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FILED

Superior Court of California

County of Los Angeles

09/16/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JOANNE ELIZABETH LEE, an individual
and on behalf of all others similarly situated,

Plaintiffs,

v.

ST. JOHN'S COMMUNITY HEALTH, a
California Corporation; ST. JOHN'S WELL
CHILD AND FAMILY CENTER ACTION
FUND, a California Corporation; ST. JOHN'S
WELL CHILD CENTER, INC., a California
Corporation; JIM MANGIA, an individual;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 23STCV00505

[Assigned to the Hon. William F. Highberger
in Dept. 10]

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

1 This Court, having considered the Motion of Plaintiff Joanne Elizabeth Lee (“Plaintiff”) for
2 Preliminary Approval of the Class and Representative Action Settlement and Provisional Class
3 Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations
4 of Megan R. Lazar, David D. Bibiyan, Joanne Elizabeth Lee, and Lisa Mullins, the Class and PAGA
5 Settlement Agreement (the “Settlement,” “Settlement Agreement,” or “Agreement”), the proposed
6 Notice of Class Action Settlement (“Class Notice”), and other documents submitted in support of
7 the Motion for Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

8 1. The definitions set out in the Settlement Agreement are incorporated by reference
9 into this Order; all terms defined therein shall have the same meaning in this Order.

10 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
11 Class Members,” or “Class Members”) for the purpose of settlement only: all persons employed by
12 defendant St. John’s Community Health (“Defendant”) in California and classified as a non-exempt,
13 hourly-paid employee who did not sign arbitration agreements and who worked for Defendant at
14 any time during the period from January 10, 2019 through December 3, 2024 (“Class Period”).

15 3. The Court preliminarily appoints the named Plaintiff as Class Representative. The
16 Court also preliminarily appoints David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
17 P.C., as Class Counsel.

18 4. The Court preliminarily approves the proposed class settlement upon the terms and
19 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
20 settlement appears to be within the range of reasonableness of settlement that could ultimately be
21 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
22 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
23 probable outcome of further litigation relating to liability and damages issues. It further appears that
24 extensive and costly investigation and research has been conducted such that counsel for the parties
25 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
26 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
27 delay and risks that would be presented by the further prosecution of the Action. It further appears

1 that the settlement has been reached as the result of intensive, non-collusive, and arms-length
2 negotiations utilizing an experienced third-party neutral.

3 5. The Court approves, as to form and content, the Class Notice that has been submitted
4 herewith.

5 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
6 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
7 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
8 with the requirements of law and appears to be the best notice practicable under the circumstances.

9 7. The Court hereby preliminarily approves the definition and disposition of the Gross
10 Settlement Amount of \$1,250,000.00, which is inclusive of: attorneys' fees of not more than one
11 third (1/3) of the Gross Settlement Amount, which amounts to \$416,666.67; actual costs incurred of
12 up to \$50,000.00; a service award to Plaintiff of not more than \$7,500.00; costs of settlement
13 administration of no more than \$12,950.00; and Private Attorneys General Act of 2004 ("PAGA")
14 penalties in the amount of \$125,000.00, of which \$93,750.00 (75%) will be paid to the Labor and
15 Workforce Development Agency ("LWDA") and \$31,250.00 (25%) will be distributed to
16 Aggrieved Employees.

17 8. "Aggrieved Employee" means a non-exempt current or former employee employed
18 by Defendant in California who worked for Defendant during the period from December 29, 2021
19 through the end of the Class Period ("PAGA Period").

20 9. The Gross Settlement Amount expressly excludes Employer Taxes, which will be
21 paid separately and apart by Defendant on the wages portion of the Gross Settlement Amount.

22 10. "Workweek" means every five (5) shifts worked by Class Members during the Class
23 Period.

24 11. Defendant represents that there are no more than 63,200 Workweeks worked during
25 the Class Period. The parties agree there is a 10% margin of error. In the event the number of
26 Workweeks worked increases by more than 10%, then Defendant can increase the Gross Settlement
27 Amount proportionally by the Workweeks worked in excess of 69,520 Workweeks (e.g., if the total
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1 number of Workweeks is 12% higher than 63,200, the Gross Settlement Amount will increase by
2 2%). The Workweek Value shall be calculated by dividing the originally agreed-upon Gross
3 Settlement Amount (\$1,250,000) by 63,200, which amounts to a Workweek Value of \$19.77. Thus,
4 for example, should there be 70,000 Workweeks in the Class Period, then the Gross Settlement
5 Amount shall be increased by \$9,489 (70,000 - 69,520 Workweeks) x \$ 19.77 per Workweek.

