SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

MIRIAM CAMARILLO, an individual on behalf of herself and all others similarly situated,

Plaintiff,

v.

LODI MEMORIAL HOSPITAL ASSOCIATION, INC., a Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. **STK-CV-UOE-2025-0007037**
Related Case: Gill v. Lodi Memorial Hospital Association, case no. **STK-CV-UOE-2025-12196**

[PROPOSED] ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT

Hearing Date: November 3, 4, 5, 10, or 12, 2026
Hearing Time: 9:00 a.m.

Judge: Hon. Robert T. Waters
Dept.: 11B

Action Filed: August 28, 2025
Trial Date: Not Set

ORDER AND JUDGMENT

1. Plaintiffs Miriam Camarillo and Douglas Gill ("Plaintiffs") move for approval of the settlement of Plaintiff's claims under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to California Labor Code § 2699(l), against Defendant Lodi Memorial Hospital Association, Inc. ("Defendant").

2. Plaintiffs exhausted all administrative remedies required to bring the PAGA claims asserted in this action and are authorized to act as private attorneys general with respect to the PAGA claims being released under the terms of the PAGA Settlement Agreement ("Agreement"), which is incorporated by reference. The California Labor Workforce Development Agency was provided with notice of the Settlement and the motion for approval of the PAGA settlement via its online process and no objection has been received to the settlement or the motion from the Labor Workforce Development Agency ("LWDA").

3. The Parties seek approval of the settlement of Plaintiffs' PAGA claims and the PAGA Payment to be paid as part of the settlement as set forth in the Agreement which was filed with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of $620,000, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed $7,931) for RUST Consulting ("RUST"), to administer the settlement, PAGA Counsel Fees Payment in the amount of $217,000 (one-third of the Gross Settlement Amount), and PAGA Counsel Litigation Expenses Payment in the amount of $32,472.25. The PAGA Payment, which is the amount remaining of the Gross PAGA Settlement Amount after deduction of the Administration Expenses Payment, and PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment (no less than $362,596.75), shall be allocated to Labor Code 2699 penalties, including other civil penalties specified in the Labor Code, of which 65% of the payment will be paid to the LWDA (no less than $235,687.89) and 35% will be paid to the Aggrieved Employees (no less than $126,908.86).

4. The Court, having reviewed the evidence and papers submitted and argument of counsel, pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Plaintiffs' motion and approves the PAGA settlement as set forth in the Agreement and the PAGA Payment, which shall be

allocated and paid out as set forth in the Agreement.

5. The "PAGA Settlement Members" (also referred to as "Aggrieved Employees") is defined as all current and former non-exempt employees of Defendants during the PAGA Period. The "PAGA Settlement Period" means the time period from March 12, 2024 through April 3, 2026.

6. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount, Defendant and the Released Parties (as defined in the Agreement) shall be entitled to a release of the Released PAGA Claims. The "Released Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Settlement Actions, and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period. "Settlement Actions" is defined collectively as the *Camarillo* Lawsuit and the *Gill* Lawsuit. The Released Claims expressly exclude all other claims, including Plaintiffs' individual claims subject to a separate settlement, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California Plaintiffs' claims, and PAGA claims outside of the PAGA period.

7. This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use, or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order (i.e., evidence of a "first" or "initial" violation), or any liability, obligation, or duty at law or in equity, or for any other purpose. This settlement (including this Order) shall not be construed to be an admission by Defendant of any liability or wrongdoing as to Plaintiffs, the Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing.

8. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall submit a copy of this Order and Judgment to the LWDA within 10 days after its entry.

9. This claim asserted under PAGA in this action is dismissed with prejudice. After entry of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure § 664.6, retain jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement,

and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.

DATED:_____

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THE HONORABLE ROBERT T. WATERS
JUDGE OF THE SUPERIOR COURT