Civil Rights Department
651 Bannon Street, Suite 200 | Sacramento | CA | 95811
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
www.calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is a three-way agreement made and entered into by and among: [redacted] ("Complainant"), Kaiser Foundation Health Plan, Inc. ("Respondent" or "Kaiser") and the California Civil Rights Department ("CRD" or "Department") (collectively the "Parties," or referred to individually herein as "Party"). In exchange for the promises and representations set forth herein, the Parties agree to settle the investigation of CRD matters [redacted] and [redacted] that resulted in the Department's finding of cause on September 4, 2025 (the "CRD Matters") as follows:

1. This Agreement is voluntarily entered into by all the above-listed Parties.

2. This Agreement will take effect once all Parties have fully executed this Agreement.

3. In consideration of Respondent's promises in this Agreement, including specifically the promises in Paragraphs 5 through 8 of this Agreement, Complainant agrees to release, up to the Effective Date (defined as the date this Agreement is fully executed) of this Agreement, Respondent, its affiliates, and contractors including The Permanente Medical Group, Inc., from any and all claims related to, arising from, and/or based upon Complainant's complaints with CRD or that could be or could have been asserted from and/or fall within the jurisdiction of the CRD. Complainant agrees to release up to the Effective Date any claims, assertions, and/or allegations filed with the CRD against Respondent and/or pertaining to the CRD Matters or based on Respondent's alleged violation of the law.

4. In consideration of Respondent's promises in this Agreement, CRD and Complainant agree to not initiate any action or proceeding, either together or separately, in state or federal court, or before any local, state, or federal government entity, that arises out of the alleged unlawful acts and/or omissions of Respondent or any of Respondent's agents, employees, representatives, affiliates, or contractors, as alleged or investigated in the CRD Matters or in relation to any claim related to, arising from, and/or based on Complainant's relationship with Respondent that could be or could have been filed with and/or fall within the jurisdiction of the CRD, through the Effective Date.

Monetary Terms

5. Respondent agrees to pay, within 14 business days of receipt of a completed W-9 after full execution of this settlement agreement, , and as consideration for the releases set forth herein, the total Settlement Sum of $3,000 directly to Complainant via one payment/check made payable to [redacted].

6. Respondent will report this payment as required by law and provide Complainant with appropriate tax documentation, if applicable.

Non-Monetary Terms

7. Respondent has already taken the following actions in connection with and in anticipation of the resolution of the claims outlined in Paragraph 4, which the parties memorialize herein and treat as part of the consideration provided by Respondent for this agreement:

   a. Respondent has authorized coverage for laser hair removal for Complainant, pursuant to an administrative exception;

   b. A new internal referral system, E2K, was implemented in Northern California as of July 2026. This new system permits primary care providers, dermatologists, and other providers to refer patients for facial hair removal evaluation when a provider determines hair removal may be medically necessary for conditions including, but not limited to, Polyendocrine Metabolic Ovarian Syndrome and gender dysphoria.

   c. Training materials for physicians on the usage of the E2K system were developed that demonstrated the process of making a referral for hair removal services for the treatment of Polyendocrine Metabolic Ovarian Syndrome.

   d. Dermatologists and primary care physicians received specialty specific training on the E2K system, which included training on the updated order panel and the applicable clinical guidelines for facial laser hair removal.

8. In addition, Respondent agrees to the following:

   a. Dermatology Chiefs in each medical center in Northern California will provide education on the applicable clinical guidelines for facial laser hair removal (“Guidelines”) to their dermatologists. Training on the Guidelines will be completed for all dermatologists by December 31, 2026.

   b. Northern California Dermatologists will additionally be provided a reminder about the Guidelines as part of annual refresher training. Materials were made available by August 11, 2026, and dermatologists will review the materials by December 31, 2026.

   c. Northern California primary care physicians will receive separate communication regarding the Guidelines and referral processes through existing communication pathways before October 1, 2026.

   d. Respondent prepared a one-page information update on the authorization of medically necessary hair removal for cisgender women for its employees handling grievances. On August 12, 2026, Kaiser sent the proposed document to CRD for review and feedback. Respondent circulated the finalized one-page information update to its employees handling grievances on or before October 29, 2026.

e. If, within one year of the Effective Date of this agreement, Respondent prepares or distributes educational materials or information to its members or providers regarding Polyendocrine Metabolic Ovarian Syndrome (PMOS), Respondent shall include the following statement: "Patients diagnosed with PMOS who are experiencing unwanted hair growth related to this condition may be eligible for hair removal services if your provider determines those services are medically necessary for you." Respondent will provide a copy of the finalized educational materials or information to CRD within thirty (30) days of distributing it to its members and/or providers. It shall be sent to CRD's General Counsel at ContactGCU@CalCivilRights.ca.gov.

Acknowledgements

9. This Agreement does not prohibit Complainant from testifying, assisting, or participating in an investigation, hearing, or proceeding conducted by any state, local, or federal governmental entity, or from helping other individuals to pursue their rights. In addition, nothing in this Agreement prevents the disclosure of factual information by either party as specified in California Code of Civil Procedure section 1001.

10. The existence, terms, and conditions of this Agreement and underlying factual information related to the CRD Complaint are not confidential, and the Agreement constitutes a public document.

11. The Parties acknowledge that this Agreement is the sole and entire Agreement between the parties regarding the CRD Complaints and supersedes all prior agreements, negotiations, and discussions between the Parties relating to the CRD Complaints. In signing this Agreement, the Parties agree that they have not relied on any other promises, inducements, or representations, other than as expressly set forth herein. The Parties further agree and understand that this Agreement may only be modified in a writing signed by all the Parties.

