

PLAINTIFF/PETITIONER: Lisa Lundsgaard, et al.
 DEFENDANT/RESPONDENT: John Muir Health

CASE NUMBER:
 MSC21-00412 / Dept. 12

**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*):

PLEASE SEE ATTACHED PROOF OF SERVICE

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: November 22, 2024

Isabel Yang

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT A

Received 11/13/24 via efilng



**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

LISA LUNDSGAARD, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; LESLIE RANDOLPH, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; DANA WALLACE, as an individual, and on behalf of all others similarly situated; and SHERWIN VILLAREAL, on behalf of himself and all others similarly situated,

Plaintiffs,

vs.

JOHN MUIR HEALTH, a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: ^{MSC}MC21-00412

Honorable Charles S. Treat
Department 12

CLASS ACTION

**[REVISED PROPOSED] ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: November 7, 2024
Time: 9:00 a.m.
Department: 12

1 This matter has come before the Honorable Charles S. Treat, whose courtroom is located
2 in Department 12 of the above-entitled Court, located at 725 Court Street, Martinez, California
3 94553, on November 7, 2024 at 9:00 a.m. for Plaintiffs Lisa Lundsgaard, Leslie Randolph, Dana
4 Wallace, and Sherwin Villareal's (collectively, "Plaintiffs" or "Representative Plaintiffs")
5 Motion for Final Approval of Class Action and PAGA Settlement ("Motion for Final
6 Approval"). Lawyers *for* Justice, PC, James Hawkins APLC, and Kyle Todd, P.C. appear on
7 behalf of Plaintiffs, and Bartko LLP appears as counsel for Defendant John Muir Health
8 ("Defendant").

9 On May 17, 2024, the Court entered an Order Granting Motion for Preliminary Approval
10 of Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily
11 approving the settlement of the above-entitled action ("Action") in accordance with the
12 Stipulation of Class and PAGA Settlement ("Settlement," "Agreement," or "Settlement
13 Agreement"), which, together with the exhibits and amendment annexed thereto set forth the
14 terms and conditions for settlement of the Action.

15 On October 15, 2024, the Motion for Final Approval was filed, and on November 6,
16 2024, the Court issued a tentative ruling granting the Motion for Final Approval. The tentative
17 ruling was not disputed and was adopted by the Court as its ruling.

18 Having reviewed the Settlement Agreement and duly considered the parties' papers and
19 oral argument, and good cause appearing,

20 **THE COURT HEREBY RULES AS FOLLOWS:**

21 Plaintiffs Lisa Lundsgaard, Leslie Randolph, Dana Wallace, and Sherwin Villareal move
22 for final approval of their class action and PAGA settlement with defendants John Muir Health
23 and related entities. They also move for approval of their attorney's fees, litigation costs,
24 administration costs, and representative payments.

25 Since preliminary approval was granted, the administrator has mailed notices to 10,232
26 class members. 215 packets were returned by the post office. Follow up resulted in new
27 addresses, leaving 35 non-deliverable. No objections have been received, and only 4 class
28 members have opted out.

1 The Motion for Final Approval is **granted**.

2 **A. Background and Settlement Terms**

3 Defendant operates major hospital and other medical facilities throughout the County.
4 Plaintiffs were employed as non-exempt hourly employees of defendant, though their job duties
5 are not specified. Lundsgaard worked at John Muir from 2021 to 2021; Randolph from 2016 to
6 2020; Wallace from 2018 to 2021; and Villareal in 2017.

7 Several original complaints were filed in 2021 and 2022. The current operative pleading
8 is the consolidated class action complaint, including all four plaintiffs and filed in July 2022.

