

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE FOR FINAL  
APPROVAL HEARING**

*Lee v. St. John's Community Health, et al.*  
(County of Los Angeles, California Superior Court Case No. 23STCV00505)

**As a current or former non-exempt, hourly-paid California employee of St. John's Community Health, you are entitled to receive money from a class action settlement.**

**Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.**

You have received this Notice of Class Action Settlement because the records of St. John's Community Health ("Defendant") show that you are a "Class Member" and, therefore, are entitled to a payment from this class action settlement. Class Members are all persons employed by Defendant in California and classified as non-exempt, hourly-paid employees who did not sign an arbitration agreements and worked for Defendant during the period from January 10, 2019 through December 3, 2024 ("Class Period").

- The settlement is to resolve a class action lawsuit, *Lee v. St. John's Community Health, et al.*, pending in the Superior Court of California for the County of Los Angeles, Case Number 23STCV00505 (the "Lawsuit"), alleging causes of action against Defendant for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; and (9) unfair competition. Plaintiff also seeks civil penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") for violations of the Labor Code.
- Defendant vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws and had no wrongdoing.
- However, the parties agreed to engage in mediation to avoid the time, expense, and risk of a class action trial. The proposed settlement was presented to the Court for approval.
- On September 16, 2026, the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DO NOTHING AND RECEIVE PAYMENT                   | Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| OPT OUT OF THE SETTLEMENT                        | Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time during the period from December 29, 2021 through the end of the Class Period ("PAGA Period") as a non-exempt, hourly-paid employee of Defendant, you will be deemed an "Aggrieved Employee." You will still receive your share of the proceeds available from the settlement of the Released PAGA Claims, defined below, (your "Individual PAGA Payment") even if you opt out of the class settlement. |
| OBJECT TO THE SETTLEMENT                         | If you do not opt out, you may write to the Settlement Administrator, ILYM Group, Inc., explaining why you object to the settlement. The Administrator will forward your concerns to counsel, which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing, scheduled                                                                                                                                                                                                                |

|  |                                                                                                                                                                              |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | for February 16, 2027, in Department 10 of the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held on February 16, 2027, at 10:00 a.m. in the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 10. You are not required to attend the hearing, but you are welcome to do so.

### **Why Am I Receiving This Notice?**

Defendant's records show that you currently work, or previously worked, for Defendant as an hourly-paid, non-exempt employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

### **What is This Case About?**

Joanne Elizabeth Lee was an hourly-paid, non-exempt employee of Defendant. She is the "Plaintiff" in this case and is suing on behalf of herself and Class Members for Defendant's alleged failure to pay overtime; failure to pay minimum wages; failure to provide meal periods or compensation in lieu thereof; failure to provide rest breaks or compensation in lieu thereof; waiting time penalties; wage statement violations; failure to timely pay wages; failure to indemnify; and unfair competition within the meaning of Business and Professions Code section 17200. Based on the alleged Labor Code violations mentioned above and other alleged Labor Code violations, Plaintiff also seeks penalties under the California Labor Code Private Attorneys General Act ("PAGA").

**Defendant denies all the allegations made by Plaintiff and denies that it violated any law.** The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

### **Summary of the Settlement Terms**

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$1,250,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes: (1) Administration Costs up to \$12,950.00; (2) a service award to Plaintiff in the amount of \$7,500.00 for her time and effort in pursuing this case; (3) up to one-third (1/3) of the Gross Settlement Amount in attorneys' fees which, unless increased pursuant to the Settlement Agreement, amount to \$416,666.67; (4) up to \$50,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$125,000.00 of the Gross Settlement Amount. Pursuant to the PAGA, seventy-five percent (75%) or \$93,750.00 will be paid to the LWDA and twenty-five percent (25%) or \$31,250.00 will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$637,888.33 will be available for distribution to Class Members ("Net Settlement Amount").

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

Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Court grants final approval of the settlement.

