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13 Attorneys for Defendants KAISER PERMANENTE INTERNATIONAL, SOUTHERN
14 CALIFORNIA PERMANENTE MEDICAL GROUP, THE PERMANENTE MEDICAL GROUP,
KAISER FOUNDATION HOSPITALS, and KAISER FOUNDATION HEALTH PLAN, INC.

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **COUNTY OF ALAMEDA**

17 SANDY LIU, on behalf of herself and all others
18 similarly situated,

19 Plaintiff,

20 vs.

21 KAISER PERMANENTE INTERNATIONAL, a
California corporation; SOUTHERN CALIFORNIA
22 PERMANENTE MEDICAL GROUP, a California
partnership; THE PERMANENTE MEDICAL GROUP, a
23 California partnership; KAISER FOUNDATION
HOSPITALS, a California corporation; KAISER
24 FOUNDATION HEALTH PLAN, INC., a California
25 corporation; and DOES 1 through 30,

26 Defendants.
27
28

Case No. RG21093802

[Assigned for all purposes to The Honorable
Evelio Grillo, Dept. 21]

**MODIFICATION OF STIPULATION
AND SETTLEMENT OF CLASS AND
PAGA REPRESENTATIVE ACTION**

Action filed: March 9, 2021
Trial Date: None Set

1 Subject to final approval by the Court, which counsel and the Parties agree to diligently
2 pursue and recommend in good faith, Plaintiff Sandy Liu (“Plaintiff”), individually and on behalf of
3 all other similarly situated persons and aggrieved employees and the State of California, on the one
4 hand, and Southern California Permanente Medical Group, Kaiser Foundation Hospitals, The
5 Permanente Medical Group, Inc., and Kaiser Foundation Health Plan, Inc. (“Defendants”), on the
6 other hand (collectively, the “Parties” and individually, a “Party”), hereby agree to the following
7 binding settlement of the class and representative action designated *Liu v. Kaiser Permanente*
8 *International, et al.* (Alameda County Superior Court Case No. RG21093802) and the related writ
9 proceeding in the California Court of Appeal, First Appellate District, Case No. A164337
10 (collectively, the “Action”), pursuant to the terms and conditions set forth below (the “Settlement,”
11 “Settlement Agreement” or “Agreement”). Upon the Effective Date, and the payment by Defendants
12 of all monies due under the Agreement, the Parties shall file a Satisfaction of Judgment with the
13 Court. The Parties hereby modify the Settlement Agreement pursuant to Section XVIII(3) of the
14 Settlement Agreement.

15 **I. Definitions.**

16 **N. “LWDA Payment.”**

17 The amount that the Parties have agreed to pay to the LWDA in connection with settlement of
18 the PAGA claims that Plaintiff is releasing as agent and proxy of the LWDA. The Parties have
19 agreed that \$225,000 of the Class Settlement Amount will be allocated to the resolution of the
20 LWDA’s claims arising under the PAGA (“PAGA Settlement Amount”). Pursuant to the PAGA,
21 \$168,750, (75%) of the PAGA Settlement Amount will be paid to the LWDA and \$56,250 (25%) of
22 the PAGA Settlement Amount will constitute the PAGA Employee Fund to be distributed to PAGA
23 Members. Any change in the requested LWDA Payment is not a material term of this Agreement. If
24 the Court approves a lesser or greater amount than that requested, the other terms of this Agreement
25 shall still remain in effect. However, some approval of an LWDA Payment is a material term of the
26 Settlement and this Agreement. If the Court does not approve any LWDA Payment, then the entire
27 Agreement will be, at Defendants’ sole discretion, void and unenforceable. In such a case, the Parties
28 shall be returned to their respective statuses as of the date and time immediately prior to the execution

1 of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement
2 Agreement had not been executed, except that the costs of administration shall be borne by
3 Defendants.