9 The settlement will create a gross settlement fund of \$9,900,000. The class
10 representative payment to the plaintiffs will be \$10,000 each. Attorney's fees will be
11 \$3,300,000 (one-third of the settlement). Litigation costs are \$21,504. The settlement
12 administrator's costs are \$50,000. PAGA penalties will be \$150,000, resulting in a payment of
13 \$112,500 to the LWDA. The net amount paid directly to the class members will be about

14 \$6,338,496, not including PAGA distribution. The fund is non-reversionary. There are 10,228
15 participating class members. Based on the estimated class size, the average net payment for
16 each class member is about \$630. The individual payments will vary considerably, however,
17 because of the allocation formula prorating payments according to the number of weeks worked
18 during the relevant time. The number of aggrieved employees for PAGA purposes is smaller,
19 because the starting date of the relevant period is later.

20 The entire settlement amount will be deposited with the settlement administrator within
21 15 days after the effective date of the settlement.

22 The proposed settlement will certify a class of all current and former non-exempt
23 employees employed at Defendants' California facilities between March 2, 2017 and April 12,
24 2023. For PAGA purposes, the period covered by the settlement is April 12, 2020 to April 12,
25 2023.

26 The class members will not be required to file a claim. Funds will be apportioned to
27 class members based on the number of workweeks worked during the class period. Settlement
28 checks not cashed within 180 days will be cancelled, and the funds will be directed to the

1 unclaimed property fund.

2 The settlement contains release language covering all claims and causes of action,
3 alleged or which could have reasonably been alleged based on the allegations in the operative
4 pleading, including a number of specified claims. Under recent appellate authority, the
5 limitation to those claims with the “same factual predicate” as those alleged in the complaint is
6 critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 (“A court
7 cannot release claims that are outside the scope of the allegations of the complaint.”) “Put
8 another way, a release of claims that goes beyond the scope of the allegations in the operative
9 complaint’ is impermissible.” (*Id.*, quoting *Marshall v. Northrop Grumman Corp.* (C.D.
10 Cal.2020) 469 F.Supp.3d 942, 949.)

11 Formal discovery was undertaken, resulting in the production of substantial documents.
12 The matter settled after arms-length negotiations, which included a session with an experienced
13 mediator.

14 Counsel also has provided an analysis of the case, and how the settlement compares to
15 the potential value of the case, after allowing for various risks and contingencies. For example,
16 much of plaintiff’s allegations centers on possible off-the-clock work, including missed or
17 skipped meal breaks and rest breaks. Defendant, however, pointed out that its formal policies
18 prohibit off-the-clock work, and asserted that it would have had no knowledge of employees
19 beginning work before punching in or continuing after punching out. Further, it argued that it
20 was required to make meal and rest breaks available, but not required to ensure that they be
21 taken, so long as no employer policy prevented or discouraged taking such breaks. As to
22 unreimbursed employee expenses (such as cell phone use, mileage, and masks), plaintiff would
23 have been called on to show that such expenses were in fact incurred, were reasonably
24 necessary to job performance, and were unreimbursed. Furthermore, the fact-intensive character
25 of such claims would have presented a serious obstacle to class certification. Finally, defendant
26 pointed to settlements in prior class-action cases as limiting the exposure, though the present
27 papers do not explain that factor.

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1 The potential liability needs to be adjusted for various evidence and risk-based
2 contingencies, including problems of proof. PAGA penalties are difficult to evaluate for a
3 number of reasons: they derive from other violations, they include “stacking” of violations, the
4 law may only allow application of the “initial violation” penalty amount, and the total amount
5 may be reduced in the discretion of the court. (See Labor Code § 2699(e)(2) (PAGA penalties
6 may be reduced where “based on the facts and circumstances of the particular case, to do
7 otherwise would result in an award that is unjust arbitrary and oppressive, or confiscatory.”))
8 Moreover, recent decisions may make it difficult for PAGA plaintiffs to recover statutory
9 penalties, as opposed to actual missed wages. (See, e.g., *Naranjo v. Spectrum Security Services,*
10 *Inc.* (2023) 88 Cal.App.5th 937; but see *Gola v. University of San Francisco* (2023) 90
11 Cal.App.5th 548, 566-67.)

