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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

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

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

Complaint Filed: August 13, 2021

1 Plaintiff Lisa Lefanty's ("Plaintiff") Motion for Final Approval of Class and Representative
2 Action Settlement was filed with the Court on July 18, 2025, and a hearing was held before this Court
3 on August 12, 2025. Plaintiff and Defendant Kaiser Foundation Hospitals ("Defendant") appeared
4 through their respective counsel of record.

5 The Court has read, heard, and considered all the pleadings and documents submitted, and the
6 presentations made in connection with the Motion. Due and adequate notice having been given to the
7 Class, and the Court having reviewed and considered the Class and Representative Action Settlement
8 Agreement ("Settlement," "Agreement" or "Settlement Agreement"), Plaintiff's Notice of Motion and
9 Motion for Final Approval of Class Action Settlement, the supporting declarations and exhibits thereto,
10 all papers filed and proceedings had herein, and the absence of any written objections received regarding
11 the proposed settlement, and having reviewed the record in this action, and good cause appearing therefor,
12 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement Agreement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the Settlement
16 Class Members, Aggrieved Employees, and Defendant.

17 3. The Court finds that the Settlement appears to have been made and entered into in good
18 faith and hereby approves the Settlement.

19 4. "Settlement Class Members" means all persons who were employed by Defendant as
20 Assistant Nurse Managers and/or Assistant Department Administrators under job codes 06017 and
21 949013 in the State of California at any time during the Class Period (August 13, 2017 through
22 November 5, 2024) who do not opt out of the Settlement. Four Class Members have requested exclusion
23 from the Settlement. The Requests for Exclusion were submitted by Stephanie M. Blackmon, Rebecca
24 Ann Mock, Jared M. Goelz and Mariel Q. Dumaguin.

25 5. "Aggrieved Employees" means all persons who were employed by Defendant as
26 Assistant Nurse Managers and/or Assistant Department Administrators under job codes 06017 and
27 949013 in the State of California at any time during the PAGA Period (April 29, 2020 through
28 November 5, 2024).

1 6. The “Released Parties” means Defendant and its present and former affiliates and all of
2 their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers,
3 successors and assigns, and any other persons acting by through, under or in concert with any of them.

4 7. Plaintiff and Settlement Class Members, shall have, by operation of this Final Order and
5 Judgment, fully, finally, and forever released, relinquished, and discharged Released Parties from all
6 Released Class Claims, as defined in the Settlement.

7 8. Plaintiff and Aggrieved Employees, shall have, by operation of this Final Order and
8 Judgment, fully, finally, and forever released, relinquished, and discharged Released Parties from all
9 Released PAGA Claims, as defined in the Settlement.

10 9. The Notice provided to the Class conforms with the requirements of California Rules of
11 Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by providing
12 individual notice to all Class Members who could be identified through reasonable effort, and by
13 providing due and adequate notice of the proceedings and of the matters set forth therein to the Class
14 Members. The Notice fully satisfies the requirements of due process.

15 10. No Class Members have objected to the terms of the Settlement.

16 11. The Court finds the Gross Settlement Amount and the methodology used to calculate and
17 pay each payment are fair and reasonable. The Court authorizes the Settlement Administrator to pay
18 the Settlement Class Members and Aggrieved Employees in accordance with the terms of the
19 Settlement.

20 12. Defendant shall pay the total Gross Settlement Amount of Eleven Million Dollars
21 (\$11,000,000.00) to resolve the Action. Within 5 business days of the Effective Date, Defendant shall
22 make a one-time deposit of the Gross Settlement Amount into a Qualified Settlement Fund to be
23 established by the Settlement Administrator. Thereafter, compensation to the Settlement Class Members
24 and Aggrieved Employees shall be disbursed pursuant to the terms of the Settlement (i.e., within
25 fourteen (14) calendar days of funding).

26 13. From the Gross Settlement Amount, Two Hundred Twenty-Five Thousand Dollars
27 (\$225,000.00) shall be paid to the California Labor and Workforce Development Agency, representing
28

75% of the civil penalties awarded under the terms of the Settlement Agreement pursuant to the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*

14. From the Gross Settlement Amount, Seventy-Five Thousand Dollars (\$75,000.00) shall be distributed to Aggrieved Employees, representing 25% of the civil penalties awarded under the terms of the Settlement Agreement pursuant to the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*

15. From the Gross Settlement Amount, Plaintiff shall be paid Fifteen Thousand Dollars (\$15,000.00) for her service as a class representative and for her agreement to a general release of claims.

16. From the Gross Settlement Amount, Sevent Thousand Five Hundred Dollars (\$17,500.00) shall be paid to the Settlement Administrator, CPT Group.

17. The Court hereby confirms Kent L. Bradbury, Timothy B. Del Castillo of Castle Law, and Larry W. Lee and Kristen M. Agnew of Diversity Law Group, P.C., as Class Counsel.

18. From the Gross Settlement Amount, Class Counsel is awarded Three Million, Six Hundred Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$3,666,666.66), for their reasonable attorneys' fees and Twenty-Two Thousand, Five Hundred Thirteen Dollars and Sixteen Cents (\$22,513.16) for their reasonable costs incurred in the Action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided to the Class.

19. Without affecting the finality of this Order in any way, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties to this action, and their counsel of record.

20. Plaintiff' Motion for Final Approval of Class Action Settlement is hereby granted and the Court directs that judgment shall be entered in accordance with the terms of this Order.

21. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

22. A Final Accounting Hearing is set for _____, 2026 at ____ a.m. The Settlement Administrator is to file a declaration no later than _____ days in advance to confirm

1 that the distribution of funds is complete, including any distribution to the *cy pres* recipients, Lawyers'
2 Committee for Civil Rights, per the Settlement Agreement.

3 IT IS SO ORDERED AND ADJUDGED.

4
5 DATED: _____

6 HONORABLE SONNY S. SANDHU
7 SUPERIOR COURT OF CALIFORNIA
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