4 **W. "Plaintiff's Released Claims."**

5 Upon the Effective Date, and as a condition of receiving any portion of her Class
6 Representative Enhancement Payment, Plaintiff shall fully and finally release the Released Parties
7 from any and all claims, known and unknown, under federal, state and/or local law, statute,
8 ordinance, regulation, common law, or other source of law, including but not limited to claims arising
9 from or related to her employment with Defendants and her compensation while an employee of
10 Defendants. Plaintiff's Released Claims include, but are not limited to, all claims arising from or
11 related to the Action. Plaintiff's Released Claims include all claims for unpaid wages, including, but
12 not limited to, failure to pay minimum wages, straight time compensation, overtime compensation,
13 double-time compensation, and interest; the calculation of the regular rate of pay; wages related to
14 alleged illegal time rounding; missed meal period and rest-period wages; reimbursement for all
15 necessary business expenses; payment for all hours worked, including off-the-clock work; wage
16 statements; deductions; failure to keep accurate records; unfair business practices; penalties,
17 including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage
18 penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiff's Released Claims
19 include all claims arising under the Labor Code (including, but not limited to, sections 200, 201,
20 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223,
21 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 256, 450, 510, 511, 512, 516, 550, 551, 552, 558,
22 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, and 2802); all claims arising
23 under: the Wage Orders of the California Industrial Welfare Commission; California Business and
24 Professions Code section 17200, *et seq.*; the California Civil Code, to include sections 3287, 3336
25 and 3294; 12 CCR § 11040; 8 CCR § 11060; California Code of Civil Procedure § 1021.5; the
26 California common law of contract; the FLSA, 29 U.S.C. § 201, *et seq.* and all regulations
27 implementing and interpreting the FLSA, federal common law; and the Employee Retirement Income
28 Security Act, 29 U.S.C. § 1001, *et seq.* (ERISA). Plaintiff's Released Claims also include all claims

1 for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and
2 costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and
3 wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. § 1981, Title VII of
4 the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in
5 Employment Act (ADEA), and the California Fair Employment and Housing Act (FEHA); and the
6 law of contract and tort. This release excludes the release of claims not permitted by law, including
7 claims related to Workers Compensation.

8 Plaintiff's Released Claims also include any and all claims she may have in her capacity as
9 agent and proxy of the LWDA under the California Private Attorneys General Act of 2004, Labor
10 Code §§ 2898 et seq. (PAGA).

11 Plaintiff's Released Claims include all claims, whether known or unknown. Even if Plaintiff
12 discovers facts in addition to or different from those that they now know or believe to be true with
13 respect to the subject matter of Plaintiff's Released Claims, those claims will remain released and
14 forever barred. Thus, Plaintiff expressly waives and relinquishes the provisions, rights and benefits
15 of section 1542 of the California Civil Code, which reads:

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

20 **AA. "Released Claims."**

21 As of the date of the Order Granting Final Approval, Class Members who do not opt out shall
22 release Defendants and their present and former affiliates and all of their officers, directors, employees,
23 agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other
24 persons acting by through, under or in concert with any of them ("Releasees"), from any and all claims,
25 debts, liabilities, demands, obligations, penalties, waiting time penalties, premium pay, guarantees,
26 costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature,
27 whether known or unknown, contingent or accrued, under any legal theory under federal and state law
28 for the alleged non-payment or underpayment for any time off taken for sick-related reasons, including

1 all reasons covered by the Healthy Workplaces, Healthy Families Act (Cal. Labor Code Section 245 *et*
2 *seq.*) ("HWHFA"), up to and including December 31, 2022. This Release shall include all claims and
3 theories regarding non-payment or underpayment of any time off taken for sick-related reasons
4 (including all reasons covered by the HWHFA) under the California Labor Code, California Business
5 and Professions Code, wage orders, and applicable regulations. The release shall run through December
6 31, 2022. For the post-December 31, 2022 period of time, Defendants shall have the option to pay in
7 an additional proportionate amount based on the agreed-upon formula used to calculate the payments
8 made to Class Members and PAGA Group Members.

9 This Agreement is contingent upon the releases by the Plaintiff and the Class Members as
10 described herein, and upon covenants by the Plaintiff and Class Members that they will not
11 participate in any actions, lawsuits, proceedings, complaints or charges in any court or before any
12 administrative body related to any claims they have released under this Agreement.

13
14 **MOSS BOLLINGER LLP**



15 Dated: September 20, 2023

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18 Dennis F. Moss
Jeremy F. Bollinger
Ari E. Moss
Attorneys for Plaintiff

19 **SEYFARTH SHAW LLP**



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21 Dated: September 25, 2023

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