

Electronically Filed  
3/17/2025  
Superior Court of California  
County of Stanislaus  
Clerk of the Court  
By: Alecsandra McDonald, Deputy

Timothy B. Del Castillo  
Kent L. Bradbury  
Castle Law  
2999 Douglas Blvd., Suite 180  
Roseville, California 95661  
(916) 245-0122  
[tdc@castleemploymentlaw.com](mailto:tdc@castleemploymentlaw.com)  
[kb@castleemploymentlaw.com](mailto:kb@castleemploymentlaw.com)

Larry W. Lee (State Bar No. 228175)  
Kristen M. Agnew (State Bar No. 247656)  
**DIVERSITY LAW GROUP, P.C.**  
515 S. Figueroa Street, Suite 1250  
Los Angeles, CA 90071  
(213) 488-6555  
(213) 488-6554 facsimile  
[lwlee@diversitylaw.com](mailto:lwlee@diversitylaw.com)  
[kagnew@diversitylaw.com](mailto:kagnew@diversitylaw.com)

Attorneys for Plaintiff and the Class

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

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

Plaintiff,

v.

KAISER FOUNDATION HOSPITALS; DOES 1  
to 20, inclusive,

Defendant.

Case No. CV-21-004330

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

**AMENDED [~~PROPOSED~~] ORDER  
GRANTING PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

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

Complaint Filed: August 13, 2021

1 Plaintiff Lisa Lefanty's ("Plaintiff") Motion for Preliminary Approval of Class and  
2 Representative Action Settlement was filed with the Court on January 24, 2025, and a hearing was held  
3 before this Court on March 8, 2025. Plaintiff and Defendant Kaiser Foundation Hospitals  
4 ("Defendant") appeared through their respective counsel of record.

5 The Court has considered the Class and Representative Action Settlement Agreement  
6 ("Agreement" or "Settlement Agreement") and all other papers filed in this action.

7 NOW THEREFORE, IT IS HEREBY ORDERED:

8 1. This Court grants preliminary approval of the Settlement Agreement between Plaintiff  
9 and Defendant (the "Parties") filed herewith. The Settlement Agreement appears to be fair, adequate,  
10 and reasonable to the Class.

11 2. The Parties, through their counsel of record in the Action, have reached an agreement to  
12 settle all claims in the Action on behalf of the Class (as defined below and in the Settlement  
13 Agreement) as a whole.

14 3. The Court hereby conditionally certifies the following class for settlement purposes  
15 only: all persons who were employed by Defendant as Assistant Nurse Managers and/or Assistant  
16 Department Administrators under job codes 06017 and 949013 in the State of California at any time  
17 during the period from August 13, 2017 through November 5, 2024 ("Class" or "Class Members").

18 4. Should for whatever reason the Settlement Agreement not become final, the fact that the  
19 Parties were willing to stipulate to certification of a class as part of the Settlement Agreement shall  
20 have no bearing on, or be admissible in connection with, the Action or the issue of whether a class  
21 should be certified in a non-settlement context.

22 5. The Court appoints and designates: (a) Plaintiff Lisa Lefanty as the Class  
23 Representative; and (b) Timothy B. Del Castillo and Kent L. Bradbury of Castle Law, and Larry W.  
24 Lee and Kristen M. Agnew of Diversity Law Group, P.C, as Class Counsel. Class Counsel is  
25 authorized to act on behalf of the Class with respect to all acts or consents required by, or which may  
26 be given, pursuant to the Settlement Agreement, and such other acts reasonably necessary to finalize  
27 the Settlement Agreement and its terms. Any Class Member may enter an appearance through his or  
28 her own counsel at such Class Member's own expense. Any Class Member who does not enter an  
appearance or appear on his or her own behalf will be represented by Class Counsel.

1           6.       The Court hereby approves the terms and conditions provided for in the Settlement  
2 Agreement. The Court finds that on a preliminary basis the Settlement Agreement falls within the range  
3 of reasonableness of a settlement, and appears to be presumptively valid, subject only to any objections  
4 that may be raised at the final fairness hearing and final approval by the Court. It appears to the Court  
5 on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class  
6 Members when balanced against the probable outcome of further litigation relating to liability and  
7 damages issues. It also appears that investigation, research, and court proceedings have been conducted  
8 so that counsel for the Parties are able to reasonably evaluate their respective positions. It appears to the  
9 Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid  
10 the delay and risks that would be presented by the further prosecution of the Action. It also appears that  
11 settlement has been reached as a result of intensive, serious, and non-collusive arm's-length  
12 negotiations.

