

1 Marilyn R. Moriarty [CSB No. 89818]

2 Marilyn.Moriarty@lewisbrisbois.com

3 Amanda M. Wintz [CSB No. 344996]

4 Amanda.Wintz@lewisbrisbois.com

LEWIS BRISBOIS BISGAARD & SMITH LLP

5 550 West C Street, Suite 1700

6 San Diego, CA 92101

7 Tel: 619-233-1006; Fax: 619-233-8627

8 Attorneys for Defendant RADY CHILDREN'S HOSPITAL-SAN DIEGO

9 Eric K. Yaeckel [CSB No. 274608]

10 yaeckel@sullivanlawgroupapc.com

11 Ryan T. Kuhn [CSB No. 324538]

12 ryan@sullivanlawgroupapc.com

SULLIVAN & YAECKEL LAW GROUP, APC

13 2330 Third Avenue

14 San Diego, California 92101

15 (619) 702-6760 * (619) 702-6761 FAX

16 Attorneys for Plaintiff JULIET BARNIA

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

17 Norman B. Blumenthal (State Bar #068687)

18 Kyle R. Nordrehaug (State Bar #205975)

19 Aparajit Bhowmik (State Bar #248066)

20 Victoria B. Rivapalacio (State Bar #275115)

21 Christine T. LeVu (State Bar #288271)

22 Adolfo Sanchez Contreras (State Bar #354371)

23 2255 Calle Clara

24 La Jolla, CA 92037

25 Telephone: (858)551-1223

26 Facsimile: (858) 551-1232

27 Attorneys for Plaintiff STEPHANIE JONES

28 JAMES HAWKINS APLC

James R. Hawkins, Esq. (#192925)

Gregory Mauro, Esq. (#222239)

Michael Calvo, Esq. (#314986)

Lauren Falk, Esq. (#316893)

Ava Issary, Esq. (#342252)

9880 Research Drive, Suite 200

Irvine, CA 92618

Tel.: (949) 387-7200

Fax: (949) 387-6676

Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff KRISTIN DIANE FLEISCHMAN,
Individually and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

STEPHANIE JONES, an individual, on behalf
of all persons similarly situated,

Plaintiffs,

v.

RADY CHILDREN'S HOSPITAL-SAN
DIEGO, a Corporation; and DOES 1 through
50, inclusive,

Defendants

[AND CONSOLIDATED MATTERS]

Case No.: 37-2023-00027035-CU-OE-CTL
[Consolidated with:
37-2023-00041000-CU-OE-CTL and
37-2024-00018852-CU-OE-CTL]

**DECLARATION OF JEFFREY D.
JOHNSON REGARDING THE NOTICE
PLAN IN SUPPORT OF FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: September 19, 2025
Time: 1:30 p.m.
Dept.: 63
Judge: Hon. Katherine Bacal

1 I, Jeffrey D. Johnson, declare as follows:

2 1. I am the Vice President of CAC Services Group, LLC (“CAC”), located at 6420 Flying
3 Cloud Dr Ste 101, Eden Prairie, MN 55344. I am over twenty-one (21) years of age, and I am not
4 a party to the above-captioned action. I have personal knowledge of the facts set forth herein and,
5 if called as a witness, could and would testify competently thereto.
6

7 2. CAC provides a comprehensive range of class and collective action claims
8 administration services. CAC has extensive experience in data processing and acting as third-party
9 administrator in class and collective actions throughout the country.

10 3. CAC’s class and collective action administration services include: coordination of all
11 notice requirements; design of direct-mail notice, publication of summary notice, emailing notice
12 packets and claim forms; coordination with the U.S. Postal Service; database management; website
13 hosting and management; claims processing; fund management and distribution; and preparation
14 of reports describing notice programs and claims processing.
15

16 4. CAC was retained to act, and appointed by this Court to act, as the Claims Administrator
17 for this action and to date has provided the following services for the above-captioned action:

18 a. Develop and execute a notice program targeting potential Settlement Class members,
19 as defined in the Class Action Settlement Agreement (the “Settlement Agreement”):
20

21 i. Settlement Class Member Definition: All persons who were employed by
22 and worked for Rady in California at any time during the time period of
September 22, 2022 to March 18, 2025 (the “Class Period”).