12 Notice of the proposed settlement was provided to LWDA.

13 **B. Legal Standards**

14 The primary determination to be made is whether the proposed settlement is “fair,
15 reasonable, and adequate,” under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801,
16 including “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of
17 further litigation, the risk of maintaining class action status through trial, the amount offered in
18 settlement, the extent of discovery completed and the state of the proceedings, the experience
19 and views of counsel, the presence of a governmental participant, and the reaction ... to the
20 proposed settlement.” (See also *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal.App.5th 521.)

21 Because this matter also proposes to settle PAGA claims, the Court also must consider
22 the criteria that apply under that statute. The Court of Appeal’s decision in *Moniz v. Adecco*
23 *USA, Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found
24 that the “fair, reasonable, and adequate” standard applicable to class actions applies to PAGA
25 settlements. (*Id.*, at 64.) The court also held that the trial court must assess “the fairness of the
26 settlement’s allocation of civil penalties between the affected aggrieved employees.” (*Id.*, at 64-
27 65.)

28 ///

1 California law provides some general guidance concerning judicial approval of any
2 settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of*
3 *California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement
4 contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405,
5 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, “the court cannot surrender
6 its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere
7 puppet in the matter.” (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990)
8 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always
9 apply, because “where the rights of the public are implicated, the additional safeguard of
10 judicial review, though more cumbersome to the settlement process, serves a salutatory
11 purpose.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141
12 Cal.App.4th 48, 63.)

13 **C. Attorney Fees and Other Costs**

14 Plaintiffs seek one-third of the total settlement amount as fees, relying on the “common
15 fund” theory, or \$3,300,000. (This is a slight reduction from the amount stated in the
16 preliminary approval.)

17 Even a proper common fund-based fee award, however, should be reviewed through a
18 lodestar crosscheck. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the
19 Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the
20 percentage allocated is reasonable. It stated: “If the multiplier calculated by means of a lodestar
21 cross-check is extraordinarily high or low, the trial court should consider whether the
22 percentage used should be adjusted so as to bring the imputed multiplier within a justifiable
23 range, but the court is not necessarily required to make such an adjustment.” (*Id.*, at 505.)

24 Accordingly, plaintiffs have provided information concerning the lodestar fee amount.
25 They estimate the lodestar at \$1,071,870, representing an implied multiplier of just above 3. The
26 multiplier is on the high side, but the results achieved are remarkable, and the lodestar can also
27 be described as counsel achieving this result efficiently. No adjustment from the one-third fee is
28 necessary. The attorney’s fees are reasonable and are approved.

1 The requested representative payments of \$10,000 each for the named plaintiffs were
2 deferred until this final approval motion. Criteria for evaluation of such requests are discussed
3 in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-07. Plaintiffs
4 have provided declarations in support of the request. Plaintiffs point out that they executed a
5 broader release than the class as a whole, but do not identify any particular claims of value that
6 they may have. They also risk damage to their reputation and more difficulty in obtaining
7 employment. The payments are a little higher than usual, considering that there are four of
8 them; but again, the results achieved and the size of the class represented are both remarkable.
9 The representative payments are approved.

10 Litigation costs of \$21,504 (mostly mediation and filing fees) are reasonable and are
11 approved. They are markedly lower than the \$40,000 allowed for in the settlement.

12 The settlement administrator's costs of \$50,000 are reasonable and are approved.

13 **D. Discussion and Conclusion**

14 The moving papers sufficiently establish that the proposed settlement is fair, reasonable,
15 and adequate to justify final approval. The allocation of PAGA penalties among the aggrieved
16 employees (based on pay periods) is reasonable.

17 The motion is granted.

18 **THEREFORE, THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES**
19 **AS FOLLOWS:**

20 1. All terms used herein shall have the same meaning as defined in the Settlement
21 Agreement and the Preliminary Approval Order.

