

STIPULATION
OF
SETTLEMENT

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Attorneys for Defendant JOHN MUIR HEALTH

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

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

23 Plaintiffs,

24 v.

25 JOHN MUIR HEALTH, a California corporation,
26 and DOES 1-100, inclusive,

27 Defendants.

28 JOHN MUIR HEALTH, a California corporation,

Plaintiff,

v.

SAVANNAH THOMPSON, an individual,

Defendant.

Case No. C22-02125

STIPULATION OF SETTLEMENT

CLASS ACTION

Complaint filed October 4, 2022

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1 **I. INTRODUCTION**

2 This Stipulation of Settlement (“Settlement”) is made and entered into, subject to Court
3 approval, by and between Plaintiff Savannah Thompson, on behalf of herself and the certified class
4 and sub-classes (“Plaintiff” or “Plaintiffs”), and Defendant John Muir Health (“JMH”)
5 (collectively, the “Parties”).

6 **II. RECITALS**

7 1. This class action lawsuit concerns allegedly unconscionable gross chargemaster
8 pricing by JMH for a certain standardized urine screening, described by JMH as Lab Drug Screen
9 Urine (Current Procedural Technology (“CPT”) Code 80307, JMH charge code 30100463)
10 (hereafter, the “Service”). On June 14, 2022, Plaintiff Savannah Thompson obtained treatment
11 including the Service from the JHM Walnut Creek Emergency Department. Subsequently, JMH
12 billed Plaintiff based on the gross chargemaster price for the Service of \$6,095.70 before
13 application of insurance benefits and discounts.

14 2. On October 4, 2022, Plaintiff filed the original complaint in this action, alleging
15 class claims for Declaratory Relief, violation of the Consumer Legal Remedies Act, Civil Code §§
16 1770 *et seq.* (the “CLRA”), violation of the Rosenthal Fair Debt Collections Practices act, Civil
17 Code §§ 1788 *et seq.* (the “Rosenthal Act”), and violation of the Unfair Competition Law, Business
18 & Professions Code §§ 17200 *et seq.* (the “UCL”).

19 3. On November 7, 2022, Plaintiff filed a First Amended Complaint (“FAC”) based on
20 the same causes of action and adding the allegation that JMH failed to comply with her notice to
21 cure under the CLRA. On July 31, 2023, JMH answered and cross-complained against Ms.
22 Thompson for collection of her JMH account balance.

23 4. In response to the claims in this lawsuit, JMH initiated a review of its chargemaster
24 pricing for the Service and based thereon, effective January 1, 2023, JMH reduced its gross
25 chargemaster price for the Service from \$6,095.70 for 2022 to \$567 for 2023.

26 5. In discovery, Plaintiff requested and obtained from JMH an Excel spreadsheet that
27 contained anonymized information about each patient encounter at a JMH Emergency Department
28 from 2018 through 2022 that included provision of the Service (the “Master Patient List”). To

1 protect patient privacy, the Master Patient List was produced with a unique identifier for each
2 patient that only JMH can use to identify the individual to whom the data relates, including their
3 contact information in JMH's possession. The Master Patient List includes data fields for each
4 patient encounter that included the Service, including the payor plan type, the date of service, the
5 total amount charged for the medical services, the allowed amount per the patient's insurer's
6 contract with JMH if any, the total insurance payment, the patient responsibility amount, the patient
7 paid amount, and the patient's then-current account balance.

8 6. On March 21, 2025, the Court certified this case as a class action with the class and
9 subclasses defined as follows:

10 **The Declaratory and Injunctive Relief Class (the "Class")**

11 All persons who (1) received medical services at a John Muir Hospital
12 Inc. ("JMH") Emergency Department between October 4, 2018 and
13 December 31, 2022, (2) including the Service, (3) had Kaiser insurance
 or were uninsured, and (3) were held financially responsible by JMH for
 the services rendered at the encounter in an amount beyond a flat fee
 insurance deductible.