23 5. In regard to the notice program, CAC implemented the following notice plan:

24 a. Direct notice by first-class mail to all Settlement Class members whose names and
25 addresses were provided by Defendant.
26

27 6. To provide direct and timely notice by first-class mail, CAC performed the following:
28

- 1 a. On May 12, 2025, CAC received from Defendant an electronic list of seven thousand
2 one hundred forty-one (7,141) names and addresses of persons identified as potential
3 Settlement Class members as defined in Paragraph 4 above (the “Settlement Class
4 Member List”). The Settlement Class Member List was updated using the National
5 Change of Address (NCOA) system, which updates the addresses for all persons who
6 had moved in the previous four years and who had filed a change of address with the
7 U.S. Postal Service;
- 9 b. The Notice of Class Action Settlement (the “Notice”) was printed, personalized, and
10 inserted into a #10 window envelope (the “Notice Packet”). The template of the Notice
11 is attached hereto as Exhibit “1”;

12 7. In support of the direct mail Notice Packet, CAC had regular phone communications
13 with Class Members calling CAC. In general, the purpose of these communications was to:

- 14 a. Transcribe and fulfill the Notice Packet as requested; and
15 b. Answer Settlement Class member questions about the Notice Packet.

16 8. As of the date of this Declaration, zero (0) Notice Packets were returned to CAC by the
17 U.S. Postal Service with forwarding addresses.

18 9. As of the date of this Declaration, one hundred fifty-five (155) Notice Packets have been
19 returned to CAC by the U.S. Postal Service without forwarding addresses. For these Notice
20 Packets, an address search was completed resulting in one hundred five (105) new addresses. I
21 caused the Settlement Class Member List to be updated with the new addresses from the address
22 search results and a Notice Packet to be re-mailed to said Settlement Class members at each of
23 these new addresses. Additionally, through phone correspondence or other correspondence, CAC
24 continued to make a good faith effort to re-mail RFND mail leaving only fifty (50) Notice Packets
25 that remain classified as undeliverable after various attempts to locate the current address for said
26
27
28

1 Settlement Class members.

2 10. There is no claim form requirement in this case, so all individuals are included in the
3 recovery and payment unless they file a Request for Exclusion.

4 11. As of the date of this Declaration, CAC has received four (4) timely Requests for
5 Exclusion, which is 0.056% of the total number of class members.

6 12. As of the date of this Declaration, CAC has received no (0) objections.

7
8 13. Accordingly, there are seven thousand one hundred thirty-seven (7,137) participating
9 Class Members

10 14. It is my opinion that the above-described notice program and the Notice Packet are
11 adequate and reasonable under the circumstances. They are consistent with standards previously
12 employed by CAC in notification programs designed to reach known members of settlement groups
13 or classes. Additionally, the implemented notice program and the Notice Packet are fully compliant
14 with the notice requirements established by California law, as well as the parties' Settlement
15 Agreement and the prior Order of this Court.

16
17 15. Finally, if the settlement is finally approved by the Court, CAC will make all payment
18 distributions from funds provided by Defendants in accordance with terms of the Settlement
19 Agreement or as is otherwise ordered by the Court.

20 16. Currently, the average recovery for each participating class member would be \$154.93.
21 The highest recovery for any participating class member is \$227.15. The lowest recovery for any
22 participating class member is \$1.71.

23
24 17. CAC's costs associated with the administration of this matter are \$29,598.52. This
25 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
26 distribution.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed this 5th day of August 2025.

