

IMPORTANT LEGAL NOTICE

UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF CALIFORNIA

DONNA LOUIE, an individual, VALERIE)
STRINGER, an individual, MARK STEELE, an)
individual, and DAN ROYSE, an individual,)
JULIE TEAGUE, an individual, and)
JERAHMEEL CAPISTRANO, on behalf of)
themselves, and on behalf of all persons)
similarly situated,,)

Plaintiffs,)

v.)

KAISER FOUNDATION HEALTH PLAN,)
INC., a California Corporation, and DOES 1 to)
10, inclusive,)

Defendants.)

Case No. 08 CV 0795 IEG RBB

**NOTICE OF CLASS ACTION
SETTLEMENT AND SETTLEMENT
HEARING – CLAIM FORM ATTACHED**

TO: ALL PERSONS WHO, AT ANY TIME BETWEEN OCTOBER 4, 2003 AND OCTOBER 6, 2008 OF THE SETTLEMENT, WORKED FOR KAISER FOUNDATION HEALTH PLAN, INC. IN CALIFORNIA IN CONNECTION WITH KP HEALTHCONNECT IN THE POSITIONS OF PRODUCT SPECIALIST, BUSINESS APPLICATION COORDINATOR (“BAC”) OR SITE SUPPORT SPECIALIST.

PLEASE READ THIS NOTICE CAREFULLY.

THIS NOTICE MAY AFFECT YOUR RIGHTS.

YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT, BUT ONLY IF YOU COMPLETE AND RETURN THE ATTACHED CLAIM FORM WITH A POSTMARK DATE ON OR BEFORE DECEMBER 10, 2008.

YOU ARE HEREBY NOTIFIED that a proposed settlement (“Settlement”) of the above-captioned class action (“Action”) filed with the United States District Court for the Southern District of California has been reached by the Parties and has been granted preliminary approval by the Court supervising the Action. The purpose of this Notice is to describe the Action, to inform you of the terms of the proposed Settlement, and to inform you of your rights and options in connection with the proposed Settlement. The proposed Settlement will resolve all claims in the above-captioned arbitration and state court case. A Final Approval Hearing will be held on February 2, 2009, to determine whether the Settlement should be granted final approval.

Because your rights may be affected, it is extremely important that you read this Notice carefully. You must file a claim which is postmarked, if mailed, or which is received by the Settlement Administrator on or before December 10, 2008, if delivered by means other than mail, to participate in the Settlement. If you fail to file a timely claim, you will receive nothing under the Settlement and your claim will be barred.

WHY SHOULD I READ THIS NOTICE?

2. If you received the Notice, it is because it is believed that you worked for Kaiser as a Product Specialist, BAC, or Site Support Specialist in the state of California during the period from October 4, 2003 to October 6, 2008 and may therefore be a Class Member. If that is correct, then the information contained in this Notice affects your legal rights. You should read this Notice because you may be entitled to money under the Settlement.

WHAT IS A CLASS ACTION?

3. A class action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. Representative Plaintiffs, also known as "class representatives," assert claims on behalf of the entire class. This avoids the necessity for a large number of individual lawsuits and enables the court to resolve similar claims efficiently. In a class action, the court supervises the prosecution of class claims by class counsel to insure fairness.

PURPOSE OF THIS NOTICE

4. The Court has ordered that this Notice be sent to you because you may be a Class Member. The purpose of this Notice is to inform you of the proposed Settlement of this class action and your potential rights in regard to it.

