

1 Thomas E. Loeser, Cal Bar No. 202724
COTCHETT, PITRE & MCCARTHY, LLP
2 999 N. Northlake Way, Suite 215
Seattle, Washington 98103
3 Tel: (206) 802-1272
Fax: (650) 697-0577
4 tloeser@cpmlegal.com

Electronically Filed by
Superior Court of California,
Contra Costa County
12/12/2025
By: N. McCallister-Villa, Deputy

5 Peter B. Fredman, Cal Bar No. 189097
LAW OFFICE OF PETER FREDMAN PC
6 2930 Domingo Avenue #227
Berkeley, CA 94705
7 Tel: (510) 868-2626
Fax: (510) 868-2627
8 peter@peterfredmanlaw.com

9 Attorneys for Plaintiff SAVANNAH THOMPSON
for herself and persons similarly situated

11 SUPERIOR COURT OF CALIFORNIA
12 FOR THE COUNTY OF CONTRA COSTA
13 UNLIMITED JURISDICTION

14 SAVANNAH THOMPSON, individually, and
on behalf of others similarly situated,

15 Plaintiff

16 v.

17 JOHN MUIR HEALTH INC, a California
18 corporation,

19 Defendant.

Case No. C22-02125

ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND
SCHEDULING FINAL APPROVAL
HEARING AND RELATED DEADLINES

CLASS ACTION

Date: 12/8/2025

Time: 9 a.m.

Dept.: 39

Hon. Edward G Weil

22 JOHN MUIR HEALTH INC, a California
23 corporation,

24 Cross-Complainant,

25 v.

26 SAVANNAH THOMPSON, an individual,

27 Defendant.

1 **WHEREAS:**

2 A. Plaintiff Savannah Thompson, on behalf of herself and the certified Class
3 (“Plaintiff”), and Defendant John Muir Health Inc. (“JMH”) have agreed, subject to Court approval
4 following notice to the Class and a final hearing thereon, to settle the above captioned matter
5 pursuant to the terms of the Stipulation Of Settlement (the “Settlement”) that was filed on September
6 9, 2025 in conjunction with Plaintiff’s Unopposed Notice And Motion For Preliminary Approval Of
7 Class Action Settlement and supporting documents (the “Preliminary Approval Motion”).

8 B. The Court has considered the Settlement and Preliminary Approval Motion together
9 with all supporting documents and exhibits thereto as well as the prior record in this case.

10 C. The hearing on the Preliminary Approval Motion was continued from November 13,
11 2025 to December 4, 2025 to allow counsel to address two concerns of the Court described in its
12 tentative ruling issued November 12, 2025 (**attached hereto as Exhibit B**) and discussed at the
13 hearing on November 13, 2025.

14 D. In advance of the hearing on December 4, 2025, the Court’s concerns having been
15 resolved, the Court issued a new tentative ruling (**attached hereto as Exhibit A**) granting the
16 Preliminary Approval Motion.

17 **NOW, THEREFORE IT IS HEREBY ORDERED AS FOLLOWS:**

18 1. The Preliminary Approval Motion is granted as set forth in the tentative ruling
19 attached hereto as Exhibit A, which is adopted as the ruling of the Court.

20 2. The Final Approval Hearing shall be held on April 2, 2026 at 9 a.m. in Department 39
21 of the above-entitled Court to determine whether the proposed settlement is fair, reasonable and
22 adequate and should be granted final approval by the Court such that a final judgment should be
23 entered herein; the amount of fees and expenses that should be awarded to Class Counsel; and such
24 other matters as may be necessary or appropriate.

25 3. The proposed Settlement Administrator (Epiq) is approved and appointed the
26 Settlement Administrator in this case.

27 4. The proposed forms of Class notice exemplified at Exhibit B (short form postcard
28 notice) and Exhibit C (long form notice) to the Settlement are approved.

1 5. Within 5 days of entry of this order, JMH shall provide the Settlement Administrator
2 with the full names and contact information for each of the Class Members currently identified
3 anonymously in Exhibit A to the Settlement.

4 6. Within 15 days of this order, the Settlement Administrator shall mail short form
5 postcard notice (Exhibit B) to each Class Member. To the extent that any mailings are returned as
6 undeliverable, the Settlement Administrator shall use its reasonable best efforts to obtain an updated
7 address for that Class Member and remail the notice as expeditiously as possible.