12. CRD has been made aware that the parties intend to sign or have signed a separate agreement. The CRD is not a signatory to and has not approved any separate agreement or covenant between the parties. Should any term contained in the parties' separate agreement conflict with any term in this Agreement, this Agreement controls, and any conflicting terms in the parties' separate agreement are void and unenforceable.

13. The Parties acknowledge that CRD does not waive its right to process any other complaints against Respondent by any other person. CRD's participation in this Agreement is limited to the particular factual allegations of the underlying CRD Matters. CRD does not, nor is it able to, waive the rights of any other person who may want to file a complaint of discrimination against Respondent.

14. Nothing in this Agreement shall be construed as an admission by Respondent of any misconduct, nor shall compliance with this Agreement constitute or be construed as an admission by Respondent of any misconduct or its agreement with any findings by CRD to date. This paragraph shall not, however, diminish or otherwise affect Respondent's obligations, responsibilities, and duties under this Agreement.

15. In signing this Agreement, the Parties acknowledge that neither CRD nor any of its agents or employees has served as an attorney or a tax advisor to any party. The Parties further acknowledge that each party has the right to seek tax advice, and to review this Agreement with a tax attorney or tax consultant, prior to signing.

16. If any provision of this Agreement is held to be invalid and/or unenforceable, the remaining provisions of the Agreement will be considered valid and enforceable, as if the invalid and/or unenforceable portion did not exist.

17. This Agreement shall be construed and enforced pursuant to the law of the State of California.

18. In the event that CRD determines that Respondent is not in compliance with any of the terms of this Agreement, CRD will provide Respondent written notice describing the alleged non-compliance with reasonable specificity and allow Respondent the opportunity to cure the alleged violation prior to attempting to enforce the terms of this Agreement. After such written notice, CRD and the Respondent will conduct a conference call within fourteen calendar days to discuss any remaining dispute. Respondent will have thirty calendar days from the conference call to cure any identified non-compliance prior to CRD exercising any enforcement, extension, or remedy provided herein.

19. Should any party fail to comply with its obligations under this Agreement, in whole or in part, in any action or proceeding brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs. In addition, the Parties agree and understand that CRD has the authority to investigate compliance with this Agreement; to enforce the Agreement in court; or, in the event of breach of this Agreement by any of the Parties, to reopen the CRD Complaints, continue its investigation, and pursue the CRD Complaints to the full extent of CRD's legal authority.

20. The Parties acknowledge that: (a) they have read and fully understand all of the provisions of this Agreement; (b) they are voluntarily entering into this Agreement without coercion; (c) they have entered into this Agreement based on their own judgment; and (d) they have not relied upon any representations or promises made by the Parties other than those contained herein.

21. The Parties represent and acknowledge that they have had an opportunity to be represented by legal counsel of their own choice throughout all of the negotiations which preceded this Agreement and in connection with the negotiation, preparation, and execution of this Agreement.

22. Complainant and Respondent expressly represent and acknowledge that no statements, representations, agreements or warranties have been made to them by the CRD of any of CRD's agents pertaining to the subject matter, basis, or effect of this Agreement except as may be expressly set forth in this Agreement.

23. The terms of this Agreement are contractual in nature and are not merely recitals.

24. This Agreement may be executed electronically in counterparts and facsimile, e-mail and photocopies shall be deemed originals for the purposes of this Agreement. To the extent any of the undersigned individuals is signing on behalf of a Party, that individual hereby certifies that they have full authority to enter into this agreement for the Party on whose behalf they have signed and agreed. This document may be executed in duplicate originals, each of which shall be equally admissible in evidence.

25. Nothing in this Agreement, whether express or implied, is intended to or shall (a) confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties hereto and their respective successors and assigns; (b) relieve or discharge the obligation or liability of any third person to any Party hereto, or (c) give any third person any right of subrogation or action against any Party to this Agreement.

It is so agreed.

Dated: 11/17/2026

[redacted]
Complainant's Name (Print)

[redacted] 2026 16:22:49 PST)
Complainant's Signature

Dated: _____

_____
Respondent Representative's Name & Job Title (Print)

_____
Respondent Representative's Signature

Dated: 11/16/2026

Asaf Orr, Assistant Chief Counsel
CRD Representative's Name & Job Title (Print)


CRD Representative's Signature

Docusign Envelope ID: 6C30379F-19A9-89D0-835C-0269BDFFCAEE

24. This Agreement may be executed electronically in counterparts and facsimile, e-mail and photocopies shall be deemed originals for the purposes of this Agreement. To the extent any of the undersigned individuals is signing on behalf of a Party, that individual hereby certifies that they have full authority to enter into this agreement for the Party on whose behalf they have signed and agreed. This document may be executed in duplicate originals, each of which shall be equally admissible in evidence.

25. Nothing in this Agreement, whether express or implied, is intended to or shall (a) confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties hereto and their respective successors and assigns; (b) relieve or discharge the obligation or liability of any third person to any Party hereto, or (c) give any third person any right of subrogation or action against any Party to this Agreement.

It is so agreed.

Dated: _____

_____
Complainant's Name (Print)

_____
Complainant's Signature

Dated: 11/13/2026 | 7:35 PM EST

[redacted] Executive Director
Respondent Representative's Name & Job Title (Print)

Signed by:
[redacted]
Respondent Representative's Signature

Dated: _____

_____
CRD Representative's Name & Job Title (Print)

_____
CRD Representative's Signature