6 12. The Court deems ILYM Group, Inc. ("Settlement Administrator," "Administrator,"
7 or "ILYM"), the Settlement Administrator, and approves payment of administration costs not to
8 exceed \$12,950.00 out of the Gross Settlement Amount for services to be rendered by ILYM on
9 behalf of the class.

10 13. Not later than 30 days after execution of the Agreement, Defendant will deliver the
11 Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. "Class Data" means
12 Settlement Class Member identifying information in Defendant's custody, possession, or control,
13 including the Settlement Class Member's (1) name; (2) last known address; (3) last known mailing
14 address; (4) Social Security Number, (5) number of workweeks worked during the Class Period,
15 and (6) Pay Periods worked by Aggrieved Employees during the PAGA Period.

16 14. To protect Class Members' privacy rights, the Administrator must maintain the Class
17 Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose,
18 and restrict access to the Class Data to Administrator employees who need access to the Class Data
19 to effectuate and perform under this Agreement.

20 15. Using best efforts to perform as soon as possible, and in no event later than 14
21 calendar days after Preliminary Approval, the Administrator will send to all Class Members
22 identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class
23 Notice, substantially in the form attached to the Agreement as Exhibit "A."

24 16. Not later than three (3) business days after the Administrator's receipt of any Class
25 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using
26 any forwarding address provided by the USPS. If the USPS does not provide a forwarding address,
27 the Administrator shall conduct a Class Member Address Search using all reasonably available
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1 sources, methods, and means including but not limited to, the National Change of Address database,
2 skip traces, and direct contact, and re-mail the Class Notice to the most current address obtained.
3 The Administrator has no obligation to make further attempts to locate or send Class Notice to Class
4 Members whose Class Notice is returned by the USPS a second time.

5 17. "Response Deadline" means forty-five (45) days after the Administrator mails Notice
6 to Class Members and Aggrieved Employees, and shall be the last date on which Class Members
7 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
8 Settlement or (c) challenge their Workweeks and/or Pay Periods. Class Members to whom Notice
9 Packets are resent after having been returned undeliverable to the Administrator shall have an
10 additional 15 days beyond the Response Deadline has expired.

11 18. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
12 must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days
13 after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
14 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her
15 representative that reasonably communicates the Class Member's election to be excluded from the
16 Settlement and includes the Class Member's name, address and email address or telephone number.
17 To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

18 19. Every Class Member who does not submit a timely and valid Request for Exclusion
19 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
20 bound by all terms and conditions of the Settlement, including the Participating Class Members'
21 Releases, regardless whether the Participating Class Member actually receives the Class Notice or
22 objects to the Settlement. Every Class Member who submits a valid and timely Request for
23 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment
24 or have the right to object to the class action components of the Settlement.

25 20. Each Class Member shall have 45 days after the Administrator mails the Class Notice
26 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
27 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
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1 Class Notice.

2 21. Only Participating Class Members may object to the class action components of the
3 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
4 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
5 and/or Class Representative Service Payment. Non-Participating Class Members have no right to
6 object to any of the class action components of the Settlement.

7 22. Participating Class Members may send written objections to the Administrator by
8 mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to
9 appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class
10 Member who elects to send a written objection to the Administrator must do so not later than 45
11 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class
12 Members whose Class Notice was re-mailed).

13 23. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
14 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
15 Administrator no later than 30 days after the Effective Date.

16 24. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator
17 will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA
18 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class
19 Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

20 25. For any Class Member whose Individual Class Payment check or Individual PAGA
21 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the
22 funds represented by such checks to the California State Controller's Office, Unclaimed Property
23 Fund.

24 26. All papers filed in support of final approval, including supporting documents for
25 attorneys' fees and costs, shall be filed by _____.

26 27. A Final Fairness and Approval Hearing shall be held with the Court on
27 February 16, 2027 at 10:00 a.m. in Department 10 of the above-entitled Court to determine: (1)
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1 whether the proposed settlement is fair, reasonable and adequate, and should be finally approved by
2 the Court; (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount
3 of service award to the Class Representatives; (4) the amount to be paid to the Settlement
4 Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and
5 Aggrieved Employees.

6
7 **IT IS SO ORDERED.**

8 Dated: 09/16/2026
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William F. Highberger / Judge
Judge of the Superior Court