

NOTICE OF SETTLEMENT OF CLASS ACTION

ISSUED BY ORDER OF THE SAN FRANCISCO SUPERIOR COURT

[SETTLEMENT ADMINISTRATOR]
[ADDRESS]
[TELEPHONE]

***** NOTICE *****

To Certain Current and Former Black or African-American Employees of Kaiser Foundation Health Plan, Inc., Kaiser Foundation Hospitals, The Permanente Medical Group, Inc., and Southern California Permanente Medical Group (together, “Kaiser-Related Entities” or “Defendants”)

Defendants’ records indicate that at some time between January 1, 2015 and March 31, 2021 (the “Class Period”), you worked for one or more of the Kaiser-Related Entities in California in a job that is covered by a proposed class action settlement (“Settlement”).

PLEASE READ THIS NOTICE CAREFULLY AND FULLY.

This Notice describes a proposed Class Action Settlement Agreement and related matters that may affect your legal rights, including how to seek an enhanced monetary award from the Settlement Fund or exclude yourself from the Settlement if you worked in a job that is covered by the Settlement.

1. INTRODUCTION

On April 22, 2021, a class action lawsuit was filed against Kaiser Foundation Health Plan, Inc., Kaiser Foundation Hospitals, The Permanente Medical Group, Inc., and Southern California Permanente Medical Group in the Superior Court of San Francisco County (the “Lawsuit” or “Action”). **This is not a lawsuit against you, and you are not being sued.** The Lawsuit was filed by Shelby Stewart, Charleta Dabrowski, Benedict Johnson, and Kenya Mayfield (the “Named Plaintiffs”) on behalf of themselves and a proposed class of certain Black or African-American employees of the Kaiser-Related Entities as defined below. The Lawsuit, *Stewart, et al. v. Kaiser Foundation Health Plan, Inc., et al.*, Case No. _____ makes claims for: (i) unequal pay based on race; (ii) disparate treatment and pattern and practice discrimination based on race with respect to all forms of compensation (including but not limited to hourly pay, overtime, premium pay, salary, bonus, and salary grades), raises, job assignments, job code placement, demotions, and denial of promotions; and (iii) disparate impact discrimination based on race with respect to all forms of compensation (including but not limited to hourly pay, overtime, premium pay, salary, bonus, and salary grades), raises, job assignments, job code placement, demotions, and denial of promotions. The Lawsuit alleges that these practices violated the following laws:

- Title VII of the Civil Rights Act, 42 U.S.C. § 2000e et seq. (“Title VII”) and Executive Order 11246
- 42 U.S.C. § 1981 (“Section 1981”)
- California Fair Employment and Housing Act, Cal. Gov. Code § 12940 et seq. (“FEHA”)
- California Equal Pay Act, as amended, Cal. Labor Code § 1197.5 (“California EPA”)
- California Unfair Competition Law, Cal. Bus. & Prof. Code section 17200, et seq. (“UCL”)
- California Private Attorneys General Act of 2004, Cal. Lab. Code section 2698, et seq. (“PAGA”)

The Kaiser-Related Entities deny all of the allegations in the Lawsuit and maintain that they have fully

complied with all applicable laws, rules and regulations at all times. The Court has not ruled on the merits of these claims, has made no findings of fault, and has not awarded damages.

The Named Plaintiffs have now reached an agreement with the Kaiser-Related Entities to settle the Lawsuit on behalf of themselves and the Settlement Class. This agreement is referred to as the “Class Settlement,” and is set forth in the Class and PAGA Settlement Agreement and Release (the “Agreement”) on file with the Clerk of the Superior Court for San Francisco County (the “Court”).

The Class Settlement is a compromise of disputed claims and is not an admission of liability on the part of the Kaiser-Related Entities or anyone else. The Parties have reached this Settlement in order to avoid the expense, risk, and uncertainty of further litigation.

The Court has granted preliminary approval of the Class Settlement, and the parties are now seeking final Court approval, which is required for the Class Settlement to become effective. Payments will be made only after the Court approves the Settlement and any appeals are resolved.

The Class Settlement provides for Settlement Class Members to receive compensation as described below under the heading “Individual Settlement Awards.” You have been identified as a member of the Settlement Class, which is why you are receiving this notice.

2. BACKGROUND OF THE CLASS SETTLEMENT

The parties and their attorneys have conducted investigations of the facts and law, including, among other things, the informal exchange of information and documents.

