVERSITY LAW GROUP, P.C.
Larry W. Lee
lwlee@diversitylaw.com
Kristen M. Agnew
kagnew@diversitylaw.com
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555

CASTLE LAW: CALIFORNIA
EMPLOYMENT COUNSEL, PC
Timothy B. Del Castillo
tdc@castleemploymentlaw.com
Kent L. Bradbury
kb@castleemploymentlaw.com
3200 Douglas Blvd., Suite 300
Roseville, CA 95661
Telephone: (916) 245-0122

To Defendant:

SEYFARTH SHAW LLP
Christian J. Rowley
crowley@seyfarth.com
Kerry Friedrichs
kfriedrichs@seyfarth.com
Parnian Vafaenia
pvafaenia@seyfarth.com
560 Mission Street, 31st Floor
San Francisco, California 94105
Telephone: (415) 397-2823
Facsimile: (415) 397-8549

- 12.17 *Execution in Counterparts.* This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them

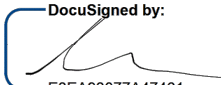
will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

- 12.18 *Stay of Litigation.* The Parties agree that upon the execution of this Agreement the Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement, pursuant to Code of Civil Procedure section 583.330, the Parties agree to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IT IS SO AGREED:

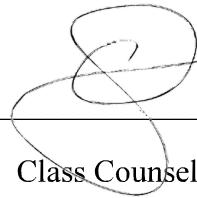
FOR PLAINTIFF AND THE PUTATIVE CLASS AND AGGRIEVED EMPLOYEES

Dated: 11/11/2024

DocuSigned by:

E3EA93077A47401...

Plaintiff/Class Representative Lisa Lefanty

Dated: November 12, 2024



Class Counsel Diversity Law Group, A P.C.

Dated: November 6, 2024



Class Counsel Castle Law: California Employment
Counsel, PC

FOR DEFENDANT:

Dated: _____

For Defendant Kaiser Foundation Hospitals

Dated: _____

Defendant's Counsel Christian J. Rowley (as to form
only)

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IT IS SO AGREED:

FOR PLAINTIFF AND THE PUTATIVE CLASS AND AGGRIEVED EMPLOYEES

Dated: _____

Plaintiff/Class Representative Lisa Lefanty

Dated: _____

Class Counsel Diversity Law Group, A P.C.

Dated: _____

Class Counsel Castle Law: California Employment
Counsel, PC

FOR DEFENDANT:

Dated: 11/11/2024 | 8:08 AM PST

Signed by:

49D3C5CF31084D3...

For Defendant Kaiser Foundation Hospitals

Dated: November 11, 2024



Defendant's Counsel Christian J. Rowley (as to form
only)

EXHIBIT A
PROPOSED CLASS NOTICE

[CLASS MEMBER NAME and ADDRESS]

If you worked for Kaiser Foundation Hospitals in California as an Assistant Nurse Manager and/or Assistant Department Administrator under job code 06017 and/or job code 949013 between August 13, 2017 and November 5, 2024 (“Class Period”), you may be eligible to receive money from a class action settlement.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. The Stanislaus County Superior Court has authorized this notice in the matter of *Lefanty v. Kaiser Foundation Hospitals*, Stanislaus County Superior Court Case No. CV-21-004330 (the “Lawsuit”). This is not a solicitation from a lawyer.

- You are receiving this Notice because Kaiser Foundation Hospitals’ (hereafter “KFH”) records show that you worked for KFH in California as an Assistant Nurse Manager and/or Assistant Department Administrator under job code 06017 and/or job code 949013 during the Class Period. Your estimated net settlement share is [INSERT ESTIMATED AWARD].
- The parties have negotiated a proposed settlement (the “Settlement”) of the Lawsuit in the amount of \$11,000,000.00. The Settlement resolves claims against KFH in the Lawsuit related to the alleged misclassification of Assistant Nurse Managers and Assistant Department Administrators under job codes 06017 and 949013 as exempt, including claims for unpaid wages, unpaid overtime, failure to provide meal and rest periods, itemized wage statement violations, failure to timely pay wages during employment, failure to pay all wages owed to former employees at the end of their employment, waiting time penalties, and civil penalties under the Private Attorneys’ General Act (“PAGA”).
- KFH denies all of the allegations in the Lawsuit and expressly and specifically denies violating any laws.
- Your legal rights may be affected by this Settlement whether you act, or do not act. Your options are explained in this notice. Thus, please read this notice carefully and in its entirety. To request to be excluded from, or object to, this Settlement, you must act before [45 days from date notice is mailed].
- The Court still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals are resolved.

