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Attorney for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

THANH PHAN, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

v.

ST. JUDE MEDICAL CENTER, a
California Corporation; ST. JUDE HOSPITAL,
a California Corporation; and DOES I through
50, inclusive,

Defendants.

Case No. **30-2022-01244478-CU-OE-CXC**
[Consolidated with Case No. 30-2022-
01246853-CU-OE-CXC]

**DECLARATION OF NICOLE BENCH OF
ILYM GROUP, INC. REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

HEARING INFO

Date: September 13, 2024
Time: 9:00 a.m.

Judge: Hon. William D. Claster
Dept.: CXIOI

MARK MORANVILLE, as an individual
on behalf of himself and on behalf of all others
similarly situated,

Plaintiff,

v.

ST. JUDE MEDICAL CENTER, a
California Corporation; ST. JUDE HERITAGE
MEDICAL GROUP, A MEDICAL
CORPORATION, a California Corporation;
and DOES 1-100, inclusive,

Defendants.

1 I, Nicole Bench, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned, *Phan v.*
6 *St. Jude Medical Center* matter. I am authorized to make this declaration on behalf of ILYM Group
7 and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could and
8 would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) translating the mailing
17 documents into Spanish; (b) printing and mailing the *Court Approved Class Notice of Class Action*
18 *Settlement and Hearing Date for Final Court Approval*, the *Request for Exclusion Form*, and the
19 *Dispute Form*, in both English and Spanish (referred to as “Class Notice Packet”); (c) receiving
20 and processing requests for exclusion and objections to the Settlement, if applicable; (d) resolving
21 Class Members’ disputes over the number of Workweeks Defendant has record of them working
22 during the Class Period, which was pre-printed on their individualized Class Notice; (e) establishing
23 a QSF account and calculating individual settlement award amounts; (f) processing and mailing
24 settlement award checks; (g) handling tax withholdings as required by the Settlement and the law;
25 (h) preparing, issuing and filing tax returns and other applicable tax forms; (i) handling the
26 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (j) performing
27 other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

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1 4. On April 5, 2024, ILYM Group received the Court approved text for the Class
2 Notice Packet from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice
3 Packet, which was approved by the Parties' Counsel prior to mailing.

4 5. On April 25, 2024, ILYM Group received the class data file from Counsel for
5 Defendants, which contained the name, social security number, last known mailing address, last
6 known telephone number, and the number of Class Work Weeks worked for each individual during
7 the Class Period and the number of PAGA Pay Periods worked by each PAGA Member during the
8 PAGA Period. The data file was uploaded to our database and checked for duplicates and other
9 possible discrepancies. The Class List contained 4,643 individuals.

10 6. As part of the preparation for mailing, all 4,643 names and addresses contained in
11 the Class List were then processed against the National Change of Address ("NCOA") database,
12 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
13 the mailing addresses of the Class Members before mailing of the Class Notice Packet. The NCOA
14 contains requested change of addresses filed with the USPS. To the extent that an updated address
15 was found in the NCOA database, the updated address was used for the mailing of the Class Notice
16 Packet. To the extent that no updated address was found in the NCOA database, the original address
17 provided by Counsel for Defendants was used for the mailing of the Class Notice Packet.

18 7. On May 9, 2024, a link to ILYM Group's website was set up for Class Members to
19 access relevant court documents. The website link is <http://www.ilymgroup.com>. Also, the
20 following telephone number, (888) 250-6810, fax number, (888) 845-6185, and e-mail address,
21 claims@ilymgroup.com, was included in the Class Notice Packet for Class Members should they
22 have questions or want additional information.

23 8. On May 9, 2024, the Class Notice Packet was mailed, in both English and Spanish,
24 via U.S First Class Mail, to all 4,643 individuals contained in the Class List. Attached hereto, as
25 **Exhibit A**, is a true and correct copy of the mailed Class Notice Packet.