There has been no determination by any court as to the truth or validity of the factual or legal allegations made against the Kaiser-Related Entities in the Lawsuit.

The Named Plaintiffs and their counsel believe that the claims asserted in the Lawsuit have merit. However, they also recognize and acknowledge the expense and length of continued proceedings necessary to pursue the Lawsuit through trial and possible appeals. The Named Plaintiffs and their counsel have also taken into account the uncertainty of the outcome and the risk of litigation. Thus, the Named Plaintiffs and their counsel engaged in intensive arm’s length settlement negotiations with Kaiser-Related Entities and their attorneys, including in mediations overseen by a respected and experienced independent mediator. The Named Plaintiffs and their counsel believe that the Class Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class (defined below) and of each of the Named Plaintiffs.

The Kaiser-Related Entities believe that they support racial equity and disagree that the claims asserted in the Lawsuit have any merit. The Kaiser-Related Entities have denied and continue to deny all of the claims made by the Named Plaintiffs and all allegations of wrongdoing and liability. The Kaiser-Related Entities believe that they have valid defenses to Plaintiff’s and Class Members’ claims. However, the Kaiser-Related Entities believe that further litigation of this case would be protracted, expensive, and contrary to its best interests, especially since they would prefer to use their financial resources to advance equity than to pay legal fees. By agreeing to settle, the Kaiser-Related Entities are not admitting liability as to any of the factual or legal allegations in the lawsuit, or that the lawsuit should proceed as a class or representative action. The Kaiser-Related Entities have agreed to settle the case as part of a compromise with Plaintiff and Class Counsel to avoid the costs of additional litigation. The Kaiser-Related Entities support this Settlement and believe that it is the best way to resolve the Lawsuit while minimizing further expenditures that are not tied to its mission.

3. THE PROPOSED CLASS SETTLEMENT

Without admitting any wrongdoing, the Kaiser-Related Entities have agreed to pay a Gross Settlement Amount of Eleven Million Five Hundred Four Thousand Seven Hundred Fifty-Nine Dollars (\$11,504,759), inclusive of all costs of administration, payments of individual monetary awards to Settlement Class Members (“Individual Settlement Awards”), any service awards to the Named Plaintiffs, attorneys’ fees and costs for Plaintiffs’ counsel, and other expenses, to resolve pay and promotion discrimination claims for the Settlement Class, as stated in the release provisions of the Agreement and summarized below.

The Kaiser-Related Entities also have agreed to certain business practices as summarized below. A comprehensive list of these practices can be found in Exhibit B to the Settlement Agreement. The complete terms of the proposed Class Settlement are stated in the Agreement, a copy of which is available at the following website: [INSERT SETTLEMENT ADMINISTRATOR’S CASE WEBSITE].

The following is a summary of the Class Settlement provisions.

4. INDIVIDUAL SETTLEMENT AWARDS

Under the terms of the proposed Class Settlement, all Settlement Class Members will automatically receive an Individual Settlement Award if they do not opt out of the Class Settlement. In addition, Settlement Class Members may submit Enhancement Claim Forms to seek additional (enhanced) money under the Settlement. Class Members who opt out of the Class Settlement by following the procedure described below will not receive an Individual Settlement Award. Information about how to submit an Enhancement Claim Form or how to opt out of the Class Settlement is listed below in Section 12.

Individual Settlement Awards will come from the Settlement Award Fund, the amount remaining after the following line items are deducted from the (\$11,504,759 plus interest) Settlement Fund, subject to Court approval: \$45,000 for the cost of administering this Class Settlement, up to (\$3,451,427.70) in attorneys’ fees, up to \$65,000 in reimbursement of costs incurred to litigate this case, \$86,285.70 to the State of California, a \$50,000 contingency fund, and up to \$255,000 in service awards to the Named Plaintiffs for their efforts in this Lawsuit (“Settlement Award Fund”). In other words, after offsets the minimum Settlement Award Fund is \$7,552,045.60.