22 2. This Court has jurisdiction over the claims of the Class Members and Aggrieved
23 Employees asserted in this proceeding and over all parties to the Action.

24 3. The Court finds that the applicable requirements of California Code of Civil
25 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with
26 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
27 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.

28 The Class is hereby defined to include:

1 All non-exempt employees of John Muir Health and related entities John Muir
2 Behavioral Health, John Muir Physician Network, John Muir Health Foundation,
3 and John Muir/Mt. Diablo Community Health Fund (a.k.a. John Muir Community
4 Benefit Fund and John Muir Mt Diablo Community Health Fund) who worked in
California from March 2, 2017 through April 12, 2023 (“Class” or “Class
Members”).

5 4. The Notice of Proposed Class Action and PAGA Settlement and Final Fairness
6 and Approval Hearing (“Class Notice”) that was provided to the Class Members, fully and
7 accurately informed the Class Members of all material elements of the Settlement and of their
8 opportunity to participate in, object to or comment thereon, or to seek exclusion from, the Class
9 Settlement; was the best notice practicable under the circumstances; was valid, due, and
10 sufficient notice to all Class Members; and complied fully with the laws of the State of
11 California, the United States Constitution, due process and other applicable law. The Class
12 Notice fairly and adequately described the Settlement and provided Class Members with
13 adequate instructions and a variety of means to obtain additional information.

14 5. Pursuant to California law, the Court hereby grants final approval to the
15 Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a
16 whole. More specifically, the Court finds that the Settlement was reached following meaningful
17 discovery and investigation conducted by Lawyers *for* Justice, PC, James Hawkins APLC, and
18 Kyle Todd, P.C. (collectively, “Class Counsel”); that the Settlement is the result of serious,
19 informed, adversarial, and arms-length negotiations between the parties; and that the terms of
20 the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
21 considered all of the evidence presented, including evidence regarding the strength of Plaintiffs’
22 claims; the risk, expense, and complexity of the claims presented; the likely duration of further
23 litigation; the amount offered in the Settlement; the extent of investigation and discovery
24 completed; and the experience and views of Class Counsel. The Court has further considered
25 the absence of any objections to the Class Settlement submitted by Class Members.
26 Accordingly, the Court hereby directs that the settlement be affected in accordance with the
27 Settlement Agreement and the following terms and conditions.

28 ///

1 6. A full opportunity has been afforded to the Class Members to participate in the
2 Final Approval Hearing, and all Class Members and other persons wishing to be heard have
3 been heard. The Court also finds that the Class Members also have had a full and fair
4 opportunity to exclude themselves from the Class Settlement. Accordingly, the Court
5 determines that all Class Members who did not submit a timely and valid Request for Exclusion
6 (“Participating Class Members”) are bound by the Class Settlement and by this Order.

7 a. Under the Settlement Agreement, the “Class Settlement” means the
8 settlement and resolution of all Released Class Claims.

9 b. Under the Settlement Agreement, “Released Class Claims” means any and
10 all claims, demands, rights, liabilities, and/or causes of action of every nature
11 and description that were or could have been asserted (whether in tort,
12 contract or otherwise), whether known or unknown, including, without
13 limitation, statutory, constitutional, contractual, and/or common law claims

14 for wages, premium wages, reimbursements, economic damages, non-
15 economic damages, unpaid costs, liquidated damages, penalties, punitive
16 damages, interest, attorneys’ fees, litigation costs, restitution, equitable relief,
17 other monies, or other relief based on any facts, transactions, events, policies,
18 occurrences, acts, disclosures, statements, omissions, or failures to act
19 alleged in the Operative Complaint in the Action or the PAGA Notices filed
20 by Representative Plaintiffs for any period of time from March 2, 2017
21 through April 12, 2023. The Released Class Claims include, without
22 limitation, claims for violation of California Labor Code sections 98.6, 201,
23 201.3, 202, 203, 204, 210, 216, 218.5, 218.6, 226, 226.2, 226.3, 226.6, 226.7,
24 233, 246, 246.5, 510, 512, 551, 552, 558, 558.1, 1174(d), 1174.5, 1194,
25 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804, and 2810.5, California
26 Code of Civil Procedure section 1021.5, and Industrial Welfare Commission
27 Wage Orders (including but not limited to Wage Orders 4 and 5), any other
28 similar state or federal law, and California Business and Professions Code