Your Legal Rights and Options in this Settlement	
Do Nothing	Stay in the Lawsuit. Receive a share in the Settlement amount.
Ask To Be Excluded	Exclude yourself from the Settlement. You will receive no benefits (except for your share of the PAGA award) from the Settlement. You will not give up your rights to claims alleged in the Lawsuit. If you ask in writing to be excluded from the Settlement, you will not share in the settlement amount, except for your share of the PAGA award, but you will not give up any rights you may have with respect to the claims at issue in this lawsuit.

Object	Write to the Court about why you don't agree with the Settlement.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement.

1. Why did I get this notice?

KFH's records show that you currently work or previously worked for KFHL in California as an Assistant Nurse Manager and/or Assistant Department Administrator under job code 06017 and/or job code 949013 between August 13, 2017 and November 5, 2024 ("Class Period"). Employees who fall within this description are referred to as "Class Members."

The Court directed that you receive this notice because you have a right to know about the proposed Settlement, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves it, and after objections and appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement provides.

This notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the California Superior Court for the County of Stanislaus, and the Lawsuit is known as *Lefanty v. Kaiser Foundation Hospitals*, Stanislaus County Superior Court Case No. CV-21-004330.

2. What is the lawsuit about?

The Lawsuit alleges that Assistant Nurse Managers and Assistant Department Administrators working under job codes 06017 and 949013 were misclassified as exempt, and asserts claims for unpaid wages, unpaid overtime, failure to provide meal and rest periods, itemized wage statement violations, failure to timely pay wages during employment, failure to pay all wages owed to former employees at the end of their employment, waiting time penalties, and civil penalties under PAGA.

KFH expressly and specifically denies any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit. However, it has concluded that any further defense of the Lawsuit would be protracted and expensive for all Parties. It has, therefore, agreed to settle in the manner and upon the terms set forth in the Settlement Agreement to put to rest the claims as set forth in the Lawsuit.

3. Who is the plaintiff in the lawsuit?

Lisa Lefanty is the Plaintiff and Class Representative in the Lawsuit.

4. Why is there a settlement?

The Court did not decide in favor of the Class Representative or KFHL. Instead, both sides agreed to the Settlement with the assistance of a professional mediator. That way, they can avoid the cost of a trial, and the people affected will get compensation as part of a compromise between the sides. KFHL did not admit any liability but settled the Lawsuit in order to avoid costly, disruptive, and time-consuming litigation. The Class Representative and her attorneys think the Settlement is best for all Class Members.

5. What does the settlement provide?

KFH will pay a Class Settlement Amount of \$11,000,000.00 ("Class Settlement Amount") to cover: (1) Settlement payments to Settlement Class Members; (2) the costs of administering the Settlement; (3) a Class Representative

Enhancement to the Class Representative; (4) payment to the California Labor and Workforce Development Agency (“LWDA”); and (5) the Class Counsel Award and costs. The Class Settlement Amount will be distributed in accordance with the terms of this Agreement. A description of how to “exclude” yourself is provided below, in **Question 14** on page [REDACTED].

6. How much will my payment be?

Your share of the Settlement will depend on the number of Class Members who participate (*i.e.*, the number of Class Members who do not “exclude” themselves), how many workweeks you worked for KFH as an Assistant Nurse Manager and/or Assistant Department Administrator under job code 06017 and/or job code 949013 in California during the Class Period and how many pay periods you worked for KFH as an Assistant Nurse Manager and/or Assistant Department Administrator under job code 06017 and/or job code 949013 in California between April 29, 2020 through November 5, 2024 (“PAGA Period”). Each Class Member shall receive a pro rata portion of the Settlement subject to a distribution formula.

