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13 Attorneys for Plaintiff Janine Mireles, individually and  
14 on behalf of all others similarly situated

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
16 **FOR THE COUNTY OF SAN JOAQUIN**

17 JANINE MIRELES, individually and on  
18 behalf of all others similarly situated,

19 Plaintiff,

20 v.

21 LODI MEMORIAL HOSPITAL  
22 ASSOCIATION, INC.; ADVENTIST  
23 HEALTH SYSTEM/WEST; and DOES 1  
through 25, inclusive

24 Defendants.  
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SEP 19 2023  
Filed  
STEPHANIE BOHNER, CLERK  
By [Signature]  
DEPUTY

Case No. STK-CV-UOE-2020-0004458  
ASSIGNED FOR ALL PURPOSES TO:  
The Honorable Erin Guy Castillo  
Department 10B

**REPRESENTATIVE ACTION**

**[PROPOSED] JUDGMENT**

Date: August 29, 2023  
Time: 9:00 a.m.  
Dept: 10B  
Judge: Hon. Erin Guy Castillo

Complaint filed: June 2, 2020  
Trial date: Not set

AUG 30 2023

1 Judgment is entered in accordance with this Court's Order Granting Plaintiff's Motion for  
2 Approval of Private Attorneys General Act ("PAGA") Settlement ("Order").

3 The "Total Settlement Payment" required by the Settlement Agreement and Release of  
4 PAGA Claims ("Settlement") between Plaintiff Janine Mireles ("Plaintiff") and Defendants  
5 Lodi Memorial Hospital Association, Inc. and Adventist Health System/West ("Defendants"),  
6 and the maximum amount Defendants are required to pay under the Settlement, is \$1,500,000.

7 Through its Order, the Court has authorized the following distributions from the  
8 Total Settlement Payment: (1) \$525,000 to Plaintiff's Counsel, Cohelan, Khoury & Singer, and  
9 Lebe Law APLC, for attorneys' fees, and \$21,600 to Plaintiff's Counsel for litigation costs  
10 ["Plaintiff's Counsel Payment"]; (2) \$7,500 to Plaintiff for service as the PAGA Representative  
11 ["General Release Payment"]; and, (3) \$9,795 to the Administrator Xpand Legal, for the costs  
12 associated with administering the Settlement ["Settlement Administrator Costs"].

13 After these distributions from the Total Settlement Payment, the remaining sum of  
14 \$936,105, is the "PAGA Fund," which shall be distributed pursuant to Labor Code section  
15 2699(i) as follows: 75% (\$702,078.75), to the Labor and Workforce Development Agency; and  
16 25% (\$234,026.25), to all individuals employed in California by Defendants, or either of them,  
17 as non-exempt clinical employees any time from May 16, 2019 to June 24, 2023 ("PAGA  
18 Settlement Members"), according to the Settlement's method to calculate Individual Payments.

19 By this judgment, the PAGA Settlement Members as defined in the Settlement shall be  
20 deemed to have, and by operation of the judgment shall have, fully, finally, and forever  
21 released, relinquished, and discharged all claims for PAGA penalties during the PAGA Period  
22 that were asserted in this action or that reasonably could have been asserted based on the facts  
23 alleged in the operative complaint or in the Notice(s) sent to the Labor & Workforce  
24 Development Agency.

25 Pursuant to California Code of Civil Procedure section 664.6, and Rules of Court, Rule  
26 3.769(h), the Court shall retain continuing jurisdiction over this action and the Parties, including  
27 after entry of Judgment, to the extent necessary to interpret, enforce, and effectuate the terms  
28 and intent of the Settlement.

1 This document shall constitute a judgment for purposes of Rules of Court, Rule 3.769(h).

2 **IT IS SO ORDERED.**

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4 Dated: September 19, 2023



Honorable Erin Guy Castillo  
Judge of the Superior Court

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