section 17200, *et seq.*

c. Under the Settlement Agreement, “Released Parties” means defendant John Muir Health, John Muir Behavioral Health, John Muir Physician Network, John Muir Health Foundation, and John Muir/Mt. Diablo Community Health Fund (a.k.a. John Muir Community Benefit Fund and John Muir Mt Diablo Community Health Fund), and all of their respective current and former divisions, parents, subsidiaries, predecessors and successors, and affiliated entities, and each of their past and present respective officers, directors, exempt executive-level employees, managers, members, owners, privies, trustees, contractors, consultants, managing agents, exempt employees, partners, physicians, independent contractors, attorneys, trustees, fiduciaries, executors, staffing agencies, administrators, representatives, insurers, re-insurers, executors, subrogees, shareholders, and agents, and any other successors, assigns, or legal representatives, and employment benefit plans and their fiduciaries, trustees, record keepers, service providers, and administrators.

7. The Court also determines that the State of California and all non-exempt employees of John Muir Health and related entities John Muir Behavioral Health, John Muir Physician Network, John Muir Health Foundation, and John Muir/Mt. Diablo Community Health Fund (a.k.a. John Muir Community Benefit Fund and John Muir Mt Diablo Community Health Fund) who worked in California from April 12, 2020 through April 12, 2023 (“Aggrieved Employees”) are bound by the PAGA Settlement and this Order.

a. Under the Settlement Agreement, the “PAGA Settlement” means the settlement and resolution of all Released PAGA Claims.

b. Under the Settlement Agreement, “Released PAGA Claims” means all claims for civil penalties under the California Labor Code’s Private Attorneys General Act of 2004, as amended, California Labor Code section 2699, *et seq.* arising during the PAGA Period [of April 12, 2020 through

1 April 12, 2023] that were asserted or could have been asserted based on the
2 facts alleged in the PAGA Notices filed by Representative Plaintiffs, and
3 Operative Complaint in the Action.

4 8. The Court finds that four (4) Class Members have opted out of the Class
5 Settlement.

6 9. The Court finds that payment of Settlement Administration Costs in the amount
7 of \$50,000.00 is appropriate for the services performed and costs incurred and to be incurred for
8 the notice and settlement administration process. It is hereby ordered that the Settlement
9 Administrator, ILYM Group, Inc., shall issue payment to itself in the amount of \$50,000.00, in
10 accordance with the terms and methodology set forth in the Settlement Agreement.

11 10. The Court finds that the Service Awards sought are fair and reasonable for the
12 work performed by Plaintiffs on behalf of the Class, Aggrieved Employees, and the State of
13 California and as consideration for the release of the Released Representative Plaintiffs' Claims.

14 It is hereby ordered that the Settlement Administrator issue payment in the amount of
15 \$10,000.00 each to Plaintiffs Lisa Lundsgaard, Leslie Randolph, Dana Wallace, and Sherwin
16 Villareal for their Service Awards, according to the terms set forth in the Settlement Agreement.

17 11. The Court finds that the allocation of \$150,000.00 toward penalties under the
18 Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA Settlement
19 Payment"), is fair, reasonable, and appropriate, and hereby approved. The Settlement
20 Administrator shall distribute the PAGA Settlement Payment as follows: the amount of
21 \$112,500.00 to the California Labor and Workforce Development Agency ("LWDA"), and the
22 amount of \$37,500.00 to the Aggrieved Employees on a *pro rata* basis, according to the terms
23 and methodology set forth in the Settlement Agreement.