KFH’s records show that you worked [NUMBER] of workweeks for KFH in California as an Assistant Nurse Manager and/or Assistant Department Administrator under job code 06017 and/or job code 949013 during the Class Period and that you worked [NUMBER] of pay periods for KFH in California as an Assistant Nurse Manager and/or Assistant Department Administrator under job code 06017 and/or job code 949013 during the PAGA Period. **Based on the preceding information, your estimated settlement payment is [REDACTED].**

If you feel that you were not credited with the correct number of workweeks or pay periods that you worked as an Assistant Nurse Manager and/or Assistant Department Administrator under job code 06017 and/or job code 949013 in California during the Class Period or PAGA Period, you may submit evidence to the Settlement Administrator on or before [INSERT DATE OF RESPONSE DEADLINE] with documentation to establish the number of workweeks and pay periods you claim to have actually worked during the relevant timeframes. DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS. The Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith with counsel for KFH how many workweeks and pay periods should be credited to you. The Settlement Administrator will make the final decision as to how many weeks and pay periods are credited, and report the outcome to you. If you are unsatisfied with the decision, you may submit an Objection, as discussed below, or you may opt out of the Settlement.

7. How can I get a payment?

You do not need to do anything to get your payment. If you are a Class Member (as defined above in Question #1), and received this notice, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

8. What if my address changes?

If you move after receiving this notice or if it was misaddressed, please contact the Settlement Administrator:

[Insert Settlement Administrator address and phone number]

It is important that you advise the Settlement Administrator of any address changes so that future notices and/or the settlement payment can reach you.

9. When would I get my payment?

The Court will hold a hearing on [INSERT FINAL APPROVAL HEARING DATE] to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can contact the attorneys for the Class, also known as “Class Counsel,” whose contact information is included in **Question 16** for an update at any time.

10. What am I giving up to get a payment and by staying in the Class?

If the proposed Settlement is approved by the Court, a Judgment will be entered by the Court. The Judgment following approval of the Settlement by the Court will bind all Class Members who do not request exclusion from the Settlement. Any Class Member who does not request exclusion may, if they wish, enter an appearance, and may choose to be represented by the Class Member's own lawyer, at the Class Member's expense.

If the Settlement is approved and you choose not to exclude yourself from the Settlement, you will be forever barred from asserting any of the claims arising out of or relating to the Lawsuit against Defendant ("Released Claims") and each of its present and former affiliates and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors, and assigns, and any other persons acting by, through, under or in concert with any of them ("Released Parties").

The Released Claims include any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law for any alleged failure to pay all wages due (including minimum wage and overtime wages), claims regarding misclassification, failure to pay for all hours worked (including off-the clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, combining of meal and rest periods, that Defendant's exemption permit from the Division of Labor Standards Enforcement is not valid or does not apply to Class Members, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, failure to pay or properly calculate meal or rest period premiums, failure to pay or properly calculate paid sick leave, including paid sick leave under the Healthy Workplaces, Healthy Families Act, donning and doffing, pre or post-shift testing or inspections, health status related activities including testing, reporting, and queuing for testing, reporting time pay, failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, that the Labor Code Section 514 exemption does not apply to Defendant's employees, pre and post-shift work and record-keeping violations, up to and including the date of preliminary approval by the Court. This Release shall include all claims and theories arising under the California Labor Code, wage orders, and applicable regulations, including Labor Code Sections 201, 202, 203, 204, 206, 218, 218.5, 226, 226.3, 226.7, 227, 245 *et seq.*, 510, 511, 512, 515, 517, 551, 552, 558, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 1199, all claims and theories arising under Labor Code Section 2802 as well as claims under Business and Professions Code section 17200 *et seq.* based on alleged violations of the above Labor Code provisions, as alleged in the Action. The temporal scope of the release shall correspond to the Class Period. The release shall not include any Labor Code section 2802 claims released by Class Members in connection with the following actions: *Jones, et al. v. Kaiser Foundation Hospitals, et al.* (Los Angeles Sup. Ct. Case No. 23STCV04104), *Uribe, et al. v. Southern California Permanente Medical Group* (Los Angeles Sup. Ct. Case No. 22STCV11259), and *LeDoux v. The Permanente Medical Group, Inc.* (Alameda County Sup. Ct. Case No. 22CV019164).