14 **The CLRA Subclass**

15 All members of the Class who received the medical services on or after
 October 4, 2019, and had Kaiser insurance or were uninsured.

16 **The Rosenthal Subclass**

17 All members of the CLRA Subclass who on or after October 4, 2021,
18 received bills for the medical services rendered at the encounter that
 stated their accounts were past due.

19 7. Following class certification, Plaintiffs' counsel, in consultation with JMH's
20 counsel, identified 289 patients ("Class Members") from the Master Patient List who fit the Class
21 definition.^{1 2} Sixty-three (63) of the Class Members also fit the Rosenthal Subclass definition.

22 8. Thereafter, the Parties, through counsel, engaged in arms-length negotiations that
23 ultimately resulted in this proposed Settlement, which puts each Class Member in the financial
24 position that they would have been in if their personal financial responsibility for the Service were
25 zero after application of any insurance benefits and/or other discounts, and further credits the

26 ¹ The Class List consists of 289 patient encounters involving 287 patients because one patient
27 had three separate encounters. For these purposes, each patient encounter is referenced and treated
 as a separate Class Member.

28 ² Other than the length of the class period, the definitions of the overarching Class and the
 CLRA Subclass are substantively identical, and they are treated identically in this Settlement.

1 Rosenthal subclass members an additional \$750 each for release those claims. Under this
2 Settlement, the resulting total credits due to each Class Member are first applied to reduce any
3 account balance due to JMH from the Class Member for the services rendered at the encounter. For
4 Class Members who do not owe any account balance to JMH for the encounter (or whose credits
5 are greater than their account balances), the credits (or remainder of the credits) will be refunded to
6 each Class Member by check up to the total amount that Class Member actually paid JMH for the
7 total medical encounter on that date.

8 9. The Settlement formula, calculations, and resulting total amount due in cash refunds
9 or account balance credits to each (anonymized) Class Member are set forth in the Excel
10 spreadsheet entitled “Class Member Damages Model 7-9-2025 (updated 8-21-2025)” a copy of
11 which is attached hereto as **Exhibit A.**

12 13 III. DEFINITIONS

14 10. As used herein:

- 15 a. “Class Counsel” means Thomas Loeser of Cotchett Pitre & McCarthy LLP
16 and Peter Fredman of the Law Office of Peter Fredman PC.
- 17 b. “Class Notice” means the notice of this Settlement that is to be provided to
18 the Class Members. The Class Notice shall be in the form attached hereto as
19 **Exhibit B** (postcard mailer notice) and **Exhibit C** (long form website notice),
20 or as the Court may modify during the preliminary approval process.
- 21 c. “Class Members” means the persons identified on **Exhibit A.**
- 22 d. “Effective Date” means the first day following the last of the following
23 occurrences: (a) if no appeal or other judicial review has been taken or
24 sought, the Effective Date is the date the time to appeal or seek permission to
25 appeal or seek other judicial review of the entry of a final judgment
26 approving the Settlement has expired with no appeal or other judicial review
27 having been taken or sought; or (b) if an appeal or other judicial review has
28

1 11.1 To implement the cash refund payments, within ten (10) days of entry of the Final
2 Approval Order, JMH shall transfer the funds necessary to make these payments to the Settlement
3 Administrator, who shall distribute the refunds to the applicable Class Members within five (5)
4 days of the Effective Date.

5 11.2 To implement the credits against Class Member unpaid account balances, within five
6 (5) days of the Effective Date, (a) JMH shall implement the adjustment to the amount of the JMH
7 account balance for each Class Member in all relevant JMH accounting systems, (b) JMH shall
8 notify any debt collectors to whom any Class Member debt has been referred of the account balance
9 adjustment, and (c) the Settlement Administrator shall send a letter notifying each Class Member of
10 the fact and amount of their adjustments pursuant to the Settlement.

11 11.3 Under this Settlement, the above payments and/or adjustments are refunds of past
12 overpayments and/or overcharges and JMH shall not issue 1099s to the Class Members.