Individual Settlement Awards will be paid automatically by dividing the Settlement Award Fund among Settlement Class Members according to a formula approved by the Court. This formula fairly calculates each Settlement Class Member’s share of the Settlement Award Fund based on the Settlement Class Member’s weeks worked in a job covered by the Settlement during the 325-week Class Period (i.e., January 1, 2015 through March 31, 2021), the Settlement Class Member’s annual base salary rate for each of those weeks worked, whether the Settlement Class Member was classified as exempt or non-exempt during those weeks, and whether the Settlement Class Member submits the Enhancement Claim Form, seeking an enhanced award based on alleged denial(s) of promotion. Based on information in Defendants’ records, between January 1, 2015, and March 31, 2021, you worked ___ weeks in an exempt covered position and/or ___ weeks in a non-exempt covered position. If you believe the information regarding your weeks worked in a covered position during the 325-week Class Period is not accurate, please contact [name/entity] at ### by __, 2021 [45 days after mailing Notice].

The Settlement Administrator will add the value of each column above (the total Individual Pay Variable + the Individual Promotion Variable, if any) to get your Total Individual Variable. The average Individual Settlement Award, prior to tax withholdings, will be \$■ for exempt Settlement Class Members, and \$■ for non-exempt Settlement Class Members. More information about the requested attorneys’ fees and costs and the Named

Plaintiffs' service awards is included in Section 11 below.

The Settlement formula used by the Settlement Administrator to calculate each Settlement Class Member's Total Individual Variable will be as follows:

Calculating Individual Settlement Class Member Variable		
Automatic Individual Pay Variable (no claim form needed)		Optional Individual Promotion Enhancement Variable (only if Enhancement Claim Form submitted)
For Non-Exempt Weeks (if any):	For Exempt Weeks (if any):	For Both Exempt and Non-Exempt Weeks:
Multiply your annual base salary in non-exempt jobs by the number of non-exempt weeks worked in jobs covered by the Settlement Class definition (see Section 10 below) from January 1, 2015 through March 31, 2021	Multiply your annual base salary in exempt jobs by the number of exempt weeks worked in jobs covered by the Settlement Class definition (see Section 10 below) from January 1, 2015 through March 31, 2021, and multiply this number by seven (7)	You will be eligible to have your Individual Settlement Award enhanced by 10% if you complete and check the "Yes" box on the Enhancement Claim Form

5. TAX INFORMATION

Please note that 33.33 percent of your Individual Settlement Award will be reported as wages on an IRS Form W-2 with all appropriate wage taxes withheld. The remaining 66.67 percent of your Individual Settlement Award will be reported as non-wage income on an IRS Form 1099. Class Counsel are not tax advisors and cannot give you advice on any tax matters. You are responsible for your own taxes. You should consult a tax professional for more information about your own specific situation.

Any Individual Settlement Award checks not cashed after ninety (90) days from the date of their issuance shall be void. If more than \$100,000 of the Individual Settlement Awards remain uncashed 90 days after mailing, there will be a second distribution to those Settlement Class Members who cashed their Individual Settlement Award checks (their second Individual Settlement Award check). If less than \$100,000 of the Individual Settlement Awards are uncashed, or any of the second Individual Settlement Award checks are uncashed, any Individual Settlement Award checks that remain uncashed after 90 days will be voided, and the funds from all uncashed checks shall be donated to the non-profit organization, Equal Justice Society. Any Settlement Class Members whose Individual Settlement Award check(s) are voided still remain bound by the Settlement.

6. NO EFFECT ON EMPLOYEE BENEFIT PLANS

Neither the Class Settlement nor any amounts paid under the Class Settlement will modify any previously credited hours of service under any employee benefit plan, policy, or program, nor will such amount form the basis for additional contributions to, benefits under, or any other monetary entitlement under any benefit plans, policies, or programs.

7. BUSINESS PRACTICES

The Kaiser-Related Entities have also agreed to be bound by the Settlement for a period of three years and have agreed to certain business practices for jobs covered by the Settlement in the Administrative Support and Consulting Services job families. A comprehensive list of these practices can be found in Exhibit B to the

Settlement Agreement, which can be read in full at [\[SETTLEMENT ADMINISTRATOR'S website\]](#), and will encompass, but are not limited to:

