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15 Attorneys for Plaintiff SAVANNAH THOMPSON  
16 for herself and persons similarly situated

17 SUPERIOR COURT OF CALIFORNIA  
18 FOR THE COUNTY OF CONTRA COSTA  
19 UNLIMITED JURISDICTION

20 SAVANNAH THOMPSON, individually, and  
21 on behalf of others similarly situated,

22 Plaintiff

23 v.

24 JOHN MUIR HEALTH INC, a California  
25 corporation,

26 Defendant.

Case No. C22-02125

ORDER AND JUDGMENT GRANTING  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT, ATTORNEY FEES TO  
CLASS COUNSEL, AND SERVICE AWARD  
TO THE REPRESENTATIVE PLAINTIFF

CLASS ACTION

Date: April 8, 2026

Time: 9 a.m.

Dept: 16

Hon. Benjamin T. Reyes II<sup>1</sup>

27 JOHN MUIR HEALTH INC, a California  
28 corporation,

Cross-Complainant,

v.

SAVANNAH THOMPSON, an individual,

Defendant.

<sup>1</sup> This case was reassigned from Judge Weil in Department 39 as of March 1, 2026.

1           **WHEREAS:**

2           A.       On October 22, 2022, Plaintiff Savannah Thompson, filed this action on behalf of  
3 herself and persons similarly situated (“Plaintiff”) against Defendant John Muir Health Inc. (“JMH”)   
4 alleging unconscionable pricing of a certain routine diagnostic urine test (the “Service”).

5           B.       On March 21, 2025, the Court certified this case as a class action on behalf of a  
6 certain group of affected persons who received the Service from JMH (the “Class” or “Class  
7 Members”) and appointed Plaintiff’s attorneys as counsel for the Class (“Class Counsel”).

8           C.       On September 9, 2025, the parties filed a Stipulation Of Settlement (a/k/a the  
9 “Settlement”) in conjunction with Plaintiff’s Unopposed Motion For Preliminary Approval Of Class  
10 Action Settlement.

11          D.       On November 24, 2025, the Court entered a stipulated order amending paragraph 31  
12 of the Stipulation Of Settlement, regarding the *cy pres* distribution provision, thereby extending the  
13 timeline for the *cy pres* distribution to no sooner than 180 days after refund checks are first mailed.

14          E.       On December 12, 2025, the Court granted preliminary approval of the Settlement,  
15 including ordering the parties to proceed with notice to the Class, setting a briefing schedule and  
16 deadlines for final approval matters, and setting a final fairness hearing on those matters (the  
17 “Preliminary Approval Order”).

18          F.       On February 19, 2026, Plaintiff filed a motion for final approval, and supporting  
19 papers, including confirmation that the notice to the Class had been duly implemented in accordance  
20 with the Settlement and Preliminary Approval Order (the “Final Approval Motion”).

21          G.       On April 8, 2026, the Court held the final approval hearing.

22          H.       No Class Member has objected to the Settlement.

23          I.       One Class Member has elected to exclude himself/herself from the Settlement.

24           **NOW THEREFORE**, having conducted the final approval hearing, and considered the  
25 Settlement and papers and evidence submitted in support of the Preliminary Approval Order and the  
26 Final Approval Motion, and all further material presented in connection with the final approval  
27 hearing, and the entire record of this action, **THE COURT HEREBY ORDERS, ADJUDGES**

28           **AND DECREES AS FOLLOWS:**

1           1.       This Order and Judgment incorporate and approve the Stipulation Of Settlement filed  
2 September 9, 2025. The terms used herein shall have the same meaning as set forth in the Settlement.

3           2.       The Court finds that the Settlement is the product of good faith, arm’s length  
4 negotiations and is fair, reasonable, and adequate in all material respects.

5           3.       The Court holds that it has jurisdiction over the subject matter, the parties, and the  
6 Class Members with respect to this Settlement and judgment thereon.

7           4.       The Court confirms its prior orders designating Plaintiff Savannah Thompson as the  
8 representative of the Class; Thomas E. Loeser of Cotchett, Pitre, & McCarthy, LLP (and previously  
9 Hagens Berman Sobol Shapiro LLP) and Peter Fredman of the Law Office of Peter Fredman PC as  
10 Class Counsel; and Epiq Class Action & Claims Solutions, Inc. (“Epiq”) as the Notice and  
11 Settlement Administrator.