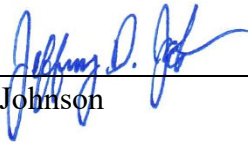
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EXHIBIT 1:

- Notice of Class Action Settlement

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

STEPHANIE JONES, an individual, on behalf of herself and on behalf of all persons similarly situated, Plaintiff, vs. RADY CHILDREN'S HOSPITAL-SAN DIEGO, a California Corporation and DOES 1-50, inclusive, Defendants. [AND CONSOLIDATED MATTERS]	Case No. 37-2023-00027035-CU-OE-CTL [Consolidated with: 37-2023-00041000-CU-OE-CTL and 37-2024-00018852-CU-OE-CTL] JUDGE: Honorable Katherine Bacal DEPARTMENT: C-63 NOTICE OF CLASS ACTION SETTLEMENT
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I. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in the case entitled *Stephanie Jones v. Rady Children's Hospital- San Diego, et al.*, Case No. 37-2023-00027035-CU-OE-CTL (the "Action"). The settlement also includes claims brought by additional Plaintiffs against Rady's in the related cases with case numbers 37-2023-00041000-CU-OE-CTL and 37-2024-00018852-CU-OE-CTL

This notice is to inform you of the proposed Settlement of the Action. The notice is also intended (i) to describe the Settlement, including how the Settlement monies will be allocated and how the Settlement may affect you; and (ii) to advise you of your rights and options with respect to the Settlement.

You are receiving this notice by order of the Court because the records of Rady Children's Hospital-San Diego, (hereinafter "Rady"), indicate that you are a current or former Rady employee who worked in California during the time period of September 22, 2022 to March 18, 2025 (the "Class"). As a result, **you are eligible to receive a portion of the settlement amount.**

This is **not** a notice of a lawsuit against you. **You are not being sued.** Your participation in the Settlement will **not** affect your employment with Rady in any way whatsoever.

II. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

In September 20, 2023, a Rady employee in California filed a lawsuit in which she alleged violations of California wage- and-hour laws on a class action and representative basis as to all of Rady's current and former employees in California.

The Class Action alleges that the Class was not paid regular, minimum, or overtime wages or final wages upon separation from employment, as required by California law; was not provided meal and rest periods under the California Labor Code and Wage Orders; was not reimbursed for all business-related expenses;

and, was not provided pay statements with information specified in the California Labor Code. The Class Action also alleges violations under the California Business and Professions Code §§ 17200 et seq. based on the foregoing state law claims and the federal Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq. The lawsuit also seeks penalties under California's Private Attorneys General Act ("PAGA") set forth in California Labor Code §§ 2699 et seq.

The individuals who are suing Rady are referred to in this document as "Plaintiffs." Plaintiff's attorneys, [identified below], have been litigating the Action in State Court prior to this settlement.

Rady claims that the members of the Class have been paid all monies that were due to them, maintains that it has complied with California's wage-and-hour laws, and denies all wrongdoing.

The Court has not ruled on whether Plaintiff's allegations have any merit. However, in order to avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiffs and Rady have negotiated a settlement whereby Rady has agreed to pay up to **\$1,900,000.00** to resolve the matter. As a Class Member, you are eligible to receive a portion of this amount.

This settlement is **not** an admission by Rady of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

All persons who were employed by and worked for Rady in California at any time during the time period of September 22, 2022 to March 18, 2025 (the "Class Period").

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties' proposed settlement, the following will occur if the settlement is given final approval by the Court:

A. Rady will pay up to One Million Nine Hundred Thousand Dollars and No Cents (\$1,900,000.00) to settle the claims of all Class Members.

B. A Settlement Administrator has been appointed by the Court to administer the settlement. The Settlement Administrator will pay from the \$1,900,000.00: (1) Plaintiff's counsel's attorneys' fees, up to one-third of the settlement value (or \$630,00.00); (2) Plaintiff's costs of litigation, up to the amount of \$85,000.00; (3) The expenses of administering the settlement, up to the amount of \$32,000.00; (4) Enhancement Awards of up to \$ \$30,000 (\$10,000 in total) for each Plaintiffs' role in pursuing the litigation; and (5) A payment of \$45,000.00 to the California Labor & Workforce Development Agency, representing 75% of the \$60,000.00 allocated to the settlement of Plaintiff's claim for civil penalties under PAGA. The remainder will be paid to the Class Members in settlement of their individual claims (the "Class Payment").