26 9. As of the date of this declaration, 126 Class Notice Packets have been returned to
27 our office. Of the 126 returned Class Notice Packets, 2 were returned with a forwarding address
28 and the Class Notice Packets were promptly re-mailed to the forwarding addresses provided by the

1 USPS. ILYM Group performed a computerized skip trace on the 124 returned Class Notice Packets
2 that did not have a forwarding address, in an effort to obtain updated addresses for the purpose of
3 re-mailing the Class Notice Packets. As a result of this skip trace, 85 updated addresses were
4 obtained and the Class Notice Packets were promptly re-mailed to those Class Members, via U.S.
5 First Class Mail.

6 10. As of the date of this declaration, a total of 87 Class Notice Packets have been re-
7 mailed. Specifically, 2 Class Notice Packets were remailed as a result of forwarding addresses
8 provided by the USPS and 85 Class Notice Packets have been re-mailed as a result of ILYM
9 Group's skip tracing efforts.

10 11. As of the date of this declaration, a total of 39 Class Notice Packets have been
11 deemed undeliverable as no updated addresses were found notwithstanding the skip tracing.

12 12. As of the date of this declaration, ILYM Group has received 24 requests for
13 exclusion. The deadline to request exclusion from the Settlement was July 8, 2024. Attached as
14 **Exhibit B**, contains a list of the individuals who requested exclusion from the Settlement.

15 13. As of the date of this declaration, ILYM Group has not received any written
16 objections to the Settlement. The deadline in the Class Notice to submit a written objection to the
17 Settlement was July 8, 2024.

18 14. As of the date of this declaration, ILYM Group has received 3 disputes from Class
19 Members during the response period which were forwarded to Defense Counsel for Review. On
20 June 5, 2024, Defense Counsel approved 1 dispute. On August 15, 2024, the remaining 2 disputes
21 were approved by Defense Counsel.

22 15. The Response Deadline was extended by 14 days for Class Members whose Class
23 Notice Packet was re-mailed. ILYM Group has not received any response from those Class
24 Members.

25 16. As of the date of this declaration, ILYM Group will report a total of 4,619
26 Participating Class Members, representing 99.48% of the 4,643 Class Members. The total number
27 of Workweeks worked by the Participating Class Members during the class period is 648,713
28 weeks. The Escalator Clause has not been triggered.

1 17. Participating Class Members will receive a proportional share of the Net Settlement
2 Amount through individual settlement payments, based on the number of Workweeks worked by
3 Class Members during the Class Period. The Net Settlement Amount is the amount remaining after
4 deduction of the Court-approved payments from the Gross Settlement Amount for Class Counsel
5 Attorney Fees and Litigation Expenses, the Class Representative Service Payments, Administration
6 Expenses to ILYM Group, and the PAGA Penalties allocation, e.g.,

7 Gross Settlement Amount	\$4,000,000.00
8 Class Counsel Attorney Fees	\$1,333,333.33
9 Class Counsel Litigation Expenses	\$20,000.00
10 Class Representative Service Payment: Thanh Phan	\$30,000.00
11 Class Representative Service Payment: Mark Moranville	\$30,000.00
12 Administration Expenses (ILYM Group Fees)	\$34,658.89
13 PAGA Penalties Allocation to LWDA	\$60,000.00
14 PAGA Penalties Allocation to Aggrieved Employees	\$20,000.00
15 Net Settlement Amount	\$2,472,007.78

16 18. To determine a Participating Class Member's Individual Class Payment, the Net
17 Settlement Amount will be divided by the total number of Workweeks worked by all Class
18 Members during the Class Period, multiplied by the number of Workweeks worked by that
19 Participating Class Member. Based on these calculations, the Participating Class Members will
20 receive an estimated average gross payment of \$535.18, with the estimated highest gross payment
21 being \$1,089.84 and the estimated lowest payment being \$3.81.