13 11.4 At JMH's discretion, and pursuant to its routine policies and practices, certain Class
14 Members have had (or may in the future have) their account balances adjusted and/or written off
15 independently of this Settlement. Such extrinsic adjustments and/or write offs shall not affect or
16 enhance the benefits due to these Class Members under the Settlement.

17 12. Injunctive Relief. JMH shall be enjoined until December 31, 2027 from increasing
18 its chagemaster pricing for the Service above the price established effective January 1, 2023, plus
19 its customary general annual increases of chagemaster prices of 3.35%.

20 13. Costs of Notice and Administration. JMH shall directly pay the Settlement
21 Administrator for the costs of notice and administration.

22 14. Attorney Fees. The amount of the attorney fee award due to Class Counsel shall be
23 determined by the Court pursuant to a fee application except that the Class Counsel agrees that in
24 no event shall the amount of the attorney fee award (including costs and expenses) sought by or
25 payable to Class Counsel exceed \$600,000.00. JMH may oppose the reasonableness of the amount
26 sought by Class Counsel in their attorney fee application. Within five (5) days of entry of the Final
27 Approval Order, JMH shall pay the fee award directly to Class Counsel.

1 15. Service Award to Representative Plaintiff. Subject to Court approval, the
2 representative plaintiff, Savannah Thompson, shall receive a service award in the form of an
3 additional credit of \$3,629.90 against her JMH account balance, which, combined with the credit
4 due her as a Class Member of \$3,404.67 will result in the elimination of her entire alleged JMH
5 account balance of \$7,034.57 and complete resolution of JMH’s cross-complaint against her in this
6 action.

7 16. Residual. If the Settlement Administrator is unable to distribute all the cash
8 payments due to the Class Members (as a result, for example, of undeliverable or uncashed checks),
9 any resulting residual held by the Settlement Administrator shall be paid to Bay Area Legal Aid as
10 *cy pres* and shall not revert to JMH.

11 17. Release. Upon the Effective Date, the Class Members, by operation of this
12 Settlement and the Final Approval Order and judgment entered thereon, shall be deemed to have
13 fully, finally, and forever released, relinquished, and discharged JMH, and each of its past, present,
14 or future parents, subsidiaries, and affiliates, and each of their offices, directors, employees, agents
15 and representatives, including any party who may have sought to collect on any debts, from any and
16 all claims arising out of, concerning, or relating to JMH’s pricing of the Service (the “Released
17 Claims”).

18 17.1 As between the representative plaintiff, individually, and JMH, this Settlement and
19 the Final Approval Order and judgment entered thereon, shall extend to include mutual release of
20 any and all claims of any kind that either may have against each other.

21 17.2. Without limiting the foregoing, the Released Claims specifically extend to any
22 Released Claims that the Plaintiff and/or Class Members do not know or suspect to exist in their
23 favor at the time that the Settlement and the releases contained therein become effective. The
24 Parties, and all Class Members, agree and acknowledge that this paragraph constitutes a waiver of
25 Section 1542 of the California Civil Code, which provides as follows:

26 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
27 THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS
28 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,
 WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY
 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

1 24. Within fifteen (15) calendar days of entry of the Preliminary Approval Order, the
2 Class Notice shall be published on a dedicated website to be established by the Settlement
3 Administrator (e.g. JohnMuirHealthClassActionSettlement.com or the like). The website shall also
4 make available for download the complaint filed in this action, this Settlement, the Preliminary
5 Approval Motion, the Preliminary Approval Order, the Final Approval Motion (including Class
6 Counsel’s application for attorney fees and expense reimbursements), and any additional documents
7 or information as agreed to by the Parties or ordered by the Court.

8 25. The Class Notice shall provide that Class Members who wish to exclude themselves
9 from the Class may do so by submitting a written “opt-out” request postmarked (or emailed) no
10 later than the “opt-out” deadline to be set in the Preliminary Approval Order. Such written requests
11 for exclusion must contain the name, address, telephone number, and email address of the Class
12 Member requesting exclusion, and be signed by that Class Member. No opt-out request may be
13 made on behalf of a group of Members. The Settlement Administrator shall provide the Parties with
14 copies of all opt-out requests on a weekly basis by email.

