

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 <<\$estAmount>>.
- 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 June 13, 2025.
- 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	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. 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.
Object	Write to the Court about why you don’t agree with the Settlement.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement.

1. Why did I get this notice?

KFH’s records show that you currently work or previously worked for KFH 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 any 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 KFH. 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. KFH 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 12 on page 4.

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 <<workweeks>> 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 <<payperiods>> 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 <<\$estSettAmount>>.**

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 June 13, 2025 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:

Lefanty v. Kaiser Foundation Hospitals
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: 949-419-3446

Email: kaiserfoundationhospitalssettlement@cptgroup.com

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 August 12, 2025 at 8:30 a.m., 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 13 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 June 13, 2025 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:

Lefanty v. Kaiser Foundation Hospitals
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: 949-419-3446

Email: kaiserfoundationhospitalssettlement@cptgroup.com

The Request must be postmarked or faxed on or before June 13, 2025. 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.	CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC
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	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

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 KFHC 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 June 13, 2025. 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 August 12, 2025, at 8:30 a.m. in Department 24 of the Stanislaus County Superior Court, located at 801 10th Street, Modesto, CA 95354.

If you wish to submit a written objection please mail it to the Settlement Administrator at:

Lefanty v. Kaiser Foundation Hospitals
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: 949-419-3446
Email: kaiserfoundationhospitalssettlement@cptgroup.com

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 August 12, 2025 at 8:30 a.m. in Department 24 of the Stanislaus County Superior Court, located at 801 10th Street, Modesto, CA 95354. 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.cptgroupcaseinfo.com/kaiserfoundationhospitalsettlement. The pleadings and other records in this litigation are also available on the Stanislaus County Superior Court's website, at <https://www.stanislaus.courts.ca.gov/online-services>.

PLEASE DO NOT TELEPHONE THE COURT, THE OFFICE OF THE CLERK, KFH OR DEFENSE COUNSEL FOR INFORMATION REGARDING THIS PROPOSED SETTLEMENT.