### **Distribution to Class Members**

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Participating Class Members in hourly-paid, non-exempt positions for Defendant in California during the Class Period (“Eligible Workweeks”). Specifically, Class Members’ payments will be calculated by dividing the Net Settlement Amount by the total number of Eligible Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Eligible Workweeks attributed to the Class Member. Otherwise stated, the formula for a Class Member is: (Net Settlement Amount ÷ total Settlement Class Eligible Workweeks) × Individual’s Eligible Workweeks. In addition, Class Members who worked during the PAGA Period (i.e., Aggrieved Employees) will receive a pro rata share of the \$31,250.00 allocated to Aggrieved Employees as PAGA penalties, whether or not they opt out, based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

Defendant’s records indicate that you worked <<MERGED\_ClassWW>> Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and <<MERGED\_PAGAPP>> Workweeks during the PAGA Period. Based on these records, your estimated payment as a Class Member would be \$<<MERGED\_ClassAward>> and your estimated payment as an Aggrieved Employee would be \$<<MERGED\_PAGAAward>>. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than December 14, 2026. Please include any documentation you have that you contend supports your dispute. You should send copies rather than originals because the documents will not be returned to you.

### **Tax Reporting**

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties and reported on IRS Form 1099. 10% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 90% will be allocated as penalties and interest and reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the California State Controller’s Office, Unclaimed Property Fund.

### **Your Options Under the Settlement**

#### ***Option 1 – Do Nothing and Receive Your Payment***

If you do not opt out, you are automatically entitled to your Individual Class Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all “Released Claims” he or she may have or had upon final approval of this Settlement and payment by Defendants to the Settlement Administrator.

Effective upon execution of the Agreement, entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, Class Counsel, and the LWDA will release claims against all Released Parties as follows:

For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims alleged or that could have been pleaded based on the facts asserted in the Operative Complaint in the Action, including: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; and (9) unfair competition, arising out of the Labor Code violations referenced in the Operative Complaint, as well as interest, fees, and costs (“Released Class Claims”).

For the duration of the PAGA Period, Plaintiff, all Aggrieved Employees, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, under PAGA for penalties, interest, costs, and expenses that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint in the Action and the PAGA Notice for the Action. Aggrieved Employees may not be excluded from this Release (“Released PAGA Claims”).

“Released Parties” means Defendants, and each of their former, present and future owners, parents, and subsidiaries, DBA’s, and all of their current, former, and future officers (including Jim Mangia), directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, affiliates, third-party beneficiaries, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

### **Option 2 – Opt Out of the Settlement**

If you do not wish to receive your Individual Class Payment or release the Released Class Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must include your name, address, email address or telephone number, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date, and mail your written request for exclusion to the address below.

ILYM Group, Inc.  
P.O. Box 2031  
Tustin, CA 92781  
Telephone: (888) 250-6810  
Fax: (888) 845-6185  
Email: [info@ilymgroup.com](mailto:info@ilymgroup.com)

To be valid, your written request for exclusion must be mailed and postmarked to the Administrator not later than December 14, 2026.

The proposed settlement includes the settlement of the Released PAGA Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the Released PAGA Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Released Class Claims.

### **Option 3 – Submit an Objection to the Settlement**

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, email address or telephone number, signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator no later than December 14, 2026. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don’t submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

### **Final Approval Hearing**

You may, if you wish, appear at the Final Approval Hearing set for February 16, 2027, at 10:00 a.m. in Department 10 of the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://my.lacourt.org/laccwelcome>. You may also retain an attorney to represent you at the Hearing at your own expense.

### **Additional Information**

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at (888) 250-6810 or Class Counsel, whose information appears below:

#### **BIBIYAN LAW GROUP, P.C.**

Vedang J. Patel (SBN 328647)

[vedang@tomorrowlaw.com](mailto:vedang@tomorrowlaw.com)

Megan Lazar (SBN 315007)

[megan@tomorrowlaw.com](mailto:megan@tomorrowlaw.com)

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

You may also visit the Settlement Administrator's website at <https://ilymgroup.com/StJohnsCommunity>, to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at Department 10 of the Spring Street Courthouse of the Los Angeles County Superior, located at 312 North Spring Street, Los Angeles, CA 90012, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.lacourt.ca.gov/>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**