15 26. Any Class Member who has not requested exclusion in accordance with the terms of
16 this Agreement may appear at the Final Approval Hearing to object to the proposed Settlement
17 and/or to the application of Class Counsel for an award of attorneys’ fees and expenses, but only if
18 the Class Member has first filed a written objection with the Court by the deadline set forth in the
19 Class Notice as established by the Court in the Preliminary Approval Order.

20 27. Any Class Member who has not requested exclusion in accordance with the terms of
21 the Class Notice shall receive the benefits set forth for that Class Member in Exhibit A.

22 28. Class Counsel shall file their application for attorney fees and expenses and publish
23 it on the case website sufficiently in advance of the Final Approval Hearing to allow Class
24 Members reasonable time to review it prior to the deadline for objections.

25 29. The Motion For Final Approval shall be accompanied by a proposed Final Approval
26 Order. The Parties shall work in good faith to resolve any disagreements regarding the content of
27 the Final Approval Order. If the Parties are unable to agree on the proposed Final Approval Order,
28

1 any dispute shall be presented to the Court for resolution in accordance with this Agreement and the
2 governing law.

3 30. Subject to further order(s) and/or directions as may be made by the Court, or as
4 provided in this Agreement, the Settlement Administrator is authorized to execute such transactions
5 as are consistent with the terms of this Agreement and to make such determinations regarding Class
6 membership and claims payments as may be necessary to implement this Agreement.

7 31. In the event that the Settlement Administrator is unable to distribute any Class
8 Member money six months after the Effective Date (e.g. Class Member claimants fail to cash their
9 checks), the money shall be paid over to Bay Area Legal Aid as the *cy pres* recipient.

10 11 **VI. CONDITIONS AND TERMINATION**

12 32. This Agreement is subject to and conditioned upon the issuance by the Court of a Final
13 Approval Order which:

- 14 a. Finds that the Class received the best practicable notice of the Settlement which
15 satisfied the requirements of California law and due process;
16 b. Finds that this Settlement is fair, reasonable and adequate and that each Class
17 Member who did not request exclusion shall be bound by this Settlement; and
18 c. Enters judgment incorporating the terms of this Settlement.

19 33. The Parties shall each have the right to terminate this Settlement if it becomes
20 impossible to secure its approval without material modification.

21 34. Judicial alteration, reduction, or denial of any request for attorneys' fees, expenses,
22 or awards to Class Counsel, the Plaintiff, or any Class Members or their counsel shall not constitute
23 grounds to terminate the Settlement.

24 25 **VII. MISCELLANEOUS PROVISIONS**

26 35. The Parties will cooperate with each other and use their best efforts to implement the
27 Settlement. In the event that the Parties are unable to reach agreement on the form or content of any
28 document needed to implement the Settlement, or on any supplemental provisions that may become

1 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court
2 to resolve such disagreement after meeting and conferring with each other in good faith to attempt
3 to resolve the dispute.

4 36. The Parties agree that the Court shall retain jurisdiction to interpret, implement and
5 enforce this Settlement and the Final Approval Order, and consent to jurisdiction for this purpose.

6 37. This Settlement shall be governed by the laws of the State of California.

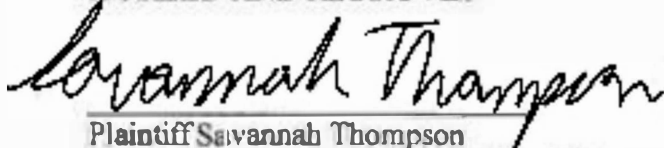
7 38. This Settlement shall be construed and interpreted to effectuate the intent of the
8 Parties, which is to resolve completely those claims and disputes that were made in the action. If
9 any provision of this Settlement shall be determined to be invalid, void, or illegal, such provision
10 shall be construed and amended in a manner that would permit its enforcement, but in no event
11 shall such provision affect, impair, or invalidate any other provision hereof.