13           7.       A Final Fairness and Final Approval Hearing on the question of whether the proposed  
14 Settlement Agreement, the allocation of payments to Settlement Class Members, attorneys' fees and  
15 costs to Class Counsel, settlement administration costs, and the Class Representative Service Payment  
16 should be finally approved as fair, reasonable, and adequate as to the members of the Class is hereby  
17 set for August 12, 2025 at 8:30 a.m. in Department 24 in this Court.

18           8.       The Court hereby approves, as to form and content, the Notice of Class Action  
19 Settlement ("Class Notice") to be sent to Class Members, which is attached as **Exhibit A** to the  
20 Settlement Agreement. The Court finds that distribution of the Class Notice to Class Members  
21 substantially in the manner and form set forth in the Settlement Agreement and this Order meets the  
22 requirements of due process and shall constitute due and sufficient notice to all parties entitled thereto.

23           9.       The Court appoints and designates CPT Group as the Settlement Administrator. The  
24 Court hereby directs the Settlement Administrator to provide the approved Class Notice to Class  
25 Members using the procedures set forth in the Settlement Agreement.

26           10.      Any Class Member may choose to opt out of and be excluded from the settlement as  
27 provided in the Settlement Agreement and Class Notice and by following the instructions to request  
28 exclusion. Provided, however, that no Class Member may opt out of or be excluded from participating  
in the settlement of the released PAGA claims.

11. Any person who timely and properly opts out of the settlement will not be bound by the Settlement Agreement or have any right to object, appeal, or comment thereon. Any opt-out request must be in writing and signed by each such Class Member opting out and must otherwise comply with the requirements delineated in the Class Notice. Class Members who have not requested exclusion by submitting a valid and timely opt out request, by the opt out deadline, shall be bound by all determinations of the Court, the Settlement Agreement, and Judgment.

12. Any Class Member may object to the Settlement Agreement or express his or her views regarding the Settlement Agreement, and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Class Notice.

13. The Motion for Final Approval shall be filed by the Class Representative no later than sixteen (16) court days before the Final Fairness and Final Approval Hearing.

14. The Court reserves the right to adjourn or continue the date of the Final Fairness and Final Approval Hearing and all dates provided for in the Settlement Agreement without further notice to the Class, and retains jurisdiction to consider all further applications arising out of or connected with the Class Settlement Agreement.

15. The Court sets the following deadlines relative to this matter:

3-17-25	Defendant shall provide Class Information to Administrator.
4-24-25	Administrator shall mail Class Notice to Class Members.
6-13-25	Class Deadline for Submission of Opt-Out Notices, Objections or Workweek Disputes.
6-30-25	Class Deadline for Submission of Opt-Out Notices, Objections or Workweek Disputes for Rемаiled Notices.
7-14-25	Deadline for Class Administrator to Submit Declaration of Compliance and Due Diligence.
7-17-25	Deadline for Class Counsel to file Motion for Final Approval and submit due diligence declaration from Administrator.
8-12-25	Final Fairness and Final Approval Hearing at 8:30 a.m. in Department 24

IT IS SO ORDERED.

DATED: 3/12/2025

  
HONORABLE SONNY S. SANDHU  
SUPERIOR COURT OF CALIFORNIA

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

On March 4, 2025, I served the following document(s) described as: **AMENDED [PROPOSED] ORDER GRANTING PLAINTIFF’S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action as follows:

<p>Christian J. Rowley Kerry Friedrichs SEYFARTH SHAW LLP 560 Mission Street, 31st Floor San Francisco, California 94105 <a href="mailto:crowley@seyfarth.com">crowley@seyfarth.com</a> <a href="mailto:kfriedrichs@seyfarth.com">kfriedrichs@seyfarth.com</a> <i>Attorneys for Defendant Kaiser Foundation Hospitals</i></p>	<p>Kristen M. Peters SEYFARTH SHAW LLP 2029 Century Park East, Suite 3500 Los Angeles, California 90067-3021 <a href="mailto:kmpeters@seyfarth.com">kmpeters@seyfarth.com</a> <i>Attorneys for Defendant Kaiser Foundation Hospitals</i></p>
---	--

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 4, 2025, at Los Angeles, California.

  
Erika Mejia