# COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Godina v. Kaiser Foundation Hospitals, Los Angeles County Superior Court, Case No. 23STCV25366

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Kaiser Foundation Hospitals ("KFH") for alleged wage and hour violations. The Action was filed by KFH employees Lisa Howell, Bert Mercado, and Liliana Godina ("Plaintiffs") and seeks payment of wages, damages, and equitable relief for a class of nonexempt employees ("Class Members") who worked for KFH in California during the Relevant Time Period (defined as January 1, 2024 to December 31, 2024). The Settlement also includes an FLSA Subclass, composed of nonexempt employees who worked for KFH in California during the Relevant Time Period ("FLSA Subclass Members) and a Private Attorneys General Act ("PAGA") Subclass, composed of nonexempt employees who worked for KFH in California during the Relevant Time Period ("Aggrieved Employees").

The proposed Settlement is a Class Settlement requiring KFH to fund Individual Class Payments, Individual FLSA Payments, and Individual PAGA Payments (collectively, "Individual Settlement Shares").

Based on KFH's records, and the Parties' current assumptions, your Individual Class Payment is estimated to be \$«Est\_Individual\_Class\_Payment» (less withholding), your Individual FLSA Payment is estimated to be \$«Est\_Individual\_FLSA\_Payment», and your Individual PAGA Payment is estimated to be \$«Individual\_PAGA\_Payment». The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on KFH's records showing that **you worked «Class\_Workweeks» workweeks and «PAGA\_Pay\_Periods» pay periods** during the Relevant Time Period. If you believe that you worked more workweeks and/or pay periods during this period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires KFH to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against KFH.

If you worked for KFH during the Relevant Time Period you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Share. As a Participating Class Member, though, you will give up your right to assert Relevant Time Period wage claims against KFH.
- (2) Opt-Out of the Class Settlement. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment or

Individual FLSA Payment, but you will receive an Individual PAGA Payment. You will, however, preserve your right to personally pursue Relevant Time Period wage claims against KFH.

KFH will not retaliate against you for any actions you take with respect to the proposed Settlement.

## SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

| You Don't Have to Do           | If you do nothing, you will be a Participating Class Member,          |
|--------------------------------|---|
| Anything to Participate in     | eligible for an Individual Settlement Share. In exchange, you will    |
| the Settlement                 | give up your right to assert the wage claims against KFH that are     |
|                                | covered by this Settlement (Released Claims).                         |
|                                | (Teleasea Stanne)   |
| You Can Opt-out of the Class   | If you don't want to fully participate in the proposed Settlement,    |
| Settlement                     | you can opt-out of the Class Settlement by sending the                |
|                                | Administrator a written Request for Exclusion. Once excluded, you     |
| The Opt-out Deadline is        | will be a Non-Participating Class Member and no longer eligible       |
| <b>December 13, 2025. If a</b> | for an Individual Class Payment or an Individual FLSA Payment.        |
| Notice is returned as          | However, you will still receive an Individual PAGA Payment. Non-      |
| undeliverable and resent,      | Participating Class Members cannot object to any portion of the       |
| this deadline is extended by   | proposed Settlement. See Section 6 of this Notice.                    |
| 14 days.                       | 1 1   |
|                                | You cannot opt-out of the PAGA portion of the proposed                |
|                                | Settlement. KFH must pay Individual PAGA Payments to all              |
|                                | Aggrieved Employees and the Aggrieved Employees must give up          |
|                                | their rights to pursue claims covered by the PAGA Release             |
|                                | (defined below).  |
| Participating Class Members    | All Class Members who do not opt-out ("Participating Class            |
| Can Object to the Class        | Members") can object to any aspect of the proposed Settlement.        |
| Settlement                     | The Court's decision whether to finally approve the Settlement will   |
|                                | include a determination of how much will be paid to Class Counsel     |
| Written Objections Must be     | and Plaintiffs who pursued the Action on behalf of the Class. You     |
| Submitted by December 13,      | are not personally responsible for any payments to Class Counsel or   |
|                                | Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs     |
| as undeliverable and           | reduces the overall amount paid to Participating Class Members.       |
| resent, this deadline is       | You can object to the amounts requested by Class Counsel or           |
| extended by 14 days.           | Plaintiffs if you think they are unreasonable. See Section 7 of this  |
|                                | Notice.   |
|                                |   |
| You Can Participate in the     | The Court's Final Approval Hearing is scheduled to take place on      |
| April 9, 2026 Final            | April 9, 2026. at the Los Angeles County Superior Court, Spring       |
| Approval Hearing               | Street Courthouse, located at 312 North Spring Street, Los            |
| _                              | Angeles, CA 90012, in Department 11 before Judge David S.             |
|                                | Cunningham III. This hearing may change as explained below in         |
|                                | Section 8.  |
|                                |   |
|                                | You don't have to attend but you do have the right to appear (or hire |
|                                | an attorney to appear on your behalf at your own cost), in person,    |
|                                | by telephone or by using the Court's virtual appearance platform.     |