22 19. In addition, ILYM Group reports a total of 3,729 Aggrieved Employees during the
23 PAGA Period. The PAGA payment shares to the Aggrieved Employees will be calculated based
24 on the Aggrieved Employee's number of Pay Periods worked during the PAGA Period. The
25 distribution will be divided by the total number of Pay Periods worked by all Aggrieved Employees
26 during the PAGA Period multiplied by the number of Pay Periods worked by that Aggrieved
27 Employee.

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1 Based on these calculations, the Aggrieved Employee's, will receive an estimated average payment
2 of \$5.36, with the estimated highest payment being \$8.71 and the estimated lowest payment being
3 \$0.13.

4 20. Plaintiff Thanh Phan will receive an estimated gross payout of \$1,094.61. Plaintiff
5 Mark Moranville will receive an estimated gross payout of \$1,025.21.

6 21. ILYM Group's total fees and costs for services in connection with the administration
7 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
8 costs for completion of the settlement administration, are \$34,658.89. ILYM Group's work in
9 connection with this matter will continue with the calculation of the settlement award payments,
10 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
11 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
12 Group to perform.

13 I declare under penalty of perjury under the laws of the State of California and the United
14 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
15 was executed this 16th day of August 2024, at Tustin, California.

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18 _____
19 NICOLE BENCH
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EXHIBIT “A”

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

***Phan v. St. Jude Medical Center, Superior Court of the
State of California, County of Orange, Case No. 30-2022-01244478-CU-OE-CXC***

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.*

To: All individuals who were employed by Defendant St. Jude Hospital in California and classified as a non-exempt employee at any time during the period of February 8, 2018, through July 27, 2023.

The Superior Court of the State of California, County of Orange has granted preliminary approval of a proposed settlement of the above-captioned action. Because your rights may be affected by this settlement, please read this Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) carefully.

The purpose of this Class Notice is to provide a description of the claims alleged in the action, the key terms of the settlement, and your rights and options with respect to the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Class Payment is: \$«Class_ESA». See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Exclude Yourself The Response Deadline is July 8, 2024.	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the class action portion of the Settlement and you will not be bound by the class action portion of the Settlement. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion. Instructions are set forth in Section 7 below.
Object The Response Deadline is July 8, 2024.	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. You may write to the Administrator about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. The Court’s Final Approval Hearing is scheduled to take place on September 13, 2024, at 9:00 a.m., at the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge William D. Claster in Department CX104. Directions regarding Objections are provided in Section 8 below.

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ
THIS CLASS NOTICE CAREFULLY.**

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

1. Why did I receive this Class Notice?

On February 8, 2022, plaintiff Thanh Phan filed a lawsuit against Defendant St. Jude Hospital dba St. Jude Medical Center (“Defendant”) in the Superior Court of the State of California, County of Orange (“Phan Action”). On February 22, 2022, plaintiff Mark Moranville filed a similar lawsuit against Defendant in the Superior Court of the State of California, County of Orange (“Moranville Action”). The two lawsuits were consolidated and are therefore referred to collectively as the “Action.”

Pursuant to a court order, you are hereby notified that Plaintiffs and Defendant have reached a proposed class action settlement of the Action. The Honorable William D. Claster has been assigned as the judge overseeing the Action and Settlement.

The Court held a hearing on April 5, 2024. After the hearing, the Court granted Preliminary Approval of the Settlement. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Class Notice to provide a summary of the Settlement so that you may better understand your rights and options under the Settlement. Capitalized terms in this Class Notice are defined herein and/or in the Parties' First Amended Class Action and PAGA Settlement Agreement ("Agreement").

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Orange (the "Court") has been reached between Plaintiffs and Defendant and has been granted preliminary approval by the Court.

You have received this Class Notice because you have been identified as a member of the Class and may be entitled to receive money from this Settlement.

The Class is defined as:

All individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period.

The "Class Period" is February 8, 2018, through July 27, 2023.

