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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,

vs.

KAISER FOUNDATION HOSPITALS;
DOES 1 to 20, inclusive,

Defendants.

Case No.: CV-21-004330

**DECLARATION OF LISA LEFANTY IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: March 4, 2025
Time: 8:30 a.m.
Dept.: 24

Action Filed: August 13, 2021
Trial Date: None Set

I, Lisa Lefanty, declare as follows:

1. I am an individual over the age of 18 years old and am a resident of California. I am the named plaintiff in this matter. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I am currently employed by Defendant Kaiser Foundation Hospitals (“Kaiser”) as a registered nurse (RN) in the gastroenterology department at the Roseville Hospital. I have been employed by Kaiser since 2008. Since then, I have worked in various roles and departments. During the approximate period of July 2020 through June 2021, I worked as an Assistant Nurse Manager (“ANM”) in the ICU department at the Modesto Hospital. As an ANM, I was classified by Kaiser Foundation as an exempt, salaried employee, who was not entitled to receive overtime wages.

3. As an ANM, I spent the vast majority of my workday performing direct patient care side by side with nurses and other hourly, non-exempt employees. In my experience, Assistant Nurse Managers had to identify where the gaps existed in in patient care and then fill in. This means that I frequently perform non-exempt tasks, such as: (1) providing meal and rest period coverage for nurses; (2) providing coverage for absent nurses; (3) answering phones within the department; (4) coordinating patient transportation and transporting patients within the Hospital; (5) charting and documenting patient care; and (6) taking and recording patient vital signs.

4. Due to the alleged misclassification, I believe that I did not receive (1) wages for all hours worked, including overtime wages; (2) proper meal and rest periods; and (3) accurate wage statements.

5. Before signing the Class and Representative Action Settlement Agreement (“Agreement” or “Settlement Agreement”), I read the Settlement Agreement, and I discussed the terms with my attorneys. I believe that this settlement is fair, adequate, and reasonable. I am glad that I had the opportunity to represent the class in this lawsuit and that I was able to recover money through a settlement for the class.

1 6. I understand that the claims alleged in this action were brought on behalf of other
2 similarly situated employees. However, I did not make the decision to file a class action lightly.
3 As a current employee of Kaiser, I was concerned by the attention that a class action lawsuit
4 would attract in the workplace and the reputational harm that may result, including the
5 perception that I am difficult to work with. I was also mindful that filing a class action lawsuit
6 could jeopardize my employment status. Although the lawsuit is justified, a prospective
7 employer might find out that I sued Kaiser, and there is a risk of facing retaliation and strained
8 relationships with colleagues and supervisors. Nevertheless, I felt that important rights were at
9 stake that hurt everyone, and something ought to be done about it.

10 7. Additionally, I am aware and have been aware from the inception of the case, that
11 there is the risk that if I do not win my case, then I could be liable for Kaiser's litigation costs. I
12 accepted that risk in this case. I also understood that an individual case would have resolved
13 much faster than a class action and involved much less financial risk than a class action.

14 8. As a class representative, I understand that it is my responsibility to act in the
15 class's best interest and not my own. I am not aware of any conflicts that exist between my
16 interest and the interests of the class that would impair or affect my ability to serve as
17 representative for the class.

18 9. I have and continue to be willing to assist in the investigation and prosecution of
19 this matter, including making myself available for trial or any further proceeding in this matter as
20 required to represent the interests of the class. Since the onset of this action, I made it a priority
21 to be actively involved because I wanted to do everything I could to represent the class and assist
22 my attorneys in prosecuting this case. I estimate that I invested approximately 60 hours in this
23 case, including time spent: (1) preparing for and sitting for a two-day deposition, ; (2)
24 participating in numerous telephonic meetings with my attorneys and their staff to discuss the
25 case and review documents prepared on my behalf; (3) providing my attorneys with information
26 and documents relevant to the job duties of ANMs; and (4) reviewing and executing the
27 Settlement Agreement.
28

6 I declare under penalty of perjury under the laws of the State of California that the
7 foregoing is true and correct.

8 Executed on this 17th day of January 2025, at Granite Bay, California.

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10

DocuSigned by:
E3FA93677A47461...
Lisa Lefanty