8 7. Within 15 days of this order, the Settlement Administrator shall publish a dedicated
9 settlement website including the content of the long form notice (Exhibit C) and other case
10 documents including the Settlement, Complaint, Order Granting Class Certification, and this Order.

11 8. Plaintiff shall file her motion for final approval and attorney fee application by
12 February 19, 2026. The attorney fee application shall be posted on the settlement website.

13 9. The deadline for Class Members to object to the Settlement and/or attorney fee
14 application shall be March 5, 2026.

15 10. The deadline for any putative Class Member to request exclusion from the Class shall
16 be March 5, 2026.

17 11. The deadline for JMH to file an opposition, if any, to the attorney fee application shall
18 be March 19, 2026.

19 12. The deadline for Plaintiff to file a reply brief in support of the attorney fee application
20 and/or the motion for final approval shall be March 26, 2026.

21
22 **IT IS SO ORDERED**

23
24 DATED: 12/12/2025, 2025



Hon. Edward Weil

Hon. Edward G Weil
Judge of the Superior Court

EXHIBIT A

TO ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY
MARTINEZ, CA
DEPARTMENT 39
JUDICIAL OFFICER: EDWARD G WEIL
HEARING DATE: 12/04/2025

The tentative ruling will become the Court's ruling unless by 4:00 p.m. of the court day preceding the hearing, counsel or self-represented parties email or call the department rendering the decision to request argument and to specify the issues to be argued. Calling counsel or self-represented parties requesting argument must advise all other affected counsel and self-represented parties by no later than 4:00 p.m. of their decision to appear and of the issues to be argued. Failure to timely advise the Court and counsel or self-represented parties will preclude any party from arguing the matter. (*Local Rule 3.43(2).*)

Note: In order to minimize the risk of miscommunication, parties are to provide an **EMAIL NOTIFICATION TO THE DEPARTMENT OF THE REQUEST TO ARGUE AND SPECIFICATION OF ISSUES TO BE ARGUED**. Dept. 39's email address is: dept39@contracosta.courts.ca.gov. Warning: this email address is not to be used for any communication with the department except as expressly and specifically authorized by the court. Any emails received in contravention of this order will be disregarded by the court and may subject the offending party to sanctions.

Submission of Orders After Hearing in Department 39 Cases

The prevailing party must prepare an order after hearing in accordance with CRC 3.1312. If the tentative ruling becomes the Court's ruling, a copy of the Court's tentative ruling **must be attached to the proposed order** when submitted to the Court for issuance of the order.

Law & Motion

1. 9:00 AM CASE NUMBER: C22-02125
CASE NAME: SAVANNAH THOMPSON VS. JOHN MUIR HEALTH
*HEARING ON MOTION IN RE: PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
(CONTINUED FROM: 11.13.2025)

FILED BY:

TENTATIVE RULING:

Plaintiff Savannah Thompson moves for preliminary approval of her certified class action settlement with defendant John Muir Health Inc. The case arises from allegedly unconscionable charges for a diagnostic urine test established by use of the "Chargemaster." After an emergency room visit at John Muir Hospital, plaintiff was charged \$6,095 for the test, known as "Lab Drug Screen Urine." Plaintiff brought this action for alleged violations of the Consumer Legal Remedies Act, the Rosenthal Fair Debt Collections Practices Act, and the Unfair Competition Law.

The certified class consists of 289 members who received medical services at John Muir Hospital Emergency Department between October 14, 2018 and December 31, 2022, including the test in question, who had Kaiser insurance or were uninsured, and were held financially responsible by John Muir for the services in an amount beyond a flat fee insurance deductible. The “Rosenthal Subclass” consists of 63 class members who on or after October 4, 2021 received bills for the medical services that stated their accounts were past due.

The matter was first heard on November 13, 2025, but was continued to this date in order to address two concerns of the Court. As will be noted below, the two matters have been addressed.

A. Background and Settlement Terms

The parties engaged in formal discovery. They reached a settlement after arms-length negotiations, without the assistance of a mediator.

Class members will receive a credit for the extra charge from applying the “Chargemaster” billing amount. That amount will be applied to the outstanding bill, which may include other services. Where the class member has an outstanding bill, they will receive a credit. Where there is no outstanding bill, or the balance is less than the credit amount, the class member will receive a cash payment. Applying this formula to the 289 class members, the total benefit will be \$696,266.39, consisting of \$59,483 in cash refunds and \$636,783.17 in credits.

Members of the Rosenthal subclass also will receive a statutory penalty of \$750 each.

In addition, the settlement includes an injunction that requires John Muir to reduce the Chargemaster price for this test through 2027.