- The retention of an Independent expert, chosen by all of the Parties, to conduct a validated job analysis of the jobs within the Settlement Class. This review will be completed within one year after the Effective Date of the Settlement. The intention of this project is to ensure pay equity in jobs in which the work performed is substantially similar and to help clarify career ladders and job progression in jobs within the Settlement Class. This career development work includes using job analysis output to identify career tracks and develop career guides and developmental resource guides within 18 months of the date of the Effective Date of the Settlement;
- The retention of an independent expert to conduct an annual equity analysis of base pay, incentive pay, and merit increases for three years to ensure persons who perform substantially similar work are being paid equitably and that persons who receive the same performance ratings receive equitable awards. Pay will be remediated within three months of completion of the equity analysis;
- The retention of an independent expert to conduct annual statistical analyses of promotion data for disparate impact for three years;
- The appointment of an internal Compliance Officer who will be responsible for ensuring the timely implementation of these business practices as well as external reporting to Class Counsel as required by the Settlement;
- The retention of an independent Human Resources expert to review and guide programs on leadership development and building a diverse bench, as well as evaluating existing mentorship programs designed to support managers from historically underrepresented groups in the Administrative Support and Consulting Services job families;
- The development and implementation of revised mandatory training programs, which will be informed in part by information developed through the job analyses project, on relevant topics such as anti-harassment, equal employment opportunity, and unconscious bias. Upstander Intervention training will be made available to all of the Kaiser-Related Entities' California non-union employees and required for all NEID employees and HR VPs, Director HRBPs, HRBPs, and HR Consultants in California not on an approved leave;
- Defendant KFHP will increase and maintain the number of people who conduct EEO investigations to total at least fifteen (15) investigators. Investigators in the EEO unit also will participate in a more in-depth de-biasing training (to be agreed to by the parties) than is offered generally to the organization. The internal Compliance Officer will conduct an annual audit of complaint logs for trends and potential repeat issues with certain managers or within certain parts of the organization.

8. RELEASES

When the Court enters an Order granting Final Approval of the Class Settlement, every member of the Settlement Class who has not validly exercised their right to opt out of the Class Settlement will fully and forever release pay and promotion discrimination claims against the Kaiser-Related Entities and all other Released Parties as described in the Agreement arising at any time on or before March 31, 2021. When claims are “released” it means that a person covered by the release cannot sue the Kaiser-Related Entities or the Released Parties for these claims.

A brief summary of the claims being released is listed below. The full terms of release are set forth in Section VI of the Settlement Agreement. You may obtain a copy of the Settlement Agreement at the Settlement website: [\[SETTLEMENT ADMINISTRATOR'S website\]](#).

Class Members who do not timely opt out will release all of the following claims upon the Effective Date of the Settlement Agreement: Except as to such rights or claims as may be created by this Agreement, each Member of the Settlement Class (including Named Plaintiffs) who does not properly and timely opt out of this Settlement will be deemed Settlement Class Members under the federal and state discrimination laws invoked in the Action, and will fully release and be deemed to have released and fully and finally resolved, waived, and discharged, for themselves and their attorneys, agents, spouses, heirs, executors, administrators, dependents, successors, and assignees (the "Class Member Releasers"), all claims, demands, causes of action, and liabilities, known and unknown, that they had, have, or may have at any time up through March 31, 2021, under any legal or equitable theory, whether contractual, common-law, or statutory, and whether under federal, state, local, or foreign law against Defendants, any of the organizations participating in the Kaiser Permanente Medical Care Program ("The Program") (including, but not limited to Kaiser Foundation Health Plan, Inc., Kaiser Foundation Hospitals, The Permanente Medical Group, Inc. and Southern California Permanente Medical Group), and each such entity's respective affiliates, subsidiaries, parent companies, related companies, partners, officers, directors, managers, servants, agents, employees, former employees, representatives, attorneys, insurers, successors, and assigns, past or present, and all persons acting under, by, through, or in concert with any of them (collectively, the "Released Parties"), based on any facts alleged, or on claims or theories raised or that could have been raised based on facts alleged in this Action, the Complaint, and any prior version of the Complaint filed in this Action relating to race discrimination in pay or promotion, or any alleged denial of equal pay based on race. The rights and claims released (collectively, the "Released Claims") include: (i) claims for unequal pay based on race, and (ii) claims for disparate treatment and pattern and practice discrimination based on race with respect to all forms of compensation (including but not limited to hourly pay, overtime, premium pay, salary, bonus, and salary grades), raises, job assignments, job code placement, demotions, and denial of promotions, and (iii) claims for disparate impact discrimination based on race with respect to all forms of compensation (including but not limited to hourly pay, overtime, premium pay, salary, bonus, and salary grades), raises, job assignments, job code placement, demotions, and denial of promotions. The Settlement Class shall release all claims and theories that could be pleaded for the facts alleged, including under the following laws and their implementing regulations: (i) Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§2000e, et seq., Executive Order 11246, and 42 U.S.C. § 1981; and (ii) the California Fair Employment and Housing Act, Cal. Gov. Code § 12940 et seq., the California Equal Pay Act, as amended, Cal. Lab. Code §1197.5, the California's Business & Professions Code §17200, et seq., and the California Private Attorneys General Act of 2004, Cal. Lab. Code §§2698-2699.