It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

In the Operative Complaint, Plaintiffs alleged the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide expense reimbursements, failure to provide accurate itemized wage statements, failure to pay wages at termination, and a representative claim under the California Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* ("PAGA") for civil penalties based upon the above alleged violations.

On June 27, 2022, the Court issued an Order consolidating the Phan Action Case No. 30-2022-01244478-CU-OE-CXC with the Moranville Action case no. 30-2022-01246853-CU-OE-CXC. The Order designated the class action case no. 30-2022-01244478-CU-OE-CXC as the lead case. On July 12, 2022, Plaintiffs filed the First Amended Consolidated Complaint, which included all claims and also added a cause of action for Violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, *et seq.* ("PAGA") in the Action. This First Amended Consolidated Complaint is the "Operative Complaint."

Defendant expressly denies any wrongdoing or legal liability arising out of the claims alleged in the Action. Defendant has asserted numerous procedural and legal defenses to the Action and contends that the facts and applicable law do not allow for any monetary or other relief to Plaintiff or the Class. Defendant wishes to settle this Action only to avoid costly, disruptive, and time-consuming litigation. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiffs' claims in the lawsuit have merit or that it has any liability to Plaintiffs or the group of individuals that Plaintiffs seek to represent in the Action.

The Court has not made any determination as to whether Plaintiffs' claims have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong.

The Court granted preliminary approval of the Settlement on April 5, 2024. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms Blumenthal Nordrehaug Bhowmik De Blouw LLP and Crosner Legal, PC, as Class Counsel. In granting preliminary approval of the Settlement, the Court has determined that there is sufficient evidence that the proposed Settlement is fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing concerning the Settlement.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Four Million Dollars (\$4,000,000) (the "Gross Settlement Amount") to fund the settlement of the Action.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Class Payments are made to Participating Class Members:

- *Administration Expenses Payment.* Payment to the Administrator, estimated not to exceed \$40,000, for expenses, including notifying the Class Members of the Settlement, distributing Individual Class Payments and tax forms, and handling questions about the Settlement.
- *Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.* Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$1,333,333, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$20,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses. The Class Counsel Fees Payment shall be allocated as follows: 37.5% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 50% to Crosner Legal, PC and 12.5% to The Tran Firm.
- *Class Representative Service Payments.* Class Representative Service Payments in an amount not to exceed \$30,000 to each Plaintiff, subject to Court approval, to compensate Plaintiffs for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiffs undertook.
- *PAGA Penalties.* A payment of \$80,000 relating to the claim for penalties under PAGA, 75% (\$60,000) of which will be paid to the California Labor Workforce Development Agency ("LWDA"), and 25% (\$20,000) of which shall be distributed as "Individual PAGA Payments" to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period.
 - The "PAGA Period" is February 8, 2021, through July 27, 2023.
 - "Aggrieved Employees" means all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period. As part of the resolution of the PAGA claim through this PAGA Penalties payment, Aggrieved Employees will release all Released PAGA Claims for civil penalties alleged in the Action which arose during the PAGA Period as set forth below.

Calculation of Payments to Participating Class Members ("Individual Class Payments").

The "Net Settlement Amount" means the total sum available for payout to Participating Class Members, which equals the Gross Settlement Amount minus the above-described Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Penalties, and the Administration Expenses Payment. The Net Settlement Amount is estimated to be at least \$2,472,007.78. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records; however, Class Members may challenge the number of Workweeks as explained below.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes, 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 the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint during the Class Period, including failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest thereon; failure to timely pay regular and final wages; the calculation of the regular rate of pay; wages lost from time rounding and timekeeping; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; payment for all hours worked, including off-the-clock work and uncompensated work time; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to pay sick pay wages; failure to properly calculate sick pay wages; failure to keep accurate records; failure to reimburse for all necessary business expenses; unfair business practices predicated on violations of law alleged in the Operative Complaint; recordkeeping

penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties; interest for claims for unpaid wages; and attorneys' fees and costs; claims under the California Labor Code including sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 223, 224, 226, 226.3, 226.7, 233, 246, 246.5, 248.5, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, and 2802); the Wage Orders of the California Industrial Welfare Commission; and California Business and Professions Code section 17200, et seq. This release excludes the release of claims not permitted by law. Upon entry of Judgment, Participating Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Class Claims, which are extinguished and precluded pursuant to *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018). Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