24 12. The Court finds that attorneys' fees in the amount of \$3,300,000.00 to Class
25 Counsel falls within the range of reasonableness, and the results achieved justify the award
26 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate,
27 and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment
28 in the amount of \$3,300,000.00 to Class Counsel for attorneys' fees, with five percent (5%) of

1 the attorney's fees to be withheld by the Settlement Administrator pending satisfactory
2 compliance as found by the Court, in accordance with the terms and methodology set forth in
3 the Settlement Agreement.

4 13. The Court finds that reimbursement of litigation costs and expenses in the
5 amount of \$21,504.26 to Class Counsel is reasonable, and hereby approved. It is hereby ordered
6 that the Settlement Administrator issue payment in the amount of \$21,504.26 to Class Counsel
7 for reimbursement of litigations costs and expenses, in accordance with the terms and
8 methodology set forth in the Settlement Agreement.

9 14. It is hereby ordered that within fifteen (15) calendar days after the Effective
10 Date, Defendant shall wire the Gross Settlement Amount (i.e., \$9,900,000.00) and the
11 employer's share of payroll taxes and contributions with respect to the wage portion of
12 Individual Settlement Payments to the Settlement Administrator for deposit into the qualified
13 settlement account established by the Settlement Administrator, in accordance with the terms
14 and methodology set forth in the Settlement Agreement.

15 15. It is hereby ordered that within ten (10) calendar days of the funding of the Gross
16 Settlement Amount, the Settlement Administrator shall distribute Individual Settlement
17 Payments to Participating Class Members, Individual PAGA Payments to Aggrieved
18 Employees, the Service Awards to Plaintiffs, the LWDA Payment to the LWDA, Class Counsel
19 Attorneys' Fees and Class Counsel's Costs to Class Counsel, and the Settlement Administration
20 Costs to the Settlement Administrator, in accordance with this Order and the methodology and
21 terms set forth in the Settlement Agreement.

22 16. Each check issued to a Participating Class Member for their Individual
23 Settlement Payment and/or each check issued to an Aggrieved Employee for their Individual
24 PAGA Payment check shall be valid for a period of one hundred eighty (180) calendar days from
25 the date of issuance of the check, and after this time period, the check(s) shall be cancelled. The
26 funds associated with checks issued to Settlement Class Members and Aggrieved Employees that
27 have not been cashed or deposited within the 180-day period will be transmitted to the State
28 Controller's Office Unclaimed Property Division in the names of the Participating Class Members

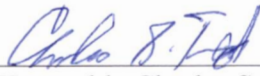
1 and/or Aggrieved Employees whose checks are cancelled.

2 17. After entry of this Order, pursuant to California Rules of Court, Rule 3.769(h),
3 the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement
4 Agreement and this Order, to hear and resolve any contested challenge to a claim for settlement
5 benefits, and to supervise and adjudicate any dispute arising from or in connection with the
6 distribution of settlement benefits.

7 18. Notice of entry of this Order shall be given by posting a copy of this Order on
8 the Settlement Administrator's website for a period of at least sixty (60) calendar days after the
9 date of entry of this Order. Individualized notice is not required to the Class.

10 **IT IS SO ORDERED.**

11
12 DATE: NOV 20 2024



The Honorable Charles S. Treat
Judge of the Contra Costa County Superior
Court of California

EXHIBIT B

Received 11/13/24 via efilng

FILED

2024 NOV 22 P 12:41

KATE BIEKER
CLERK OF THE SUPERIOR COURT
COUNTY OF CONTRA COSTA, CA

ASSISTANT CLERK

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

MSC

LISA LUNDSGAARD, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act; LESLIE
RANDOLPH, individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;
DANA WALLACE, as an individual, and on
behalf of all others similarly situated; and
SHERWIN VILLAREAL, on behalf of himself
and all others similarly situated,

Plaintiffs,

vs.