12 39. This Settlement may be executed in one or more counterparts. All executed copies
13 of this Agreement and photocopies thereof (including facsimile and/or emailed copies of the
14 signature pages), shall have the same force and effect and shall be as legally binding and
15 enforceable as the original.

16 40. This Settlement shall be binding upon, and inure to the benefit of, the heirs,
17 successors, and assigns of the Parties hereto.

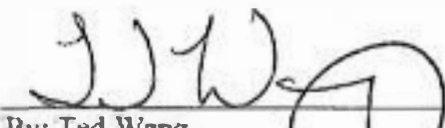
18 41. Each person executing this agreement hereby warrants that he or she has full
19 authority to do so.

20
21 **AGREED AND APPROVED**

22 

23 Plaintiff Savannah Thompson
24 On behalf of herself and the certified Class

21 Date: 8/28/25

25 

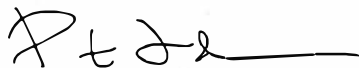
26 By: Ted Wang
27 Title: Chief Financial Officer
28 For: Defendant John Muir Health

25 Date: 8/27/25

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APPROVED AS TO FORM AND CONTENT

FOR PLAINTIFF



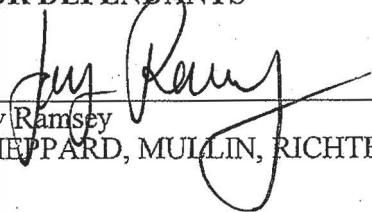
Peter Fredman
LAW OFFICE OF PETER FREDMAN PC