This means that, if you do not timely exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Released Parties for the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes, 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 the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice which occurred during the PAGA Period, including claims for unpaid wages, including failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse for all necessary business expenses; payment for all hours worked, including off-the-clock work and rounded time; wage statements; failure to keep accurate records; unlawful deductions and/or withholdings from wages; failure to timely pay wages; and failure to timely pay final wages. The Released PAGA Claims include claims for violation of the Wage Orders of the California Industrial Welfare Commission and the following California Labor Code sections: 201, 202, 203, 204, 206, 210, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, 2698 et seq., and 2699 et seq.). The Released PAGA Claims do not include claims for wrongful termination, discrimination, unemployment insurance, disability, and worker's compensation, and claims outside of the PAGA Period. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.

"Released Parties" collectively mean: Defendant and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, divisions, assigns, predecessors, successors, insurers, consultants, service providers, joint venturers, joint employers, co-employers, dual employers, alleged joint employers, alleged co-employers, alleged dual employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.

5. How much will my payment be?

Defendant's records reflect that you have **«Class Work Weeks»** Workweeks during the Class Period (February 8, 2018, through July 27, 2023).

Although the exact share of the Net Settlement Amount cannot be precisely calculated at this time, based on this information, your estimated Individual Class Payment is \$ «Class_ESA».

[if applicable - In addition, your Individual PAGA Payment is \$«PAGA_ESA».]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is **July 8, 2024**. You may also fax the dispute to 888-845-6185 or email the dispute to claims@ilymgroup.com by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator. A Dispute form is included with this Class Notice.

Tax Matters. Each Participating Class Member's Individual Class Payment will be apportioned as follows: (1) thirty percent (30%) shall be allocated to alleged wages for which an IRS Form W-2 will issue and which shall be subject to tax withholdings customarily made from an employee's wages and all other authorized and required withholdings; and (2)

seventy percent (70%) shall be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties, not subject to wage withholdings, for which an IRS Form 1099 will issue.

Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

6. How can I get a payment?

To get money from the Settlement, **you do not have to do anything**. A check for your Individual Class Payment, and any Individual PAGA Payment (if applicable), will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: ILYM Group, Inc 888-250-6810.

If the Court grants final approval of the Settlement and enters Judgment on the Settlement, and there are no objections or appeals, your Settlement payment will be mailed approximately two months after final approval. If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Class Settlement, and you will not be bound by its terms, which means you will retain your right to sue the Defendant as to the issues resolved by this Class Settlement.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion.

To opt out, you must mail to the Administrator, by First Class Mail, a written, signed, and dated request to opt-out postmarked no later than the Response Deadline which is **July 8, 2024**. You may also fax your request to opt out to 888-845-6185 or email the dispute to claims@ilymgroup.com by no later than the Response Deadline. A Request for Exclusion form is included with this Class Notice. The Request for Exclusion should state in substance: "I wish to be excluded from the Class in the *Phan v. St. Jude Medical Center* lawsuit." The Request for Exclusion must state the Class Member's full name, address, telephone number, social security number for verification purposes, the approximate dates of employment in California by Defendant, and the name and number of the case, which is *Phan v. St. Jude Medical Center*, Case No. 30-2022-01244478. The request to opt out must be completed by you. No other person may opt out for a living member of the Class.