All Class Members that worked for KFH as Assistant Nurse Managers and/or Assistant Department Administrators under job codes 06017 and/or 949013 in California during the PAGA Period also fully release and discharge the Releasees from any and all claims under the PAGA premised on the facts and/or allegations in the Lawsuit or PAGA Notices that arose during the PAGA Period (the "PAGA Release").

11. Can I get a settlement payment if I still work for KFH?

Yes. If you are still working for KFH, you will receive a settlement payment if you do not exclude yourself. The Settlement will not affect your employment and KFH will not retaliate against you in any manner for participating in the Settlement or choosing not to participate in the Settlement.

12. How do I get out of the Settlement?

If you **do not** want to take part in the Settlement, you can exclude yourself. To exclude yourself from the Settlement, you must send a letter or postcard postmarked no later than [insert response deadline] with your name, signature, and should state something to the effect of:

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN LEFANTY V. KAISER FOUNDATION HOSPITALS.

Send the Request for Exclusion directly to the Settlement Administrator at the following address:

[Insert Settlement Administrator address]

The Request must be postmarked or faxed on or before [INSERT RESPONSE DEADLINE]. Any person who files a timely written request to be excluded from the Settlement will, upon receipt, no longer be a Class Member, will **not** receive any money from the Settlement, except for their share of the PAGA award because a Class Member who opts out is opting out of class relief only and is still an “aggrieved employee” under PAGA, and cannot object to the Settlement. You cannot both exclude yourself and object to the Settlement.

13. Who are the lawyers in this case?

CLASS COUNSEL:

DIVERSITY LAW GROUP, P.C.

Larry W. Lee

lwlee@diversitylaw.com

Kristen M. Agnew

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515 S. Figueroa Street, Suite 1250

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**CASTLE LAW: CALIFORNIA EMPLOYMENT
COUNSEL, PC**

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Kent L. Bradbury

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3200 Douglas Blvd., Suite 300

Roseville, CA 95661

Telephone: (916) 245-0122

14. How will Class Counsel be paid?

All attorneys’ fees and costs awarded by the Court to Class Counsel will be paid out of the Class Settlement Amount. Class Counsel are asking the Court to award one-third of the Class Settlement Amount (i.e., \$3,666,666.66) in attorneys’ fees, and litigation costs actually incurred in representing the interests of the Class, supported by adequate documentation, in an amount not to exceed \$40,000.00. The Class Representative and Class Counsel support this amount because of the substantial benefits obtained by Class Counsel for Class Members. The Court may award less than these amounts.

15. What other expenses are taken out of the total settlement amount?

KFH has agreed to pay \$11,000,000.00 to resolve the claims that were brought in this lawsuit. Under the terms of the Settlement Agreement preliminarily approved by the Court, settlement administration costs will be paid from the Settlement amount to CPT Group. to act as the Settlement Administrator. As the Settlement Administrator, CPT Group is sending this notice to you, and will perform all the administrative duties related to this Settlement. The settlement administration costs are estimated to not exceed \$17,500.00.

Class Counsel will also ask the Court to award Class Representative Lisa Lefanty an enhancement award in the amount of \$15,000.00 to compensate her for her service on behalf of the Class Members. The Class Representative will also receive a share of the Settlement as a Class Member.

Lastly, \$300,000.00 of the Settlement is allocated to the Private Attorneys General Act (“PAGA”) claims asserted in the Action (the “PAGA Settlement Amount”). Under PAGA, 75% of the PAGA penalties must be paid (here, \$225,000.00) to the LWDA. The remaining 25% (here, \$75,000.00) allocated to the PAGA claims will be included in the distribution to Settlement Class Members who worked for KFH as Assistant Nurse Managers and/or Assistant Department Administrators under job codes 06017 and/or 949013 in California during the PAGA Period.