9. PAYMENT TO CALIFORNIA'S LABOR WORKFORCE DEVELOPMENT AGENCY

California's Labor Code Private Attorneys General Act of 2004 ("PAGA") allows private citizens to step into the state's shoes and recover civil penalties for violations of California's Labor Code. Seventy-five percent (75%) of any such PAGA recovery must be given to the state. In the present case, the Settlement provides that \$86,285.70 be paid to the state as its share of the alleged penalties recovered in this case. If the Court awards less than this amount, the difference will be distributed to Class Members as part of the Settlement.

10. THE SETTLEMENT CLASS

Solely for purposes of this Class Settlement, the Parties have agreed to the certification of the following Settlement Class: Black or African-American employees employed full-time by Kaiser Foundation Health Plan, Inc., Kaiser Foundation Hospitals, The Permanente Medical Group, Inc., or Southern California Permanente

Medical Group in California in a Covered Position in any of the following Regions at any time between January 1, 2015 and March 31, 2021: Northern California (NCAL); Southern California (SCAL); California locations of the Program Offices Region; and California locations of the KP-IT Region. A “Covered Position” means a full-time occupied, exempt or non-exempt, non-union, non-clinical, Director-level or below job in the Administrative Support or Consulting Services job families listed in Appendix 1 to the Settlement Agreement. This excludes Intern and Student Temporary jobs in the Administrative Support or Consulting Services job families.

You have received this Notice, and are therefore affected by this Settlement, because Defendants’ records indicate that you are a Settlement Class Member.

11. ATTORNEYS’ FEES AND COSTS, SETTLEMENT ADMINISTRATOR COSTS, AND CLASS REPRESENTATIVES’ SERVICE AWARDS

Class Members are not personally liable for any fees and costs. Counsel for the Named Plaintiffs and the Settlement Class (“Class Counsel”) are the firms Medina Orthwein LLP and Lieff Cabraser Heimann & Bernstein, LLP. As is routine in class action cases, Class Counsel will request to be paid a sum for all past and future attorneys’ fees, costs, and expenses in an amount to be determined by the Court. Class Counsel undertook this litigation on a contingent fee basis and, under the terms of the Class Settlement, may seek attorneys’ fees in an amount up to 30% of the Settlement Sum, without opposition from the Kaiser-Related Entities. In addition, Class Counsel will seek reimbursement for out-of-pocket expenditures (“Class Counsel Costs”). The Court will determine the actual amount of the fees and costs awarded.

Class Counsel and counsel for the Defendants have designated a Settlement Administrator, to provide notice to the Settlement Class and administer the Settlement, including distributing Individual Settlement Awards. JND Legal Administration has been selected as the Settlement Administrator and approved by the Court. The maximum cost amount to administer the settlement is \$45,000.

In class actions, the Court may provide the Named Plaintiffs a “Service Award” in recognition of the time, effort, and risks the Named Plaintiffs took to prosecute the case that is in addition to any individual settlement award. In this case, Class Counsel will apply for Shelby Stewart to receive a service award of up to \$75,000 and for each remaining Named Plaintiff to receive a service award of up to \$60,000, subject to Court approval. The Court will determine the actual amount to be awarded. Any Court-awarded Service Award will be paid from the Settlement Sum.

12. YOUR LEGAL RIGHTS AND OPTIONS

OPTION A	Do Nothing	Stay in this Lawsuit, receive money allocated under the Settlement automatically as described in Sections 4 above and 12(a) below. Receive no enhancement.
OPTION B	Submit an Enhancement Claim Form Before __, 2021 [45 days after mailing Notice] and Receive an enhanced Individual Settlement Award, if, if determined eligible.	Stay in this Lawsuit, receive money for a Pay Claim Award allocated under the Settlement automatically, with 10% enhancement if you are determined to be eligible for a Promotion Claim Award based on your Enhancement Claim Form, as described in Sections 4 above and 12(b) below.
OPTION C	Request to be Excluded from the Settlement	Ask to be excluded from the monetary relief provisions of this Settlement (opt out) by __, 2021

		[45 days after mailing Notice]. Receive no money from the Settlement Fund. Keep any rights you might have to file your own lawsuit for the same claims. See Section 12(c) below.
OPTION D	Object to the Terms of the Settlement	Unless you exclude yourself, you may file an objection that the Settlement is unfair or inadequate by __, 2021 [45 days after mailing Notice]. See Section 12(d) below.