The address for the Administrator is P.O. Box 2031, Tustin, CA 92781. Absent good cause found by the Court, written requests for exclusion that are postmarked after **July 8, 2024**, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release(s) described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, either in writing or in person. Objections that are in writing must state (1) the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant; (2) the words "Notice of Objection" or "Formal Objection"; (3) describe why you believe the Settlement is unfair and whether you intend to appear at the Final Approval Hearing; and (4) the name and number of the case, which is *Phan v. St. Jude Medical Center*, in the Superior Court of the State of California, County of Orange, Case No. 30-2022-01244478.

All written objections must be mailed to the Administrator at P.O. Box 2031, Tustin, CA 92781 no later than the Response Deadline of **July 8, 2024**. You may also fax the objection to 888-845-6185 or email the objection to claims@ilymgroup.com by no later than this Response Deadline.

Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection without submitting a written objection. At this time, the Court now hears matters both in person and remotely through Zoom through the court's online check-in process. If you need assistance, you may contact Class Counsel. Please check the Court's website for current information and instructions concerning appearances and how to view Court proceedings: <https://www.occourts.org/media-relations/civil.html>.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment and any Individual PAGA Payment owed. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. Who are the attorneys representing the Parties?

CLASS COUNSEL:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Zachary M. Crosner
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Crosner Legal, PC
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Tel.: 310- 496-5818
Fax: 310- 510-6429
E-Mail: zach@crosnerlegal.com
jamie@crosnerlegal.com

COUNSEL FOR DEFENDANT:

Derek R. Havel
Matthew A. Tobias
Tyler J. Johnson
Sheppard, Mullin, Richter & Hampton LLP
333 South Hope Street, 43rd Floor
Los Angeles, CA 90071

10. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 9:00 a.m. on September 13, 2024, in Department CX104 of the Superior Court of California, County of Orange, 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge William D. Claster. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and the amounts to be awarded for attorneys' fees, costs, and service payments. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

11. How do I get more information about the Settlement?

You may contact the Administrator at or contact Class Counsel for more information. The Administrator's contact information is as follows:

ADMINISTRATOR:

Name of Company: ILYM Group, Inc.
Email Address: claims@ilymgroup.com
Mailing Address: P.O. Box 2031, Tustin, CA 92781
Telephone Number: 888- 250-6810
Fax Number: 888-845-6185
Website: www.ILYMgroup.com

This Class Notice summarizes the proposed Settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Final Judgment or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Phan v. St. Jude Medical Center*. You may also get more details by examining the Court's file via the Civil Case and Document Access for the California Superior Court for the County of Orange (<https://www.occourts.org/online-services/case-access/>) and entering the Case No. 30-2022-01244478.

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your Settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Administrator will pay all unclaimed funds to the paid to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member where the funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

DISPUTE FORM

***Phan v. St. Jude Medical Center, Superior Court of the
State of California, County of Orange, Case No. 30-2022-01244478-CU-OE-CXC***

«CLIENTName»
«Address_»
«City», «State» «Zip_Code»
XX - XX - «Last_4_of_SSN»

Indicate Name/Address Changes, if any:

If you were employed by St. Jude Hospital dba St. Jude Medical Center (“Defendant”) in California classified as an hourly, non-exempt employee at any time during the period February 8, 2018, through July 27, 2023 (“Class Period”), then you are a Class Member.

The amount of your estimated Individual Class Payment is based upon the Workweeks you worked during the Class Period based on Defendant’s company records, as set forth below and in the Class Notice you received.

I. YOUR COMPENSABLE WORKWEEKS

Defendant’s records show that during the Class Period, you worked as a non-exempt employee in California, which qualifies you as a Class Member, and your total number of Workweeks during the Class Period are: «Class_Work_Weeks».

II. YOUR ESTIMATED INDIVIDUAL CLASS PAYMENT

Based upon the above numbers of Workweeks listed above, your estimated pre-tax Individual Class Payment is \$«Class_ESA».

III. CHALLENGE TO WEEKS WORKED

If you believe that the number of Workweeks stated above is correct, you do not have to do anything.