C. The Class Payment will be divided among all Class Members based on the estimated number of weeks worked for Rady in California by each Class Member. That is, the Class Payment will be divided by the number of aggregate qualified weeks worked by all Class Members during the Class Period to produce a "Weekly Settlement Value." A "qualified week" is any week in which a Class Member was employed by and worked for Rady in California during the Class Period. If you do not opt out of the settlement, you will be eligible to receive a settlement payment in the amount of the total number of qualified weeks you worked for Rady during the Class Period multiplied by the Weekly Settlement Value, less applicable withholdings.

D. Corresponding to Rady's records, you worked for Rady in the State of California for approximately <WorkWeeks> workweeks during the Class Period, which runs from September 22, 2022 through March 18, 2025.

Your portion of the Settlement Payment will be based on the above information. If you believe the information above is incorrect, you may dispute this information by sending your corrections and any supporting documentation to the Settlement Administrator via U.S. Mail, at CAC Services Group, 6420 Flying Cloud Dr Ste 101, Eden Prairie, MN 55344. Please be advised that the information listed above is presumed to be correct unless you prove otherwise.

The estimated value of each workweek for purposes of calculating Settlement Payments to all Class Members is approximately: \$1.6643. Your settlement amount will be calculated by multiplying this amount by the number of weeks you worked for Rady during the Class Period. Your estimated settlement amount is <Payment>. This is only an estimate. Your actual share may change depending on the Court's final ruling and the final number of participating Class Members.

E. If the Court grants final approval of the settlement agreement and you do not opt out of the settlement, then you will release Rady and their past, present, and future parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and each of their past, present, and future shareholders, owners, officers, directors, employees, agents, trustees, attorneys, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies that from all claims that were or could have been asserted based on the factual allegations in the Operative Complaint or based on any facts discovered in the course of the Action, including (without limitation), claims for failure to pay minimum or overtime wages, failure to provide meal and rest periods or to pay meal and rest period premiums, failure to indemnify necessary business expenses, failure to pay all wages due to discharged or quitting employees, failure to reimburse necessary business expenses, failure to provide accurate itemized wage statements; claims under California Labor Code sections 201 to 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2802, and the Wage Orders promulgated thereunder, California Business and Professions Code section 17200, et seq., and claims for injunctive relief, punitive damages, penalties of any nature (including PAGA civil penalties and statutory penalties), interest, fees, and costs). for the time period from February 12, 2019 up to and including the last date of the Class Period. You will be barred from prosecuting any of the Released Class Claims against the Released Parties.

F. Please Note: Individuals who fall within the definition of the Class may choose to request exclusion or "opt-out" of the Class under such procedures specified herein. Any such persons who opt-out of the Class ("Opt-Outs") will not receive an Individual Class Payment. However, you may not opt-out of the portion of the Settlement relating to the settlement of claims under PAGA. Even if a Class Member opts-out, they will still receive an Individual PAGA Payment. You will be bound by the PAGA portion of the release whether or not you cash the check for your portion of the PAGA penalties before it becomes void. Class Members who opt- out will only be bound by the release of the PAGA claims and will retain all other rights in their individual capacity.

V. WHAT ARE MY OPTIONS?

A. ***You may accept your share of the \$1,900,000.00 settlement and be bound by the release of all claims described above.*** Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the Settlement Administrator. Your check will remain valid and negotiable for one hundred eighty (180) days from the date on which it is issued. After those one hundred eighty (180) days expire, the check will become void; ***or***

B. You may exclude yourself from the settlement, in which case you will not receive your share of the settlement and you will not be bound by the settlement. If you choose to be excluded, by no later than June 21, 2025, you must send a written request for exclusion, by mail, to the Settlement Administrator, CAC Services Group, located at 6420 Flying Cloud Dr Ste 101, Eden Prairie, MN 55344. In order to be considered valid, your request for exclusion **must** include your name, your address, a request for exclusion, and your signature.