If there are uncashed refund checks issued, they will be paid to a cy pres recipient, specifically Bay Area Legal Aid. In order for such a cy pres payment to be made, counsel must address the requirements for cy pres payments as required by Code of Civil Procedure sections 382.4 and 384(b.) Counsel also is required to attest that they do not have any pecuniary interest in the cy pres recipient, and must “notify the court if the attorney has a connection to or a relationship with a nonparty recipient of the distribution that could reasonably create the appearance of impropriety as between the selection of the recipient of the money or thing of value and the interests of the class.” (CCP § 382.4.) The declaration must be provided “in connection with the hearing for preliminary approval[.]” (.) On November 18, 2025, counsel filed a declaration meeting the requirements of the statute. In addition, the cy pres recipient must be qualified under Code of Civil Procedure section 384(b), which requires that cy pres funds be provided “to nonprofit organizations or foundations to support projects that will benefit the class or similarly situated persons, or that promote the law consistent with the objectives and purposes of the underlying cause of action, to child advocacy programs, or to nonprofit organizations providing civil legal services to the indigent[.]” Bay Area Legal Aid meets that requirement.

The Court also was concerned that under Paragraph 31 of the settlement, the trigger date on being “unable to distribute any Class Member money” is six months from the Effective Date. Typically, such a date is a given number of days after issuance of the check. On November 24, 2025, counsel provided a stipulated amendment to the settlement that sets forth that the trigger date for cy pres distribution shall occur no sooner than 180 days after the checks are first mailed. That sufficiently addresses the Court’s concern.

The class will be given mail notice. A settlement website will be maintained. The settlement

administrator shall “use its expertise and best judgment” to redeliver any retained mail notices. The class members will be required to file a claim. Class members may object or opt out of the settlement. The administrator’s compensation would not exceed \$15,000, and would be paid by John Muir.

The settlement contains release language, which provides that the class members release “any and all claims arising out of, concerning, or related to JMH’s pricing of the Service[.]” (Settlement, Par. 17.) Under recent appellate authority, the limitation to those claims arising from “JMH’s pricing of the Service” is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 [“A court cannot release claims that are outside the scope of the allegations of the complaint.” “Put another way, a release of claims that goes beyond the scope of the allegations in the operative complaint’ is impermissible.” (*Id.*, quoting *Marshall v. Northrop Grumman Corp.* (C.D. Cal.2020) 469 F.Supp.3d 942, 949.)

Plaintiffs’ counsel will seek, by motion, attorney’s fees and litigation costs not to exceed \$600,000, which would be paid separately by defendant. Defendant does not agree not to oppose the fee application. The named plaintiff seeks a service award in the amount of \$3,629.90. This equals her balance after application of the credits under the settlement. These fees, plus the costs of claims administration and the costs of class notice, will be paid by John Muir.

B. Legal Standards

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

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

C. Attorney fees

Plaintiff will seek no more than \$600,000 in attorney’s fees. The basis for this amount is not stated. Often in class actions, the amount sought is a percentage of a common fund. There is no identified fund here, however. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: “If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used

should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment.” (*Id.*, at 505.) Following typical practice, however, the fee award will not be considered at this time, but only as part of final approval. Under these circumstances, it appears that a lodestar analysis would be appropriate.

Similarly, the requested representative payment of \$3,629.90 for plaintiff will be reviewed at time of final approval. Criteria for evaluation of representative payment requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.

D. Conclusion

The Court finds that, with the two supplements to the record, the proposed agreement is sufficiently fair, reasonable, and adequate to justify preliminary approval, and the motion is granted.

Counsel are directed to prepare an order reflecting this tentative ruling, the items in the previously submitted proposed order, and to obtain a hearing date for the motion for final approval from the Department clerk. Other dates in the scheduled notice process should track as appropriate to the hearing date. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented. Plaintiffs’ counsel are to submit a compliance statement one week before the compliance hearing date. 5% of the attorney’s fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court. Once the cy pres amount is determined, the judgment must be amended to so reflect. (CCP § 384.5.)