SUMMARY OF LITIGATION

5. On October 4, 2007, Valerie Stringer filed a complaint in Alameda Superior Court entitled Valerie Stringer v. Kaiser Permanente, et. al., Case No. RG 07349734. Stinger alleged wage and hour claims on behalf of an alleged class of Product Specialists and BACs. On November 13, 2007, Plaintiffs Mark Steele, Dan Royse, Julie Teague, and Jerahmeel Capistrano filed a similar complaint on behalf of the same alleged in the U.S. District Court for the Northern District of California entitled Mark Steele v. Kaiser Foundation Health Plan, Inc., Case No. 3:07-cv-05743. On May 1, 2008, Donna Louie, filed a complaint in the U.S. District Court for the Southern District of California entitled Donna Louie v. Kaiser Foundation Health Plan, Inc., Case No. 08 CV 0795 IEG RBB. Louie alleged similar claims, but on behalf of a class of Site Support Specialists who worked on the KP Health Connect project in California and also allegedly had been misclassified as exempt. Louie subsequently amended her complaint for the purpose of including all Representative Plaintiffs (Donna Louie, Valerie Stringer, Mark Steele, Dan Royse, Julie Teague, and Jerahmeel Capistrano) and all their claims in one action and to add an additional statutory claim. These cases shall collectively be referred to as "the Action."

6. The Action included claims arising under California Labor Code §§ 203, 218, 218.5, 218.6, 226, 226.7, 558, 1174, 1194, and 2699 and California Wage Orders issued by the Industrial Welfare Commission. These laws provide that overtime wages equal to one and one-half times an employee's regular rate of pay must be paid to employees who either work more than forty (40) hours per week or more than eight (8) hours per day, unless they are "exempt," provide for a penalty in certain circumstances for the failure to provide for meal and rest breaks as required by law, a penalty for the failure to pay all wages due to an employee who is discharged or quits and provide for a penalty for failing to maintain and furnish certain payroll records. Under California law, non-exempt employees are entitled to be paid overtime even if they are paid on a salary basis. The class action lawsuit alleges that, under California law, the Plaintiffs were not exempt employees under any exemption classification and therefore should have been paid overtime.

7. Kaiser denies Plaintiffs' allegations. Kaiser contends that its Product Specialists, BACs and Site Support Specialists were properly classified as "exempt" under California law and denies any wrongdoing.

8. The parties to the Action participated in a mediation on May 13, 2008, where they resolved the claims on behalf of all the alleged class members. On October 6, 2008, the Court in the matter certified a Settlement Class consisting of all individuals employed by Kaiser in the State of California at any time from October 4, 2003 through October 6, 2008, inclusive, as Product Specialists, BACs, and Site Support Specialists.

9. The Court has made no ruling on the merits of Class Members claims and has only determined that the Representative Plaintiffs satisfied the requirements to maintain the Action as a class action under California law.

10. On October 6, 2008, the Court appointed the following attorneys to represent the Settlement Class ("Class Counsel") in this Action:

QUALLS & WORKMAN Daniel Qualls Robin Workman 244 California St., Suite 410 SF, CA 94111 Tel. 415-782-3660	LAW OFFICES OF GRANT E. MORRIS Grant E. Morris 1666 Connecticut Ave. Suite 310 Washington, DC 20009 Tel. 202-742-7783	SANFORD, WHITTLES & HEISLER, LLP David Sanford 1666 Connecticut Ave. Suite 310 Washington, DC 20009 Tel. 202-742-7780	BLUMENTHAL & NORDREHAUG Norm Blumenthal 2255 Calle Clara La Jolla, CA 92037 Tel. 858-551-1123	UNITED EMPLOYEES LAW GROUP Walter Haines 65 Pine Ave. #312 Long Beach, CA 90802 Tel. 562-256-1047
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POSITIONS OF THE PARTIES

11. Kaiser has denied and continues to deny the claims presented in this Action. Kaiser specifically denies it failed to pay the Class Members for overtime hours worked pursuant to California state laws; that it failed to provide for meal and/or rest breaks; that it failed to provide required itemized wage statements; that it engaged in unfair, unlawful or fraudulent business practices or unfair competition; or that it failed to pay employees all amounts due at time of separation. Kaiser has repeatedly asserted and continues to assert defenses to these Actions, and has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Neither the proposed Settlement nor any action taken to carry out the proposed Settlement is, may be construed as, or may be used as an admission, concession or indication by or against Kaiser of any fault, wrongdoing or liability whatsoever.

Counsel for the Representative Plaintiffs and the Class have extensively investigated and researched the facts and circumstances underlying the issues raised in the Action, and the law applicable thereto. The Representative Plaintiffs and Class Counsel recognize the high expense and length of continued proceedings necessary to continue the litigation against Kaiser through trial and through any possible appeals. Class Counsel ~~have~~ has also taken into account the uncertainty and the risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation.

Class Counsel ~~are~~ is also aware of the burdens of proof necessary to establish liability against Kaiser, of Kaiser's defenses to the Action, and of the difficulties in establishing damages for the Settlement Class. Class Counsel also ~~have~~ has taken into account the extensive settlement negotiations conducted by the Parties. Based on the foregoing, Class Counsel ~~believe~~ believes the proposed Settlement is fair, adequate and reasonable and in the best interests of the Settlement Class.

Kaiser has extensively investigated and researched the facts and the applicable law underlying the causes of action set forth in the Action. Kaiser recognizes the high expense, business interruption, and length of continued proceedings necessary to continue the litigation against Plaintiffs through trial and any possible appeals. Kaiser also has taken into account the uncertainty and the risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Kaiser has, therefore, agreed to settle this Action in the manner and upon the terms set forth in the proposed Settlement to put to rest all claims that are or could have been asserted against it in these Actions.

For purposes of the Settlement, the Court has certified a Class consisting of all current and former Kaiser employees who were actively employed by Kaiser in California at any time from October 4, 2003 through October 6, 2008, inclusive, as Product Specialists, BACs, or Site Support Specialists. If you are a member of the Class, you will be bound by the proposed Settlement described below if it is approved, unless you are eligible to and do make a written request for exclusion in the manner described below.

YOUR OPTIONS

12. If you are a Class Member – that is, if you were employed by as a Product Specialist, BAC, or Site Support Specialist in the state of California by Kaiser during the period from October 4, 2003 to October 6, 2008, you have several options. Before deciding what action, if any, you wish to take with respect to the proposed Settlement, you should read this Notice carefully.

13. If you want to participate in the Settlement, you must sign and date a Claim Form and either (1) mail the completed Claim Form by postage pre-paid U.S. first class mail postmarked by no later than December 10, 2008 to the Settlement Administrator, or (2) if delivered by any other means other than postage pre-paid U.S. first class mail, by a means to ensure the receipt of the completed Claim Form by the Settlement Administrator by no later than December 10, 2008, at the following address:

CPT GROUP, INC.
Re: Louie v. Kaiser
16630 Aston, Irvine, California 92606
Telephone 877-589-1586

A copy of your Claim Form is attached. (If you need an extra copy, contact the Settlement Administrator or Class Counsel.) If any information provided on the Claim Form is incorrect, please make corrections. (For example, if you believe the dates of employment listed are incorrect, or if your address is incorrect, please indicate what you think the correct information is.) Also, please provide your telephone number and any other indicated information referred to on your Claim Form if it is not provided. If you wish to have confirmation that your Claim Form has been received by the Settlement Administrator, you may do so by sending it by certified U.S. Mail with a return-receipt request.

14. If you are a Class Member and you wish to contest the length of employment indicated on your Claim Form and believe that your employment with Kaiser as a Product Specialist, BAC, or Site Support Specialist for Kaiser in the State of California during the period from October 4, 2003 to October 6, 2008 is longer or shorter, you may do so. However, in order to establish a claim that your employment is different than what is stated on the Claim Form, you must provide convincing documentary or other evidence that will establish that the dates indicated on the Claim Form are incorrect. This documentary or other evidence must be stated on the face of the Claim Form and/or attached to the Claim Form and must be either (1) mailed by postage pre-paid U.S. first class mail postmarked by no later than December 10, 2008 to the Claims Administrator at the following address, or (2) if delivered by any other means other than postage pre-paid U.S. first class mail, by a means to ensure the receipt of the completed Claim Form by the Claims Administrator by no later than December 10, 2008 at the following address:

CPT GROUP, INC.
Re: Louie v. Kaiser
16630 Aston, Irvine, California 92606
Telephone 877-589-1586

15. If you are a Class Member and you choose to participate in the Settlement, you will be bound by all of the provisions of the Settlement Agreement between the Parties, including a full release of claims that will prevent you from separately suing Kaiser, its employees or any other related persons or entities for the matters being settled in this case (see paragraph 22 below). **ANY CLASS MEMBER WHO DOES NOT SUBMIT A TIMELY CLAIM FORM WILL NOT RECEIVE A SHARE OF THE SETTLEMENT AMOUNT AND HIS OR HER CLAIM WILL BE BARRED.**

16. If you do nothing – that is, if you do not mail or deliver a timely Claim Form, you will not be entitled to a share of Settlement payment. **HOWEVER, YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT, INCLUDING THE RELEASE, EVEN THOUGH YOU DID NOT RECEIVE ANY MONEY.** Therefore, you will not have the right to pursue your own claims against Kaiser or other related entities or persons if you do nothing.

17. Settlement Class Members may opt-out of the Settlement Class by mailing to the Settlement Administrator at the address listed in paragraph 14, on or before December 10, 2008, a written statement expressing their desire to be excluded from the Settlement Class in the Louie, v. Kaiser Action. If you wish to opt-out of the Settlement Class in this Action, your written statement must include your name (and former names, if any), current address, telephone number and social security number and the dates of your employment by Kaiser. In addition, it must be postmarked on or before December 10, 2008. Requests to opt-out that do not include all required information, or that are not submitted on a timely basis, will be deemed null, void and ineffective. Persons who are eligible to and do submit valid and timely requests to opt-out of the Settlement Class will not participate in the Settlement, nor will they be bound by the terms of the proposed Settlement, if it is approved, or the Final Judgment in this Action.

18. If you are a Class Member, you may object to the Settlement Agreement, personally or through an attorney, by mailing your objections to each of the following:

QUALLS & WORKMAN Daniel Qualls Robin Workman 244 California St., Suite 410 SF, CA 94111 Tel. 415-782-3660	SANFORD, WHITTLES & HEISLER, LLP David Sanford 1666 Connecticut Ave. Suite 310 Washington, DC 20009 Tel. 202-742-7780	BLUMENTHAL & NORDREHAUG Norm Blumenthal 2255 Calle Clara La Jolla, CA 92037 Tel. 858-551-1123
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AND

SEYFARTH SHAW LLP
Thomas Kaufman (State Bar No. 177936)
Kari Levine (State Bar No. 146101)
2029 Century Park East, Suite 3300
Los Angeles, California 90067-3063
Telephone: (310) 277-7200

No Class Member, however, shall be heard or entitled to object, and no papers or briefs submitted by any such person shall be received or considered by the Court, unless written notice of intention to appear at the Settlement Hearing together with copies of all papers and briefs proposed to be submitted to the Court at the Settlement Hearing, shall have been postmarked no later than December 10, 2008, and mailed to each addressee listed above. All such objections must be signed and should contain your address, social security number and the name of the case (Louie v. Kaiser). If you submit an objection, you may appear personally or through an attorney, at your own expense, at the Settlement Hearing to present your objection directly to the Court. Your objection should clearly explain why you object to the Settlement and must state whether you (or someone on your behalf) intend to appear at the Settlement Hearing. If you object to the Settlement, you will remain a member of the Class and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way and to the same extent as a Class Member who does not object.

Any member of the Class who does not make and serve his or her written objections in the manner provided above shall be deemed to have waived such objections and shall be foreclosed from making any objections (by appeal or otherwise) to the proposed Settlement.

Any member of the Class who is satisfied with the proposed Settlement need not appear at the Settlement Hearing.

SUMMARY OF TERMS OF SETTLEMENT AGREEMENT

19. The Parties entered into a proposed Joint Stipulation of Settlement ("Settlement Agreement" or "Settlement") on July 13, 2008. The Court granted preliminary approval to the Settlement Agreement on October 6, 2008. The Court will hold a Final Approval Hearing on the Settlement Agreement at the U.S. District Court, Southern District of California, 940 Front Street, San Diego, CA 92101-8900, in Courtroom 1, before the Honorable Irma E. Gonzalez, Chief Judge of the United States District Court, at 10:30 a.m. on February 2, 2009, at which time the Court will determine whether to recommend final approval of the Settlement. The principal terms of the Settlement are summarized in this Notice. If you would like a complete copy of the Settlement or if you have any questions about the Settlement, please contact Class Counsel at the address or telephone number listed in paragraph 10 above.

20. Settlement Amount. The Agreement provides that Kaiser will pay Five Million Four Hundred Thousand Dollars (\$5,400,000) (the "Gross Fund Value") to fully resolve the issues in this case. Even after the following Court-approved deductions, the majority of this amount will be distributed to Class Members who timely file claims ("Settlement Class Members") pursuant to the Court-approved Plan of Allocation.

(a) Deductions. The following deductions will be made from the Settlement Amount:

(i) Attorneys' Fees and Costs. As part of the final fairness hearing Class Counsel will request one-fourth (1/4th) of the Gross Fund Value for attorneys' fees in connection with their work in this case, plus reimbursement of reasonable costs and expenses that were advanced in connection with the Action. Class Members are not personally liable for any fees and costs. Costs cannot exceed \$100,000. These amounts constitute full and complete compensation for all legal fees, costs and expenses of all Class Counsel, including costs and expenses resulting from experts and other vendors retained by Class Counsel in connection with the litigation and all work done through the completion of the litigation, whatever date that may be. Class Members will not be required to pay Class Counsel for any other attorneys' fees, costs or expenses out of their own pockets if the Settlement Agreement and the fee request are finally approved by the Court. If finally approved by the Court, this attorneys' fee would be within the range of fees awarded to Plaintiffs' counsel under similar circumstances in litigation of this type.

(ii) Payments to Named Plaintiffs. Also as part of the preliminary approval of the Settlement, the Court has awarded Twenty Five Thousand Hundred Dollars (\$25,000) to each Representative Plaintiff as compensation for acting as a Representative Plaintiff on behalf of the Class. This amount will be paid from the Gross Fund Value for their risks and services on behalf of the class which include, among other things, reviewing documents, attending strategy sessions and meetings with Class Counsel and other Representative Plaintiffs, and performing other services of that nature on behalf of the class.

(iii) Payment of the Settlement Administrator's Fees. Also, as part of the preliminary approval of the settlement the Court has approved, the Settlement Administrator fees, estimated to be approximately \$50,000 for services in administering this settlement. This amount will be paid from the Gross Fund Value.

(iv) Private Attorney General Act Payment: The Parties allocated a total of Thirty Three Thousand Three Hundred Thirty Three Dollars and Thirty-Three Cents (\$33,333.33) to a Settlement Fund for claims under the California Private Attorneys General Act of 2004 ("PAGA"). Pursuant to Labor Code section 2699(i) 75% of this fund will be distributed to the State's LWDA for enforcement of labor laws and education of employers. The remaining 25 % will be distributed to the class. Therefore, \$25,000 will be paid to the State. The remaining \$8,333.33 will be distributed on a pro rata basis to class members who submit claims on a proportional basis.

(b) Payment to Settlement Class Members: Plan of Allocation. The approximately Three Million Seven Hundred Twenty-five Thousand Dollars (\$3,725,000) remaining after these deductions shall be the Net Fund Value available for distribution to Settlement Class Members who submit timely Claim Forms per the Court-approved plan. Namely, Settlement Class Members will receive amounts for damages in proportion to their dates actually worked as Product Specialists, BACs, or Site Support Specialists during the Claim Period from October 4, 2003 through October 6, 2008, inclusive, as reflected in the records of Kaiser. That is, the distribution to Settlement Class Members for damages will be calculated on a pro-rata basis according to dates actually worked in the covered positions, in California, during the relevant Claim Period from October 4, 2003 through October 6, 2008.

Additionally, the Net Fund Value will be apportioned between those workweeks class members worked as Product Specialists or BACs, on the one hand, and as Site Support Specialists on the other. 59.26% of the Net Fund Value will be allocated to Product Specialist/BAC workweeks ("the BAC fund"), and 40.64% of the Net Fund Value will be allocated to Site Support Specialist workweeks ("the SSS fund"). The Claims Administrator shall initially determine each Class Members' share of the NFV as follows:

- (i) For each class members' portion attributable to work performed as a Product Specialist/BAC, the administrator will total each class members' workweeks as a Product Specialist/BAC, divide that number by the total number of Product Specialist/BAC workweeks for the entire class, and multiply the resulting percentage by the amount of the BAC fund.
- (ii) For each class members' portion attributable to work performed as a Site Support Specialist, the administrator will total each class members' workweeks as a Site Support Specialist, divide that number by the total number of Site Support Specialist workweeks for the entire class, and multiply the resulting percentage by the amount of the SSS fund.

(c) Tax Matters. IRS Forms W-2 and 1099 (and/or the equivalent California forms) will be distributed to Class Members reflecting the payments they receive under the Settlement. For purposes of tax payment obligations, seventy percent (70%) of the amounts distributed to each Settlement Class Member shall be treated as damages for lost wages and reported as such (W-2 reporting), and thirty percent (30%) treated as compensatory damages and reported as such (1099 reporting). Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payments that they receive under the Settlement. Deductions will be taken

out of the amounts distributed that are attributable to unpaid overtime. Kaiser will make the regular tax payments on such amounts in accordance with state and federal law.

Release. The Settlement Agreement provides that all of the claims certified as class claims by the Court will be dismissed on the merits with prejudice and without costs assessed to either Party. The Settlement Agreement also provides that each Class Member who does not opt-out (and each person deriving rights from a Class Member) will fully release and discharge Kaiser from the following:

RELEASE

EACH MEMBER OF THE SETTLEMENT CLASS, REGARDLESS OF WHETHER THAT MEMBER SUBMITTED A TIMELY CLAIM, WILL RELEASE KAISER AND ANY PARENT, SUBSIDIARY, AFFILIATE, PREDECESSOR OR SUCCESSOR, AND ALL AGENTS, EMPLOYEES, OFFICERS, DIRECTORS AND ATTORNEYS THEREOF, FROM ANY AND ALL CLAIMS, DEBTS, LIABILITIES, DEMANDS, OBLIGATIONS, GUARANTEES, COSTS, EXPENSES, ATTORNEY'S FEES, DAMAGES, ACTION OR CAUSES OF ACTION CONTINGENT OR ACCRUED FOR, OR WHICH RELATE TO, THE CLASSIFICATION OF CLASS MEMBERS AS EXEMPT EMPLOYEES UNDER ANY FEDERAL, STATE OR LOCAL LAW, THE NONPAYMENT OF OR FAILURE TO RECORD OVERTIME UNDER ANY FEDERAL, STATE OR LOCAL LAW, THE FAILURE TO PAY PENALTIES UNDER THE CALIFORNIA LABOR CODE (INCLUDING WITHOUT LIMITATION PENALTIES UNDER LABOR CODE SECTIONS 203, 558 OR OTHERWISE), INCLUDING WITHOUT LIMITATION TO, ALL CLAIMS ARISING UNDER THE FLSA, THE CALIFORNIA LABOR CODE OR BUSINESS & PROFESSIONS CODE (INCLUDING SECTION 17200), OR THE WAGE ORDERS OF THE CALIFORNIA INDUSTRIAL WELFARE COMMISSION; CLAIMS FOR RESTITUTION AND OTHER EQUITABLE RELIEF, LIQUIDATED DAMAGES, PUNITIVE DAMAGES, WAITING TIME PENALTIES, PENALTIES OF ANY NATURE WHATSOEVER, ANY OTHER BENEFIT CLAIMED ON ACCOUNT OF UNPAID OVERTIME, OR ATTORNEYS' FEES AND COSTS, WHETHER KNOWN OR UNKNOWN, DURING THE SETTLEMENT PERIOD, ARISING FROM THE FACTUAL ALLEGATIONS OF THE CLASS ACTIONS. THIS RELEASE SHALL NOT INCLUDE CLAIMS BASED ON FACTUAL ALLEGATIONS THAT WERE NOT ASSERTED WITH THE CLASS ACTIONS.

22. **Conditions of The Settlement.** This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class.

NO RETALIATION OR UNDUE INFLUENCE

23. California law prohibits Kaiser from retaliating against employees who exercise their rights under California wage and hour laws. Additionally, Kaiser has agreed that it will not contact Class Members for the purpose of attempting to influence them not to participate in this Settlement; will not take any adverse employment action, or otherwise target, retaliate or discriminate against any Class Member who elects or indicates an intention to participate in this Settlement; and will not disclose the identities of Class Members who elect or decline to participate in this Settlement to any person (i.e., supervisory personnel) employed by Kaiser. Further, Kaiser has agreed to discipline (up to and including discharge) any supervisory personnel in California who violate these terms and agreements. In the event you feel you have been threatened or coerced not to participate in this Settlement, or are retaliated against for electing to participate in this Settlement, you may contact Class Counsel listed in paragraph 10.

HEARING ON PROPOSED SETTLEMENT

24. **You are not required to attend this Final Approval Hearing or file an objection although you may do either or both.**

25. The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement Agreement will be held on February 2, 2009 at 10:30 a.m. at the United States District Court for the Southern District of California, located in San Diego, California at 940 Front Street, in Courtroom 1. The Final Approval Hearing may be continued without further notice.

26. You may object, personally or through an attorney, to the proposed Settlement by mailing your objection and following the procedures outlined in paragraph 18 above.

27. Any Class Member who does not object in the manner provided above shall be deemed to have approved the Settlement and to have waived such objections and shall be forever foreclosed from making any objections (by appeal or otherwise) to the proposed Settlement.

CHANGE OF ADDRESS

28. If you move after receiving this Notice, if it was misaddressed or if for any reason you want your payment or future correspondence concerning this Action and the Settlement to be sent to a different address, you should supply your current preferred address to the Settlement Administrator at the address set forth in paragraph 13, and to Class Counsel.

REMINDER AS TO PARTICIPATION REQUIREMENTS

29. If you wish to participate in the Settlement of this class action, you should be sure to fill out, complete and return a copy of the Claim Form to Louie v. Kaiser, c/o [CPT GROUP, INC. INFO], California, 94948 so that it is postmarked on or before December 10, 2008, or delivered in a manner that will ensure its receipt by the Settlement Administrator by no later than December 10, 2008.

ADDITIONAL INFORMATION

30. The foregoing is only a summary of the Action and the proposed Settlement and does not purport to be comprehensive. For a more detailed statement of the matters involved in the Action and the proposed Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement, and other papers filed in the Action, which may be obtained upon request from the Class Counsel listed above in paragraph 10.

All inquiries by Class Members regarding this Notice and/or the Settlement should be directed to the Claims Administrator listed above in paragraph 13. You may contact the administrator using the following Toll Free Number **877-589-1586**.

PLEASE DO NOT CONTACT THE COURT WITH INQUIRIES.