|  | Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.   |
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| You Can Challenge the<br>Calculation of Your<br>Workweeks and/or Pay<br>Periods                              | The amount of your Individual Class Payment depends on how many workweeks you worked at least one day as a nonexempt KFH employee in California during the Relevant Time Period ("Class Workweeks"). The amount of your Individual FLSA Payment depends on how many workweeks you worked at least one day as a   |
| Written Challenges Must<br>be Submitted by December<br>13, 2025. If a Notice is<br>returned as undeliverable | nonexempt KFH employee in California during the Relevant Time Period ("FLSA Subclass Workweeks"). The amount of your Individual PAGA Payment depends on how many pay periods you worked at least one day as a nonexempt KFH employee in California during the Relevant Time Period ("PAGA Pay Periods"). The number of Class Workweeks, FLSA Subclass Workweeks, and PAGA Pay Periods you worked according to KFH's records is stated on the first page of this Notice. If you disagree with these numbers, you must challenge them by 60 days after Notice is sent. See Section 4 of this Notice. |

#### 1. WHAT IS THE ACTION ABOUT?

Plaintiffs are KFH employees. The Action accuses KFH of violating California labor laws by failing to pay overtime wages, minimum wages, waiting time penalties, earned wages, reporting time pay, and split shift wages; violating California labor laws by failing to provide meal periods, rest periods, itemized wages statements, sick pay, and notice of paid sick time; violating California's Unfair Competition Law; and owing penalties under the Private Attorneys General Act ("PAGA"). Plaintiffs are represented by attorneys in the Action: Blumenthal Nordrehaug Bhowmik De Blouw LLP ("BNBD") and Haig B. Kazandjian Lawyers APC ("HBK") (collectively, "Class Counsel.")

KFH strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

#### 2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether KFH or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and KFH hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and KFH have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, KFH does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) KFH has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

#### 3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- 1. <u>KFH Will Pay \$7,000,000</u> as the Gross Settlement Amount (Gross Settlement). KFH has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual FLSA Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the Administrator's Expenses Payment. Assuming the Court grants Final Approval, KFH will fund the Gross Settlement not more than 25 calendar days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- 2. <u>Court Approved Deductions from Gross Settlement.</u> At the Final Approval Hearing, Plaintiffs and Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to \$2,333,333.33 (one-third (1/3) of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$50,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$30,000 (\$10,000 per Plaintiff) to Plaintiffs as Class Representative Service Payments for filing the Action, working with Class Counsel and representing the Class. Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments, Individual FLSA Payments, and Individual PAGA Payments.
  - C. Up to \$280,000 to the Administrator for services administering the Settlement.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. <u>Net Settlement Distributed to Class Members</u>. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments, Individual FLSA Payments, and Individual PAGA Payments to Participating Class Members based on their Class Workweeks, FLSA Subclass Workweeks, and PAGA Pay Periods.
- 4. Taxes Owed on Payments to Class Members. Plaintiffs and KFH are asking the Court to approve an allocation of one-third (1/3) of each Individual Class Payment and Individual FLSA Payment to taxable wages ("Wage Portion") and two-thirds (2/3) in equal portions to settlement of claims for interest and penalties ("Interest and Penalties Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (KFH will separately pay employer payroll taxes it owes on the Wage Portion.) The Administrator will report the Interest and Penalties Portion of the Individual Class Payments and the Individual FLSA Payments on IRS 1099 Forms. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms as well.

Although Plaintiffs and KFH have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. Each Class Member's Individual Settlement Share will be provided to them in a single check. The front of every check issued for Individual Settlement Shares will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money - https://www.sco.ca.gov/upd msg.html.

- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than 60 days after the Administrator mails this Notice, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline, which is **December 13, 2025**. (If a Notice is returned as undeliverable and resent, this deadline is extended by 14 days.) The Request for Exclusion should be a letter from a Class Member or their representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments or Individual FLSA Subclass Payments, but will receive Individual PAGA Payments, and will preserve their rights to personally pursue wage and hour claims against KFH.
- 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and KFH have agreed that, in either case, the Settlement will be void: KFH will not pay any money and Class Members will not release any claims against KFH.
- 8. <u>Administrator.</u> Plaintiffs and KFH have jointly selected ILYM Group (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Class Workweeks, FLSA Subclass Workweeks, and PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
- 9. Participating Class Members' Release. After the Judgment is final and KFH has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against KFH or related entities for wages based on the Relevant Time Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

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 rounding, grace periods, shift tolerance, 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, failure to provide suitable seating, 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, 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 lawsuits. The release shall run from January 1, 2024 through December 31, 2024. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Relevant Time Period. The release shall also 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).