OPTION A: DO NOTHING

You do not have to do anything to stay in the Lawsuit and receive money under the Settlement. If you do nothing, your award will be calculated automatically under the formula described in Section 4, above. You do not have to appear in court. You will also release your covered claims against the Kaiser-Related Entities and the Released Parties, unless you request to be excluded from the Settlement. If you are a current employee or become reemployed, you will receive the benefits of the business practices described in the Class Settlement. See Exhibit B to the Agreement for more information. The Court will hold the Final Approval Hearing (see Section 13 below) and you, as a Settlement Class Member, will be represented by Class Counsel at no cost.

OPTION B: SUBMIT AN ENHANCEMENT CLAIM FORM TO BE ELIGIBLE FOR AN ENHANCED INDIVIDUAL SETTLEMENT AWARD

A “Promotion Claim Award” will be available to Settlement Class Members who submit additional information regarding any alleged promotion denials via their Enhancement Claim Form, which is subject to review by the Settlement Administrator, based on information provided by the Settlement Class Member in the Enhancement Claim Form concerning any alleged promotion denials. In order to be eligible to receive this enhanced Individual Settlement Award from the Settlement Fund, you must complete the Enhancement Claim Form either online (at the Settlement Administrator’s website) or by mail using the form attached to this Notice, and return it to the Settlement Administrator postmarked or filed on-line by no later than _____, 2021 [45 days after mailing Notice]. As indicated on the form, Enhancement Claim Forms can be mailed to: [insert address] or submitted online to [insert Settlement Administrator’s website]. If you are determined to be eligible for a Promotion Claim Award based on the information in your Enhancement Claim Form, you will receive a 10% enhancement on your automatic Individual Settlement Award. Whether or not you submit an Enhancement Claim Form, you will receive an automatic Individual Settlement Award under the Settlement as described in Sections 4 and 12(a) above, unless you request to be excluded from the Settlement, and all Released Claims (defined in the Agreement) that you may have up through the date of March 31, 2021, against the Kaiser-Related Entities and all Released Parties (defined in the Agreement), will be barred by this Class Settlement.

OPTION C: REQUEST TO BE EXCLUDED FROM THE SETTLEMENT

If you wish to be excluded from the money payments of the Settlement, you must mail or email a written, personally signed (in ink) statement that you are opting out (“Opt-Out Statement”) to the Settlement Administrator at: [address] or [email address]. The Opt-Out Statement must be physically signed by you, must contain your full name, address, and telephone number. It must also contain the words: “I elect to exclude myself from the Settlement in *Stewart v. Kaiser Entities*. That means I will not be entitled to any money under the Settlement. I will be covered and bound by the business changes provided by the Settlement.” **To be effective, your Opt-Out Statement must be postmarked or emailed no later than [date].** If you do not complete and timely mail a valid Opt-Out Statement, you will be bound by all terms and conditions of the Settlement, including its release of claims, and you will give up your rights to sue the Kaiser-Related Entities and the Released Parties on your own regarding the legal claims brought and released in this Action.

Alternatively, if you submit a timely and valid Opt-Out Statement, you will not receive any money from the Settlement, but you will retain the right to bring your own separate lawsuit. You also will not have the right to object to the Settlement or participate in the Final Approval Hearing.

OPTION D: OBJECT TO THE SETTLEMENT

If you believe the Settlement is unfair or inadequate, you may object, personally or through an attorney, by mailing or emailing a copy of your objection to the Settlement Administrator at the address set forth above in Section 12(c). You will be solely responsible for the fees and costs of your own attorney.