EXHIBIT B -- TENTATIVE RULING 11/13/2025

Law & Motion

2. 9:00 AM CASE NUMBER: C22-02125
CASE NAME: SAVANNAH THOMPSON VS. JOHN MUIR HEALTH
*HEARING ON MOTION IN RE: PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
FILED BY: THOMPSON, SAVANNAH
TENTATIVE RULING:

Plaintiff Savannah Thompson moves for preliminary approval of her certified class action settlement with defendant John Muir Health Inc. The case arises from allegedly unconscionable charges for a diagnostic urine test established by use of the "Chargemaster." After an emergency room visit at John Muir Hospital, plaintiff was charged \$6,095 for the test, known as "Lab Drug Screen Urine." Plaintiff brought this action for alleged violations of the Consumer Legal Remedies Act, the Rosenthal Fair Debt Collections Practices Act, and the Unfair Competition Law.

Appearances are required (by zoom is sufficient) to address two particular issues discussed below.

The certified class consists of 289 members who received medical services at John Muir Hospital Emergency Department between October 14, 2018 and December 31, 2022, including the test in question, who had Kaiser insurance or were uninsured, and were held financially responsible by John Muir for the services in an amount beyond a flat fee insurance deductible. The "Rosenthal Subclass" consists of 63 class members who on or after October 4, 2021 received bills for the medical services that stated their accounts were past due.

A. Background and Settlement Terms

The parties engaged in formal discovery. They reached a settlement after arms-length negotiations, without the assistance of a mediator.

Class members will receive a credit for the extra charge from applying the "Chargemaster" billing amount. That amount will be applied to the outstanding bill, which may include other services. Where the class member has an outstanding bill, they will receive a credit. Where there is no outstanding bill, or the balance is less than the credit amount, the class member will receive a cash payment. Applying this formula to the 289 class members, the total benefit will be \$696,266.39, consisting of \$59,483 in cash refunds and \$636,783.17 in credits.

Members of the Rosenthal subclass also will receive a statutory penalty of \$750 each.

In addition, the settlement includes an injunction that requires John Muir to reduce the Chargemaster price for this test through 2027.

If there are uncashed refund checks issued, they will be paid to a cy pres recipient, specifically

Bay Area Legal Aid. In order for such a cy pres payment to be made, counsel must address the requirements for cy pres payments as required by Code of Civil Procedure sections 382.4 and 384(b.) Counsel also is required to attest that they do not have any pecuniary interest in the cy pres recipient, and must “notify the court if the attorney has a connection to or a relationship with a nonparty recipient of the distribution that could reasonably create the appearance of impropriety as between the selection of the recipient of the money or thing of value and the interests of the class.” (CCP § 382.4.) The declaration must be provided “in connection with the hearing for preliminary approval[.]” (.) In addition, the cy pres recipient must be qualified under Code of Civil Procedure section 384(b), which requires that cy pres funds be provided “to nonprofit organizations or foundations to support projects that will benefit the class or similarly situated persons, or that promote the law consistent with the objectives and purposes of the underlying cause of action, to child advocacy programs, or to nonprofit organizations providing civil legal services to the indigent[.]” Bay Area Legal Aid meets that requirement.

The Court also is concerned that under Paragraph 31 of the settlement, the trigger date on being “unable to distribute any Class Member money” is six months from the Effective Date. Typically, such a date is a given number of days after issuance of the check.

The class will be given mail notice. A settlement website will be maintained. The settlement administrator shall “use its expertise and best judgment” to redeliver any retained mail notices. The class members will be required to file a claim. Class members may object or opt out of the settlement. The administrator’s compensation would not exceed \$15,000, and would be paid by John Muir.

The settlement contains release language, which provides that the class members release “any and all claims arising out of, concerning, or related to JMH’s pricing of the Service[.]” (Settlement, Par. 17.) Under recent appellate authority, the limitation to those claims arising from “JMH’s pricing of the Service” is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 [“A court cannot release claims that are outside the scope of the allegations of the complaint.” “Put another way, a release of claims that goes beyond the scope of the allegations in the operative complaint’ is impermissible.” (*Id.*, quoting *Marshall v. Northrop Grumman Corp.* (C.D. Cal.2020) 469 F.Supp.3d 942, 949.)

Plaintiffs’ counsel will seek, by motion, attorney’s fees and litigation costs not to exceed \$600,000, which would be paid separately by defendant. Defendant does not agree not to oppose the fee application. The named plaintiff seeks a service award in the amount of \$3,629.90. This equals her balance after application of the credits under the settlement. These fees, plus the costs of claims administration and the costs of class notice, will be paid by John Muir.

B. Legal Standards

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

California law provides some general guidance concerning judicial approval of any settlement.