16. How do I tell the court that I do not agree with the Settlement?

If you are a Class Member, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. You can submit a written objection to the Settlement Administrator no later than [INSERT RESPONSE DEADLINE]. However, even if you do not submit a written objection you may appear at the Final Fairness Hearing in-person and present any objection that you wish for the Court to consider. The Final Fairness Hearing is presently scheduled for [INSERT FINAL APPROVAL HEARING DATE] at [INSERT TIME] in [INSERT HEARING LOCATION INFORMATION].

If you wish to submit a written objection please mail it to the Settlement Administrator at:

[Insert Settlement Administrator address]

Written objections should **not** be filed with and/or mailed/served on Class Counsel.

17. What’s the difference between objecting and excluding?

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don’t want to be part of the Class. If you exclude yourself, you have no basis to object to the Settlement because the case no longer affects you, except that you will receive your share of the PAGA Settlement Amount.

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Settlement Approval Hearing, which is presently scheduled for [INSERT FINAL APPROVAL HEARING DATE] at [INSERT TIME] in [INSERT HEARING LOCATION INFORMATION]. The date and time of the Final Settlement Approval Hearing is subject to change. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may also decide how much money to pay to Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will appear at the Final Settlement Approval Hearing. However, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. You may also pay your own lawyer to attend, but this is not required.

20. Are there more details about the Settlement and how do I get more information?

This notice summarizes the proposed Settlement. More details are in a Settlement Agreement and a website created by the Settlement Administrator accessible at: www.xxxxxxx.com. The pleadings and other records in this litigation are also available on the Stanislaus County Superior Court's website, at [\[INSERT LINK\]](#).

PLEASE DO NOT TELEPHONE THE COURT, THE OFFICE OF THE CLERK, KFH OR DEFENSE COUNSEL FOR INFORMATION REGARDING THIS PROPOSED SETTLEMENT.

1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5]ss.
6 COUNTY OF LOS ANGELES]

7 I am employed in the County of Los Angeles, State of California. I am over the age of 18
8 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250,
9 Los Angeles, California 90071.

10 On July 17, 2025, I served the following document(s) described as:

- 11 **1. PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL**
12 **APPROVAL OF CLASS ACTION SETTLEMENT; AND MEMORANDUM**
13 **OF POINTS AND AUTHORITIES IN SUPPORT**
- 14 **2. DECLARATION OF KRISTEN M. AGNEW IN SUPPORT OF PLAINTIFF'S**
15 **MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
- 16 **3. DECLARATION OF LARRY W. LEE IN SUPPORT OF PLAINTIFF'S**
17 **MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
- 18 **4. DECLARATION OF LISA LEFANTY IN SUPPORT OF PLAINTIFF'S**
19 **MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
- 20 **5. DECLARATION OF TIMOTHY B. DEL CASTILLO IN SUPPORT OF**
21 **PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND**
22 **PAGA SETTLEMENT**
- 23 **6. DECLARATION OF KENT L. BRADBURY IN SUPPORT OF PLAINTIFF'S**
24 **MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA**
25 **SETTLEMENT**
- 26 **7. [PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S**
27 **MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

28 on the interested parties in this action as follows:

Christian J. Rowley Kerry Friedrichs SEYFARTH SHAW LLP 560 Mission Street, 31st Floor San Francisco, California 94105	Kristen M. Peters SEYFARTH SHAW LLP 2029 Century Park East, Suite 3500 Los Angeles, California 90067-3021 kmpeters@seyfarth.com
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crowley@seyfarth.com kfriedrichs@seyfarth.com <i>Attorneys for Defendant Kaiser Foundation Hospitals</i>	<i>Attorneys for Defendant Kaiser Foundation Hospitals</i>
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 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the Odyssey eFileCA E-Filing System at the website www.california.tylerhost.net, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on July 17, 2025, at Los Angeles, California.



Erika Mejia