You cannot both object to the Settlement and request to exclude yourself from the Settlement. If you wish to object to the Settlement, you must mail or email a personally signed (in ink) written statement to the Settlement Administrator that contains your full name, address and telephone number. Your objection must be physically signed by you, must indicate that you object to the Settlement in *Stewart v. Kaiser Entities*, and must contain a written statement of all grounds for your objection, and all the facts or law supporting your objection, if any. **To be effective, your objection must be postmarked or emailed no later than _____, 2021 [45 days after mailing Notice]**. Please do not telephone the Court or the Kaiser-Related Entities' counsel about the substance of objections. If you do not make and serve written objections within the time and in the manner provided above, you will be deemed to have waived such objections and will not be permitted to make any objections (by appeal or otherwise) to the Class Settlement.

If you or your lawyer wish to appear at the Final Approval Hearing, you (and your lawyer, if any) must file with the Clerk of the Court a written Notice of Intention to Appear at the Final Approval Hearing ("Notice of Intention to Appear") no later than _____, 2021 [45 days after mailing Notice]. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that you or your lawyer will present to the Court in connection with the Fairness Hearing. You also must serve a copy of the Notice of Intention to Appear, together with copies of all papers, exhibits, and other evidence upon Class Counsel at the address or the email addresses set forth below and Defendants' counsel at the address or the email addresses set forth in below. If you hire your own lawyer, you are responsible for paying for that lawyer.

You are not required to appear in Court. But if you intend to appear and speak, please follow the above instructions to send your Notice of Intention to Appear by mail or email to all of the following:

The Court: Hon. [name]
San Francisco County Superior Court
400 McAllister Street
San Francisco, California 94102
[email]

Class Counsel:	Medina Orthwein LLP 230 Grand Avenue, Suite 201 Oakland, California 94610 Telephone: (510) 823-2040 [email]	Lieff, Cabraser Heimann & Bernstein LLP 275 Battery Street, 29 th Floor San Francisco, CA 94111 Telephone: (415) 956-1000 kdermody@LCHB.com ; jdafa@LCHB.com
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Defendants' Counsel: GBG LLP
633 West 5th Street, Suite 3330
Los Angeles, CA 90071
Telephone: (213) 358-2814
heathermorgan@gbgllp.com; amandabolliger@gbgllp.com

If the Court rejects your objection, you will still be bound by the terms of the Settlement. You will not be able to exclude yourself from the Settlement.

13. NOTICE OF HEARING ON FINAL APPROVAL OF SETTLEMENT

The Court will hold a Fairness Hearing before the Honorable [JUDGE] on [DATE] at [TIME] in Department [NUMBER] of the San Francisco County Superior Court, located at 400 McAllister Street, San Francisco, CA 94102, to determine whether the proposed Class Settlement is fair, reasonable, and adequate, and should be finally approved by the Court. At that time, the Court will also decide whether to approve Class Counsel's request for attorneys' fees and reimbursement of costs, and the Class Representative Service Awards. Class Counsel's motion for approval of attorneys' fees and reimbursement of costs must be filed by [DATE]. The Court may postpone the hearing without further notification to the Class. You may also wish to refer to the Court's website [insert] to review any instructions from the Court for the hearing due to COVID-19.

It is not necessary for you to appear at this hearing.

If the Settlement is not approved, the Lawsuit will continue to be prepared for a class certification hearing, trial, or other judicial resolution.

14. EXAMINATION OF PAPERS AND FREQUENTLY ASKED QUESTIONS

The foregoing is only a summary of the Lawsuit and the Class Settlement and does not purport to be comprehensive. For a more detailed statement of the matters involved in the Lawsuit and the Class Settlement, you may refer to the pleadings, the Agreement, and other papers filed in the Lawsuit. Key documents may be located on the case website at [SETTLEMENT ADMINISTRATOR'S website], or may be inspected at the Office of the Clerk of the San Francisco County Superior Court, located at 400 McAllister Street, San Francisco, CA 94102, during the Court's regular business hours of each court day (8:30 a.m. to 12:30 p.m.).

All inquiries by Settlement Class Members about the Class Settlement should be directed to the Settlement Administrator, [NAME, ADDRESS, PHONE, EMAIL] or you may contact Class Counsel, listed above in Section 12.

You may also consult [SETTLEMENT ADMINISTRATOR'S website] for court papers and answers to frequently asked questions.

PLEASE DO NOT TELEPHONE OR OTHERWISE WRITE THE KAISER-RELATED ENTITIES, DEFENDANTS' COUNSEL, THE CLERK OF THE COURT, OR THE JUDGE WITH INQUIRIES ABOUT THE CLASS SETTLEMENT.