JOHN MUIR HEALTH, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: MC21-00412

Honorable Charles S. Treat
Department 12

CLASS ACTION

[REVISED PROPOSED] JUDGMENT

Date: November 7, 2024
Time: 9:00 a.m.
Department: 12

[REVISED PROPOSED] JUDGMENT

1 This matter has come before the Honorable Charles S. Treat, whose courtroom is located
2 in Department 12 of the above-entitled Court, located at 725 Court Street, Martinez, California
3 94553, on November 7, 2024 at 9:00 a.m. for Plaintiffs Lisa Lundsgaard, Leslie Randolph, Dana
4 Wallace, and Sherwin Villareal's (collectively, "Plaintiffs" or "Representative Plaintiffs")
5 Motion for Final Approval of Class Action and PAGA Settlement ("Motion for Final
6 Approval"). Lawyers *for* Justice, PC, James Hawkins APLC, and Kyle Todd, P.C. appear on
7 behalf of Plaintiffs, and Bartko LLP appears as counsel for Defendant John Muir Health
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9 On May 17, 2024, the Court entered an Order Granting Motion for Preliminary Approval
10 of Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily
11 approving the settlement of the above-entitled action ("Action") in accordance with the
12 Stipulation of Class and PAGA Settlement ("Settlement," "Agreement," or "Settlement
13 Agreement"), which, together with the exhibits and amendment annexed thereto set forth the
14 terms and conditions for settlement of the Action.

15 On October 15, 2024, the Motion for Final Approval was filed, and on November 6,
16 2024, the Court issued a tentative ruling granting the Motion for Final Approval. The tentative
17 ruling was not disputed and was adopted by the Court as its ruling; the Court's order ruling on
18 the Motion for Final Approval is set forth in the separate Order Granting Final Approval of Class
19 Action and PAGA Settlement.

20 Having reviewed the Settlement Agreement and duly considered the parties' papers and
21 oral argument, and good cause appearing,

22 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

23 1. The Court hereby enters Judgment by which, upon the Effective Date and
24 Defendant's full funding of the Gross Settlement Amount, Plaintiffs and Class Members who
25 did not submit a timely and valid Request for Exclusion ("Participating Class Members") on
26 behalf of themselves, and each of their heirs, representatives, successors, and assigns shall by
27 operation of this Judgment, be deemed to fully release and discharge, and be forever barred
28 from pursuing any and all Released Class Claims during the Class Period against Defendant and

1 the Released Parties, and the Plaintiffs, the State of California, and the Aggrieved Employees
2 shall by operation of this Judgment, be deemed to fully release and discharge, and be forever
3 barred from pursuing any and all Released PAGA Claims during the PAGA Period against
4 Defendant and the Released Parties, as set forth in the Settlement Agreement, as amended, and
5 Notice of Proposed Class Action and PAGA Settlement and Final Fairness and Approval
6 Hearing ("Class Notice").

7 2. After entry of this Judgment, pursuant to California Rules of Court, Rule
8 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the
9 Settlement Agreement and this Judgment, to hear and resolve any contested challenge to a claim
10 for settlement benefits, and to supervise and adjudicate any dispute arising from or in
11 connection with the distribution of settlement benefits.

12 3. Notice of entry of this Judgment shall be given by posting a copy of this
13 Judgment on the Settlement Administrator's website for a period of at least sixty (60) calendar
14 days after the date of entry of this Judgment. Individualized notice is not required to the Class.

15 4. A Final Compliance Hearing is set for Thursday, June 26, 2025 at 9:00 a.m. in
16 Department 39. Class Counsel are to submit a compliance statement one (1) week before the
17 Final Compliance Hearing date.

18 **IT IS SO ORDERED.**

19 DATE: NOV 20 2024

20 
21 The Honorable Charles S. Treat
22 Judge of the Contra Costa County Superior
23 Court of California
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On November 22, 2024, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

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[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency Web URL:
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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[X]

STATE

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

Executed on November 22, 2024, at Glendale, California.



Isabel Yang