If you wish to dispute the number of Workweeks worked listed above, you must complete and postmark this Dispute Form, and provide all supporting information and/or documentation, to the Administrator by **July 8, 2024**.

*Check the box below **ONLY** if you wish to dispute the information listed above:*

☐ I wish to dispute the number of Workweeks listed above. I believe the correct amount of my Workweeks during the Class Period is _____. I have also included information and/or documentary evidence that support my dispute. I understand that, by submitting this dispute, I hereby authorize the Administrator to review Defendant’s records and make a determination as to the validity of my dispute based upon Defendant’s records as well as the records and information that I submit to the Administrator.

I declare under penalty of perjury under the laws of the State of California that the information I provided in this Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____

MAIL TO:

**Phan v. St. Jude Medical Center Administrator
c/o ILYM Group, Inc.
P.O. Box 2031,
Tustin, CA 92781
E-mail: claims@ilymgroup.com**

«Case_Name»

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

«ILYM_ID

QR Code»

ILYM ID: «ILYM_ID» «Postal_Sort» «Tray_PC»

«CLIENTName»

«Address_»

«City», «state» «Zip_Code»

«Encode»

REQUEST FOR EXCLUSION FORM

***Phan v. St. Jude Medical Center, Superior Court of the
State of California, County of Orange, Case No. 30-2022-01244478-CU-OE-CXC***

I confirm that I have received the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, which describes my rights and the options I may take in response to the parties' proposed Settlement in the above-referenced lawsuit.

By signing and returning this Request for Exclusion Form, I confirm that I wish to be removed from the proposed Class, that I do not want to participate as a Class Member, and that I do not want to be included in the proposed Class Settlement.

I understand and acknowledge that, by signing and submitting this form: (1) I will not receive any money from the proposed Settlement except my portion, if any, of the civil penalties that is allocated in settlement of the California Labor Code Private Attorney General Act of 2004 claim alleged by Plaintiffs in the above-referenced Action; (2) I will not be bound by the class portion of the proposed Settlement; and (3) I will not have any right to object to the proposed Settlement.

THE EXCLUSION FORM MUST BE SIGNED, DATED, AND MAILED BY FIRST CLASS U.S. MAIL, POSTMARKED NO LATER THAN JULY 8, 2024, TO: PHAN V. ST. JUDE MEDICAL CENTER ADMINISTRATOR, C/O ILYM GROUP, INC., P.O. BOX 2031, TUSTIN, CA 92781, CLAIMS@ILYMGROUP.COM, Fax: 888-845-6185.

Name: _____

Address: _____

Telephone Number: _____

Last 4 Digits of SSN: _____

Approximate Dates of Employment with
Defendant St. Jude Hospital dba St. Jude Medical Center:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Sign your name here)

Date

EXHIBIT “B”

ILYM ID	Full Name
SJUE0182	Mary Anthony
SJUE0242	Nancy Austin
SJUE0383	Ronald Bedwell
SJUE1165	Gianna Durocher
SJUE1230	Donn Ersepke
SJUE1304	Megan Lindsay Fedotov
SJUE1305	Angelika M Fein
SJUE1336	Paulette Fletcher
SJUE1456	Miriam Garcia
SJUE1500	Lisa Giambalvo
SJUE1632	Priscilla Guardado
SJUE1677	Josefa Ha
SJUE1697	Grace Hancock
SJUE2368	Carol Lisan
SJUE2847	Diane Morgan
SJUE2913	Marilyn K Nash
SJUE3344	Catherine Poquette
SJUE3394	Scarlett Shih-Ko Quintero
SJUE3410	Kathleen A Ramage
SJUE3598	Toni C Romano
SJUE3682	Magnolia De Leon Saenz
SJUE4343	Eleazar Vazquez
SJUE4373	Diane Koyo Verzani
SJUE4417	Debra Vodhanel