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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

LILIANA GODINA, LISA HOWELL, and BERT MERCADO, individually, and on behalf of all persons similarly situated,

Plaintiff,

vs.

KAISER FOUNDATION HOSPITALS, a California non-profit corporation, and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 23STCV25366

[*REVISED* ~~PROPOSED~~] PRELIMINARY APPROVAL ORDER

Hearing Date: September 9, 2025
Hearing Time: 9:00 a.m.

Judge: Hon. David S. Cunningham III
Dept: SS-11

Date Filed: October 17, 2023
Trial Date: Not set

This matter came before the Honorable David S. Cunningham III of the Superior Court of the State of California, in and for the County Los Angeles, on September 8, 2025 and September

9, 2025, for hearing on the unopposed motion by Plaintiffs Lisa Howell, Bert Mercado, and Liliana Godina ("Plaintiffs") for preliminary approval of the Settlement with Defendant Kaiser Foundation Hospitals ("Defendant"). The Court, having considered the briefs, argument of counsel and all matters presented to the Court and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

IT IS HEREBY ORDERED:

1. The Court preliminarily approves the First Amended Class and Representative Action Settlement Agreement ("Agreement") attached as Exhibit #1 to the Supplemental Declaration of Kyle Nordrehaug in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. This is based on the Court's determination that the Settlement set forth in the Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

2. This Order incorporates by reference the definitions in and the terms of the Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

3. The Gross Settlement Amount that Defendant shall pay is Seven Million Dollars ($7,000,000). It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation and the potential risks relating to certification, liability and damages issues to both Class Members and Defendant, and the delays which would ensue from continued prosecution of the action. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. It further appears that the Settlement has been reached as the result of serious and non-collusive, arm's-length negotiations.

4. The Court preliminarily finds that the Settlement appears to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class is fair, adequate, and reasonable when balanced against the probable outcome of further litigation and the potential risks relating to certification, liability, and damages issues to both Class Members and Defendant, and the delays which would ensue from continued prosecution of the action.

5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed $50,000, and proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed $10,000 each. The Court preliminarily finds that service awards be reduced to $7,500 each. The Court will not finally approve the amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing. Plaintiffs will be required to present evidence supporting these requests, including lodestar, prior to final approval.

6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to representative treatment, collective treatment, and certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the Class and the collective, which consist of all non-exempt persons who were employed by Defendant in the State of California at any time between January 1, 2024 and December 31, 2024.

7. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d) the Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a

class action is superior to other available methods for the efficient adjudication of this controversy; and (f) counsel for the Class is qualified to act as Class Counsel and the Plaintiffs are adequate representatives of the Class.

8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP and Haig B. Kazandjian Lawyers APC as Class Counsel for the Class.

9. The Agreement provides for a PAGA Penalties out of the Gross Settlement Amount of $500,000, which shall be allocated $375,000 to the Labor & Workforce Development Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and $125,000 to the Aggrieved Employees. "Aggrieved Employees" are all non-exempt persons who were employed by Defendant in the State of California at any time during the PAGA Period (January 1, 2024 through December 31, 2024). Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA will be provided notice of the Agreement and these settlement terms. The Court finds the PAGA Penalties to be reasonable.

10. The Court hereby approves, as to form and content, the Class Notice attached to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately inform the Class of all material elements of the proposed Settlement, of the Class Members' right to be excluded from the Class by submitting a written opt-out request, and of each member's right and opportunity to object to the Settlement. The Court further finds that the distribution of the Class Notice substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class Notice is returned because of an incorrect address, the Administrator will promptly search for a more current address for the Class Member and re-mail the Class Notice Packet to any new address for the Class Member no later than five business days after the receipt of the undelivered Class Notice.

11. The Court hereby appoints ILYM Group, Inc. as the Administrator. No later than fifteen (15) business days after this Order, Defendant will provide the Class Data to the Administrator. The Administrator will perform address updates and verifications as necessary prior to the first mailing. Using best efforts to mail it as soon as possible, and in no event later than twenty-five (25) business days after this Order, the Administrator will mail the Class Notice Packet to all Class Members via first-class regular U.S. Mail to their last known address.

12. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt out of and be excluded from the Class as provided in the Class Notice by following the instructions for requesting exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be postmarked or received no later than sixty (60) calendar days after the date of the mailing of the Class Notice ("Response Deadline"). If a Class Notice is re-mailed, the Response Deadline for requests for exclusion will be extended an additional fourteen (14) days. A Request for Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice. Any such person who chooses to opt out of and be excluded from the Class will not be entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal or comment thereon. However, they will still receive an Individual PAGA Payment, as set forth in the Agreement. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a group, class, or subclass of individuals is not permitted and will be deemed invalid.

13. Any Class Member who has not opted out may appear at the final approval hearing and may object or express the Member's views regarding the Settlement 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. Class Members will have until the Response Deadline to submit their written objections to the Administrator. Written objections may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class

Notice Packet is re-mailed, the Response Deadline for written objections will be extended an additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection.

14. A final approval hearing shall be held before this Court on April 9, 2026 at 9:00 a.m. in Department 11 at the Spring Street Courthouse of the Los Angeles County Superior Court to hear the motion for final approval and for attorneys' fees and costs, and to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether the Final Approval Order and Judgment should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and costs, service awards, and the fees and expenses of the Administrator. All papers in support of the motion for final approval shall be filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing and the motion shall be heard at this final approval hearing.

15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendant in any way that the claims asserted have any merit or that this Action was properly brought as a class or representative action, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage.

16. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action. In such an event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Agreement with respect to the effect of the Agreement if it is not approved.

17. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

Dated: 09/09/2025

HON. DAVID S. CUNNINGHAM III
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA