

ATTORNEY OR PARTY WITHOUT ATTORNEY (<i>Name, State Bar number, and address</i>): JAMES HAWKINS APLC, James R. Hawkins (#192925); Gregory Mauro (#222239); Michael Calvo (#314986); Lauren Falk (#316893); Ava Issary (#342252) 9880 Research Drive, Suite 200 Irvine, CA 92618		FOR COURT USE ONLY
TELEPHONE NO.: 949-387-7200	FAX NO. (<i>Optional</i>):	
E-MAIL ADDRESS (<i>Optional</i>):		
ATTORNEY FOR (<i>Name</i>): Plaintiff, Christine Marie Burden		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF MENDOCINO		
STREET ADDRESS: 100 N. State Street		
MAILING ADDRESS:		
CITY AND ZIP CODE: Ukiah 95482		
BRANCH NAME:		
PLAINTIFF/PETITIONER: Christine Marie Burden		
DEFENDANT/RESPONDENT: Willits Hospital, Inc.		
NOTICE OF ENTRY OF JUDGMENT OR ORDER		
(Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$25,000)		CASE NUMBER: 22CV00400
☐ LIMITED CASE (Amount demanded was \$25,000 or less)		

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: December 10, 2025
2. A copy of the judgment, decree, or order is attached to this notice.

Date: 12/11/2025

Gregory Mauro

(TYPE OR PRINT NAME OF	☒	ATTORNEY	☐	PARTY WITHOUT ATTORNEY)
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(SIGNATURE)

PLAINTIFF/PETITIONER: Christine Marie Burden
 DEFENDANT/RESPONDENT: Willits Hospital, Inc.

CASE NUMBER:
 22CV00400

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached _____.

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

Date: _____

 (TYPE OR PRINT NAME OF DECLARANT)

_____
 (SIGNATURE OF DECLARANT)

PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On, December 11, 2025, I served on the interested parties in this action the following document(s) entitled:

NOTICE OF ENTRY OF JUDGMENT

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Alma@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

SERVICE LIST

(See Attached Service List)

[XX] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on December 11, 2025, at Irvine, California

Alma Chavarin
Alma Chavarin

1 SEYFARTH SHAW LLP
2 Kerry Friedrichs
3 560 Mission Street, 31st Floor
4 San Francisco, CA 94105
5 Email: kfriedrichs@seyfarth.com

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8 2029 Century Park East, Suite 3500
9 Los Angeles, CA 90067
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11 SEYFARTH SHAW LLP
12 Gina Gi
13 601 South Figueroa Street, Suite 3300
14 Los Angeles, CA 90017
15 Email: ggi@seyfarth.com

16 Attorneys for Defendant
17 *WILLITS HOSPITAL, INC.,*
18 *Db a ADVENTIST HEALTH HOWARD*
19 *MEMORIAL*

20 **Via LWDA Website Only**
21 Labor and Workforce Development Agency
22 Attn: PAGA Administrator
23 1515 Clay Street, Ste 801
24 Oakland, CA 94612
25 <http://www.dir.ca.gov/Private-Attorneys-General-Act>

FILED

12/10/2025

KIM TURNER, CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF MENDOCINO

Kester, Tracy 
DEPUTY CLERK

1 JAMES HAWKINS APLC
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9 Attorneys for CHRISTINE MARIE BURDEN on behalf of
the general public as private attorney general

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF MENDOCINO**

13 CHRISTINE MARIE BURDEN, on behalf of
the general public as private attorney general,

14 Plaintiff,

15 v.

16 WILLITS HOSPITAL, INC., a California
17 Non- Profit Corporation dba ADVENTIST
HEALTH HOWARD MEMORIAL; and
18 DOES 1-50, inclusive

19 Defendants.

CASE NO.: 22CV00400

The Hon. Jeanine Nadel,
Dept.: E

**~~PROPOSED~~ ORDER APPROVING
SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT
CLAIMS, ENTERING JUDGMENT**

Date: December 5, 2025

Time: 9:30 am

Dept.: E

Action Filed: May 13, 2022

1 **[PROPOSED] ORDER**

2 The Court, having reviewed the Parties' Settlement Agreement (the "Settlement" or
3 "Settlement Agreement") attached as Exhibit "1" to the Declaration of James Hawkins, together
4 with the Motion for Approval of Settlement of Private Attorneys General Act Claims and the
5 Declaration of James Hawkins and exhibits attached thereto, hereby ORDERS AS FOLLOWS:

6 Plaintiff's operative Complaint seeks civil penalties on behalf of the State of California
7 and similarly situated aggrieved employees (the "Aggrieved Employees"), as authorized by
8 PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set
9 forth in Plaintiff's Complaint and the letter to the Labor Workforce and Development Agency
10 "LWDA") dated December 14, 2021 (the "LWDA Letters"), on behalf of all current and
11 former non-exempt employees of Defendant Willits Hospital dba Adventist Health Howard
12 Memorial, Inc. ("Defendant") from May 13, 2021 to the date the PAGA Settlement is approved
13 by the Superior Court for the State of California for the County of Mendocino or other court
14 assuming jurisdiction of this matter. ("PAGA Period").

15 Under PAGA, in any action brought by an aggrieved employee, the Court "shall
16 review and approve any settlement of any civil action filed pursuant to this part." Lab. Code §
17 2699(1)(2). Accordingly the Court, having considered the proposed settlement set forth in the
18 Amended Settlement Agreement, including the proposed PAGA penalties, under Labor Code
19 § 2699(1)(2), having considered the papers filed in support of the proposed settlement and the
20 arguments of counsel, and good cause appearing, **NOW THEREFORE, IT IS ORDERED:**

- 21 1. The Court finds the instant Action presents a good faith dispute of the claims
22 alleged;
- 23 2. The Court finds in favor of settlement approval, and therefore approves the
24 Settlement of the above-captioned action, as set forth in the Settlement Agreement and each of
25 the releases and other terms, as fair, just, reasonable, and adequate;
- 26 3. The Court finds further that Plaintiff, acting on behalf of herself and the State of
27 California, by operation of this Order hereby releases and forever discharges Defendant and the
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1 Released Parties (as defined in the Settlement Agreement) from any and all PAGA Released
2 Claims (as defined in the Settlement Agreement) including penalties asserted in Plaintiff's
3 Complaint, including any and all known and unknown claims for civil penalties under the
4 Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that arise.

5 4. The Court finds further that the foregoing release shall be binding on Plaintiff
6 and the State of California, and shall bar any claim under PAGA brought by any person,
7 including the Aggrieved Employees (defined as PAGA Group Members in the Settlement
8 Agreement), on behalf of the State of California, as to the PAGA Released Claims and
9 Released Parties.

10 5. The Court finds further that for reasonable consideration, Plaintiff has agreed to
11 and is bound by Plaintiff's Complete and General Release (as defined in the Settlement
12 Agreement) and waiver of California Civil Code Section 1542;

13 6. The Parties are directed to comply with all terms of the Settlement Agreement,
14 and Defendants are directed to make all payments required by the Settlement Agreement;

15 7. Under the Settlement Agreement, Defendant agrees to pay an all-in Total
16 Settlement Payment of Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00)
17 (the "Total Settlement Payment"). The Total Settlement Payment is inclusive of payments to
18 the LWDA and Aggrieved Employees, enhancement award to Plaintiff, Attorney's Fees and
19 Costs, and Administration Costs. No portion of the Gross Settlement Amount will revert to
20 Defendant. Plaintiff's Counsel request an award of attorney's fees of \$150,000.00 and costs of
21 \$24,250.40; payment of settlement administrator ILYM Group Inc.'s costs of \$7,000.00, and
22 \$5,000.00 as an enhancement award to Plaintiff. Defendant does not oppose these requests.
23 The Court finds the Gross Settlement Amount is fair, reasonable and adequate, and approves
24 each of these payments, and directs the Settlement Administrator to make the above payments
25 from the Gross Settlement Amount.

26 8. After deducting the foregoing payments, the estimated remainder of
27 approximately \$258,000.00 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor
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1 Code section 2699(i), the NSA will then be distributed 75% percent (\$193,500.00) to the
2 LWDA, and the remaining 25% percent (\$64,500.00) to the Aggrieved Employees on a pro rata
3 basis, as set forth in the Settlement Agreement. The Court approves these payments, and directs
4 the Settlement Administrator to issue checks to the LWDA and Aggrieved Employees, along
5 with the Notice of PAGA Settlement, as set forth in the Settlement Agreement, and to
6 otherwise carry out its duties as set forth in the Settlement Agreement; and

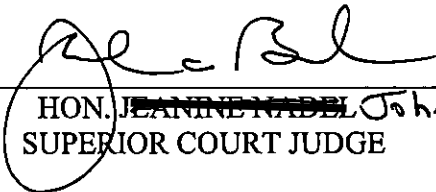
7 9. The Court hereby enters Judgment pursuant to the terms of the settlement
8 agreement and the Court reserves exclusive and continuing jurisdiction over the Action and the
9 Parties under Code of Civil Procedure § 664.6 for the purpose of supervising implementation,
10 enforcement, construction, administration, and interpretation of the Settlement Agreement.

11 10. Plaintiff shall promptly submit a copy of this Order to the LWDA pursuant to PAGA.

12 **IT IS SO ORDERED.**

13
14 Dated:

12/10/25

15 
16 HON. ~~JEANNE NADAL~~ John Behnke
17 SUPERIOR COURT JUDGE
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