

***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

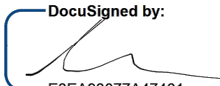
will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

- 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:**

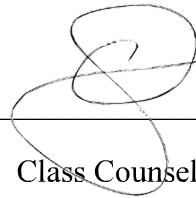
**FOR PLAINTIFF AND THE PUTATIVE CLASS AND AGGRIEVED EMPLOYEES**

Dated: 11/11/2024

DocuSigned by:  
  
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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)

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: \_\_\_\_\_

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	<p>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.</p> <p>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.</p>



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

## 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.**

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

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### 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](http://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.**