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

C. Attorney fees

Plaintiff will seek no more than \$600,000 in attorney’s fees. The basis for this amount is not stated. Often in class actions, the amount sought is a percentage of a common fund. There is no identified fund here, however. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: “If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment.” (*Id.*, at 505.) Following typical practice, however, the fee award will not be considered at this time, but only as part of final approval. Under these circumstances, it appears that a lodestar analysis would be appropriate.

Similarly, the requested representative payment of \$3,629.90 for plaintiff will be reviewed at time of final approval. Criteria for evaluation of representative payment requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.

D. Conclusion

The Court finds that the proposed agreement is sufficiently fair, reasonable, and adequate to justify preliminary approval, and the motion is granted, subject to provision by counsel of a declaration meeting the requirements of Code of Civil Procedure section 382.4. Counsel should also address the unspecified trigger date for the payment to the cy pres recipient.

Counsel are ordered to appear in order to schedule the submission of an appropriate declaration and a continued hearing date.

If the motion is ultimately granted, counsel will be directed to prepare an order reflecting this tentative ruling, in the previously submitted proposed order, and to obtain a hearing date for the motion for final approval from the Department clerk. Other dates in the scheduled notice process should track as appropriate to the hearing date. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented. Plaintiffs’ counsel are to submit a compliance statement one week before the compliance hearing date. 5% of the attorney’s fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.

1 Thomas E. Loeser, Cal Bar No. 202724
2 **COTCHETT, PITRE & MCCARTHY, LLP**
3 1809 7th Avenue, Suite 1610
4 Seattle, Washington 98101
5 Tel: (206) 802-1272
6 Fax: (650) 697-0577
7 tloeser@cpmlegal.com

8 Peter B. Fredman, Cal Bar No. 189097
9 **LAW OFFICE OF PETER FREDMAN PC**
10 2930 Domingo Avenue #227
11 Berkeley, CA 94705
12 Tel: (510) 868-2626
13 Fax: (510) 868-2627
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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.

27 JOHN MUIR HEALTH INC, a California
28 corporation,

Cross-Complainant,

v.

SAVANNAH THOMPSON, an individual,

Defendant.

Case No. C22-02125

**PROOF OF SERVICE RE: ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND
SCHEDULING FINAL APPROVAL
HEARING AND RELATED
DEADLINES**

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PROOF OF SERVICE

I am employed in King County where service of the document(s) referred to below occurred. I am over the age of 18 and not a party to the within action. My business address is Cotchett, Pitre, & McCarthy, 1809 7th Avenue, Suite 1610, Seattle WA 98101. I am readily familiar with the firm’s practices for the service of documents. On this date, I served or caused to be served a true copy of the following:

ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND SCHEDULING FINAL APPROVAL HEARING AND RELATED DEADLINES

____ BY E-MAIL: By e-mail I caused service of this document(s) occurred on the date shown below. This document is being served electronically and the transmission was reported as complete and without error.

____ BY MAIL: I placed a true copy of the aforementioned document(s) in a sealed envelope with postage fully paid. I am familiar with this firm’s practice of collection and processing of mail for delivery by the United States Postal Service on the same day in the ordinary course of business.

X BY ECF SERVICE: By using OneLegal’s filing service, a Court approved third party electronic service, which sent a copy on the interested parties in said action in the manner described to the below addressed.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed at Seattle, Washington, on December 8, 2025.

/s/ Lucy Gould
LUCY GOULD

SERVICE LIST

<p>SHEPPARD, MULLIN, RICHTER, & HAMPTON LLP Fred R. Puglisi Jay T. Ramsey 1901 Avenue of the Stars, Suite 1600 Los Angeles, California 90067-6055 Telephone: (310) 228-3700 Fax: (310) 228-3701 Email: fpuglisi@sheppardmullin.com jramsey@sheppardmullin.com</p>	<p><i>Counsel for Defendant JOHN MUIR HEALTH</i></p>
<p>SHEPPARD, MULLIN, RICHTER, & HAMPTON LLP Andrea Feathers 333 South Hope Street, 43rd Floor Los Angeles, CA 90071-1422 Telephone: (213) 620-1780 Fax: (213) 620-1398 Email: afeathers@sheppardmullin.com</p>	
<p>Peter Fredman LAW OFFICE OF PETER FREDMAN PC 2930 Domingo Avenue, #227 Berkeley, CA 94705 Telephone: (510) 868-2626 Fax: (510) 868-2627 Email: peter@peterfredmanlaw.com</p>	<p><i>Counsel for Plaintiff Savanah Thompson and Proposed Class</i></p>

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