The Participating FLSA Subclass Members will be bound by the following release:

FLSA Subclass Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and, as to those Class Members, the Released Claims include any and all wage and hour claims under the Fair Labor Standards Act, 29 U.S.C. section 201, et seq. of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory that was or reasonably could have been brought based on the facts alleged in any version of the complaints filed in the Action. The following language will be printed on the reverse of each check for their Individual Class Payment, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act ("FLSA") portion of the [Action], elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement." Only those FLSA Subclass Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into

the Action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims. This release excludes the release of claims not permitted by law.

The Participating Aggrieved Employees will be bound by the following release:

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 Action or PAGA Notices that arose during the Relevant Time 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.

### 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- 1. <u>Net Settlement Share.</u> The Administrator will calculate a Class Member's Individual Settlement Share by adding together a Class Member's Individual Class Payment, Individual FLSA Payment, and Individual PAGA Payment.
  - A. <u>Individual Class Payments.</u> The Administrator will calculate Individual Class Payments 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 Class Workweeks, divided by (ii) the total Class Workweeks of all Participating Class Members during the Relevant Time Period.
  - B. <u>Individual FLSA Payments.</u> The Administrator will calculate Individual FLSA Payments as follows: Each FLSA Subclass Member will be entitled to receive an amount, subject to any applicable employee payroll taxes, equal to a proportionate share of the FLSA Settlement Fund, calculated by (i) the number of the FLSA Subclass Member's FLSA Subclass Workweeks, divided by (ii) the total FLSA Subclass Workweeks of all FLSA Subclass Members during the Relevant Time Period. The FLSA Settlement Fund shall not exceed Two Hundred Thousand Dollars (\$200,000).
  - C. <u>Individual PAGA Payments.</u> \$125,000 has been allocated to the Individual PAGA Payments. The Individual PAGA Payments shall be paid to all Aggrieved Employees (regardless of whether they opt out of the Class) who worked for Defendant at any time during the Relevant Time Period, based on their proportional number of PAGA Pay Periods. The Administrator will calculate Individual PAGA Payments 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 PAGA Pay Periods worked during the Relevant Time Period in relation to the total PAGA Pay Periods worked by all Aggrieved Employees during the Relevant Time Period.
- 2. <u>Workweek and/or Pay Period Challenges</u>. The number of Class Workweeks, FLSA Subclass Workweeks, and PAGA Pay Periods you worked during the Relevant Time Period, as recorded in KFH's records, are stated in the first page of this Notice. You have until 60 days after this Notice is sent, and if a Notice is returned as undeliverable and resent, this deadline is extended by 14 days, to challenge the number of Class Workweeks, FLSA Workweeks, and/or PAGA Pay

Periods. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept KFH's calculation of Workweeks and Pay Periods based on KFH's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Class Workweek, FLSA Workweeks, and PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and KFH's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

#### 5. HOW WILL I GET PAID?

<u>Participating Class Members.</u> The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) containing their Individual Class Payment, Individual FLSA Payment, and Individual PAGA Payment. Non-Participating Class Members will receive, by U.S. mail, a single check containing their Individual PAGA Payment.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

#### 6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Godina, et al. vs. Kaiser Foundation Hospitals, et al.*, Case No. 23STCV25366, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by December 13, 2025** (if a Notice is returned as undeliverable and resent, this deadline is extended by 14 days), or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

#### 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and KFH are asking the Court to approve. At least 16 days before the April 9, 2026 Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website, www.ilymgroup.com/cases, or the Court's website, www.lacourt.org.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is December 13, 2025.** (If a Notice is

returned as undeliverable and resent, this deadline is extended by 14 days.) Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Godina*, et al. vs. Kaiser Foundation Hospitals, et al., Case No. 23STCV25366, and include your name, current address, telephone number, and approximate dates of employment for KFH and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

#### 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on April 9, 2026 at 9:00 a.m. in Department 11 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (https://www.lacourt.org/lacc/). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.ilymgroup.com/cases beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

#### 9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything KFH and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at **www.ilymgroup.com/HowellKaiserFoundation** where these documents will be posted as they are available. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to http://www.lacourt.org/casesummary/ui/index.aspx and entering the Case Number for the Action, Case No. 23STCV25366. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

# DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

#### Class Counsel:

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Telephone: (858) 551-1223 Facsimile: (858) 551-1232 norm@bamlawca.com kyle@bamlawca.com

### **Settlement Administrator:**

## **ILYM Group**

Email Address: claims@ilymgoup.com Address: P.O. Box 2031 | Tustin, CA 92781

Telephone: **855-725-6841** Fax Number: **888-845-6185** 

Settlement Website: www.ilymgroup.com/HowellKaiserFoundation

#### 10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds - https://www.sco.ca.gov/upd msg.html.

#### 11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

## Godina v. Kaiser Foundation Hospitals

c/o ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781

«ILYM\_ID QR Code»

ILYM ID: «ilym\_id» «PC» «first\_name» «last\_name» «Address\_1» «City», «state» «Zip\_Code»