C. You may object to the settlement. The procedures for objecting to the settlement are described below in Section VIII of this form.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The Settlement Administrator will calculate your share of the settlement and will issue you a check.

B. Thirty-three percent (33.33%) of your share of the settlement will be considered wages from which ordinary tax withholdings will be deducted. No tax deductions shall be made from the remaining sixty-seven percent (66.67%). You will be given IRS tax forms for each of these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

C. It is important for the parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the Settlement Administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

VII. HEARING ON PROPOSED SETTLEMENT

A final fairness hearing will be held before the Court on September 19, 2025, at 1:30 a.m., in Department C-63 of the San Diego County Superior Court, located at the Hall of Justice, 330 West Broadway, San Diego, California 92101, to decide whether or not the proposed settlement is fair, reasonable, and adequate. The Court may adjourn or continue the hearing without further notice to you. You are not required to attend the hearing. Sullivan & Yaeckel Law Group, APC (contact information below), counsel for Plaintiff and the Class, will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. Procedures for making remote appearances at the hearing are allowed, but are subject to change. However, those procedures are posted on the Court's website at: <https://www.sdcourt.ca.gov/virtualhearings>.

You should check the Court website for up to date information before attempting to make a remote appearance.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

You have the option of objecting to the Settlement and telling the Court that you don't agree with the Settlement or some part of it. The Court will consider your views. To object, you may send a letter, which you must sign, saying that you object to the settlement of *Stephanie Jones, et al. v. Rady Children's Hospital- San Diego, et al.*, Case No. 37-2023-00027035-CU-OE-CTL. Be sure to include the case name and case number (as shown in the preceding sentence), your name, the last four digits of your Social Security Number and/or your Rady employee ID number, your address, the specific reasons you object to the terms of the Settlement, and your signature. Mail the objection to the Settlement Administrator address at CAC Services Group, 6420 Flying Cloud Dr Ste 101, Eden Prairie, MN 55344, or fax to (888) 495-9746 on or before June 21, 2025. A written objection is optional. You may also appear the Final Approval Hearing, as described in Section VII, above, to have any objections heard by the Court.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

This Notice summarizes the Settlement. For more detailed information, you may view a complete copy of the settlement agreement, and any papers filed in the Action, which are on file with the Clerk of the Court, case number 37-2023-00041000-CU-OE-CTL. The pleadings and all other records from this litigation may be examined by inspecting the Court file in the at the filing department of the San Diego County Superior Court, located at Hall of Justice, 330 West Broadway, San Diego, California 92101. You may also review the settlement agreement, along with other court records regarding this case, on the Court's website, <https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>, through the link to the "Register of Actions."

If you have any questions, you can call the Settlement Administrator at (866) 602-2260 or any of Class Counsel (see below for phone numbers.)

ATTORNEYS REPRESENTING PLAINTIFF AND THE CLASS

SULLIVAN & YAECKEL LAW GROUP, APC
Eric K. Yaeckel [yaeckel@sullivanlawgroupapc.com]
Ryan T. Kuhn [ryan@sullivanlawgroupapc.com]
2330 Third Avenue
San Diego, California 92101
(619) 702-6760 * (619) 702-6761 FAX

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**
Norman B. Blumenthal
Kyle R. Nordrehaug
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232
Email: Kyle@bamlawca.com

ATTORNEYS REPRESENTING RADY

Lewis Brisbois Bisgaard & Smith, LLP.
Marilyn R. Moriarty
550 West C. Street, Suite 1700
San Diego, California 92101

PLEASE DO NOT CALL THE COURT, RADY'S, RADY'S CORPORATE OFFICE AND MANAGERS, OR RADY'S ATTORNEYS REGARDING THIS SETTLEMENT.