12          5.       The Court confirms its prior order granting class certification. In accordance with the  
13 terms of the Stipulation of Settlement, the certified Class consists of and is limited to those persons  
14 and only those persons identified (anonymously) on the list attached as Exhibit A to the Stipulation  
15 of Settlement who did not timely opt-out of the Settlement.

16          6.       The Court finds that the Class Notice provided to the Class Members fully and  
17 accurately informed them of all material elements of the proposed Settlement, constituted valid, due,  
18 and sufficient notice to all Class Members, and was the best notice practicable under the  
19 circumstances. Those Class Members who have not timely opted out of the Class are hereby bound  
20 by the Settlement.

21          7.       Judgment shall be entered in accordance with the terms of the Stipulation of  
22 Settlement, and payments and credits shall be made to the Class Members as set forth on Exhibit A  
23 thereto, except that the putative Class Member identified anonymously as 21480425 on Exhibit A  
24 has opted out of the Settlement, and therefore shall not receive any benefits of the Settlement or be  
25 bound by the Settlement in any way. Specifically, JMH via the Settlement Administrator shall make  
26 the cash refund payments due to the Class Members in accordance with paragraph 11.1 of the  
27 Stipulation of Settlement and JMH shall itself implement the credits against Class Member account  
28 balances in accordance with paragraph 11.2 of the Stipulation of Settlement.

1           8.       Class Counsel are awarded attorneys' fees of \$ \_\_\_\_\_ including costs and  
2 expenses. Having considered their attorney fee application, including the timesheet detail they  
3 submitted in support, the Court finds that such award is fair and reasonable, and orders that they be  
4 paid by JMH in accordance with 14 of the Stipulation of Settlement except that 5% of the attorney  
5 fees (\$ \_\_\_\_\_) shall be held by the Settlement Administrator pending the satisfactory completion of  
6 compliance with this Order and Judgment.

7           9.       The Court approves the service award to Plaintiff Savannah Thompson set forth in  
8 paragraph 15 of the Stipulation Of Settlement to provide Ms. Thompson with an additional credit of  
9 \$3,629.90 against her JMH account balance, which, combined with the credit due her as a Class  
10 Member of \$3,404.67 will result in the elimination of her entire alleged JMH account balance of  
11 \$7,034.57 and complete resolution of JMH's cross-complaint against her in this action.

12           10.      The Court confirms its approval of Bay Area Legal Aid as the *cy pres* recipient for  
13 any residue funds resulting from uncashed checks to Class Members in accordance with paragraph  
14 16 of the Stipulation Of Settlement. The distribution shall be made in accordance with paragraph 31  
15 of the Stipulation Of Settlement as amended by the stipulated order entered November 24, 2025 to  
16 read:" In the event that the Settlement Administrator is unable to distribute any Class Member  
17 money (e.g. Class Member claimants fail to cash their checks), the money shall be paid over to Bay  
18 Area Legal Aid as the *cy pres* recipient. This *cy pres* distribution shall occur no sooner than 180 days  
19 after the checks are first mailed to the Class Members and no sooner than the expiration dates of the  
20 checks."

21           11.      The Court further orders the parties to the Settlement and the Settlement  
22 Administrator to perform their obligations pursuant to the terms of the Stipulation Of Settlement.

23           12.      The Court approves and orders the direct payment of the Settlement Administrator's  
24 fees by JMH in accordance with their agreement and the terms of the Stipulation Of Settlement.

25           13.      The Court adjudges that all Class Members who did not request exclusion, shall, to  
26 the extent provided by the Settlement, be conclusively deemed to have released and discharged the  
27 Released Claims as that term is defined in paragraph 17 and 17.2 of the Stipulation Of Settlement.

28           14.      Without affecting the finality of this Order and Judgment in any way, the Court

1 retains jurisdiction over the interpretation, implementation, and ongoing enforcement of the  
2 Settlement and this Order and Judgment thereon.

3 15. The Court finds that no just reason exists for delay in entering this Order and Final  
4 Judgment. Accordingly, the Clerk is hereby directed to enter this Order and Judgment forthwith.  
5 Once the *cy pres* amount is determined, this judgment must be amended to so reflect. (CCP § 384.5.)  
6

7 **IT IS SO ORDERED, ADJUDGED, DECREED**

8  
9 DATED: \_\_\_\_\_, 2026  
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12 \_\_\_\_\_  
13 The Honorable \_\_\_\_\_  
14 Contra Costa County Superior Court  
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