Thomas Loeser
COTCHETT PITRE & McCARTHY LLP

Class Counsel

FOR DEFENDANTS



Jay Ramsey
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Exhibit A

Identifier	Plan Type	Month, Year (mm/yyyy)	Total Charges	Total Allowed Amount*	Total Insurance Payment	Patient Responsibility	Patient Paid Amount	Account Balance	Service	Uninsured charge	Uninsured cash damages	uninsured credit service as % of bill	Kaiser cash damages	Kaiser credit damages	in Rosenthal's Damages	Rosenthal Cash Credit Damages	Rosenthal Damages
11508229	0	10/2018	\$ 11,318.40	\$ -	\$ -	\$ 11,318.40	\$ -	\$ 5,093.28	5,327.47	2,397.36	\$ -	2,397.36	47.07%	\$ -	\$ -	\$ -	\$ -
11510141	0	10/2018	\$ 14,453.07	\$ -	\$ -	\$ 14,453.07	\$ -	\$ 6,503.88	5,327.47	2,397.36	\$ -	2,397.36	36.86%	\$ -	\$ -	\$ -	\$ -
11523339	0	10/2018	\$ 38,305.34	\$ -	\$ -	\$ 38,305.34	\$ -	\$ 17,230.40	5,327.47	2,397.36	\$ -	2,397.36	13.91%	\$ -	\$ -	\$ -	\$ -
11539131	0	11/2018	\$ 42,257.16	\$ -	\$ -	\$ 42,257.16	\$ -	\$ 19,015.72	5,327.47	2,397.36	\$ -	2,397.36	12.61%	\$ -	\$ -	\$ -	\$ -
11540369	0	11/2018	\$ 50,854.56	\$ -	\$ -	\$ 50,854.56	\$ -	\$ 22,884.55	5,327.47	2,397.36	\$ -	2,397.36	10.48%	\$ -	\$ -	\$ -	\$ -
11558900	0	12/2018	\$ 11,025.91	\$ -	\$ -	\$ 11,025.91	\$ -	\$ 4,961.66	5,327.47	2,397.36	\$ -	2,397.36	48.32%	\$ -	\$ -	\$ -	\$ -
11560772	0	12/2018	\$ 10,214.74	\$ -	\$ -	\$ 10,214.74	\$ -	\$ 4,596.63	5,327.47	2,397.36	\$ -	2,397.36	52.15%	\$ -	\$ -	\$ -	\$ -
11571664	0	12/2018	\$ 33,286.69	\$ -	\$ -	\$ 33,286.69	\$ -	\$ 14,979.01	5,327.47	2,397.36	\$ -	2,397.36	16.00%	\$ -	\$ -	\$ -	\$ -
11574447	0	12/2018	\$ 15,430.49	\$ -	\$ -	\$ 15,430.49	\$ -	\$ 6,943.72	5,327.47	2,397.36	\$ -	2,397.36	34.53%	\$ -	\$ -	\$ -	\$ -
11574169	0	12/2018	\$ 19,345.13	\$ -	\$ -	\$ 19,345.13	\$ -	\$ 8,705.31	5,327.47	2,397.36	\$ -	2,397.36	27.54%	\$ -	\$ -	\$ -	\$ -
11575511	0	12/2018	\$ 12,946.43	\$ -	\$ -	\$ 12,946.43	\$ -	\$ 5,825.89	5,327.47	2,397.36	\$ -	2,397.36	41.15%	\$ -	\$ -	\$ -	\$ -
11583629	0	01/2019	\$ 12,162.72	\$ -	\$ -	\$ 12,162.72	(150.00)	\$ 5,323.22	5,313.93	2,481.27	\$ -	2,481.27	45.33%	\$ -	\$ -	\$ -	\$ -
11625693	0	02/2019	\$ 13,569.42	\$ -	\$ -	\$ 13,569.42	\$ -	\$ 6,106.24	5,313.93	2,481.27	\$ -	2,481.27	40.63%	\$ -	\$ -	\$ -	\$ -
11635923	0	03/2019	\$ 14,515.66	\$ -	\$ -	\$ 14,515.66	\$ -	\$ 6,532.05	5,313.93	2,481.27	\$ -	2,481.27	37.99%	\$ -	\$ -	\$ -	\$ -
11649477	0	03/2019	\$ 19,932.36	\$ -	\$ -	\$ 19,932.36	\$ -	\$ 6,269.56	5,313.93	2,481.27	\$ -	2,481.27	39.58%	\$ -	\$ -	\$ -	\$ -
11666217	0	04/2019	\$ 15,838.11	\$ -	\$ -	\$ 15,838.11	\$ -	\$ 7,127.15	5,313.93	2,481.27	\$ -	2,481.27	34.81%	\$ -	\$ -	\$ -	\$ -
11675924	0	04/2019	\$ 10,859.48	\$ -	\$ -	\$ 10,859.48	\$ -	\$ 4,886.77	5,313.93	2,481.27	\$ -	2,481.27	50.78%	\$ -	\$ -	\$ -	\$ -
11688225	0	05/2019	\$ 17,547.15	\$ -	\$ -	\$ 17,547.15	\$ -	\$ 7,896.22	5,313.93	2,481.27	\$ -	2,481.27	31.42%	\$ -	\$ -	\$ -	\$ -
11688778	0	05/2019	\$ 17,195.39	\$ -	\$ -	\$ 17,195.39	\$ -	\$ 7,737.93	5,313.93	2,481.27	\$ -	2,481.27	32.07%	\$ -	\$ -	\$ -	\$ -
11703029	0	06/2019	\$ 22,108.86	\$ -	\$ -	\$ 22,108.86	\$ -	\$ 9,946.99	5,313.93	2,481.27	\$ -	2,481.27	24.94%	\$ -	\$ -	\$ -	\$ -
11712084	0	06/2019	\$ 14,331.76	\$ -	\$ -	\$ 14,331.76	\$ -	\$ 6,449.29	5,313.93	2,481.27	\$ -	2,481.27	38.47%	\$ -	\$ -	\$ -	\$ -
11715827	0	06/2019	\$ 18,678.67	\$ -	\$ -	\$ 18,678.67	(1,005.40)	\$ 7,400.00	5,313.93	2,481.27	\$ -	2,481.27	29.52%	\$ -	\$ -	\$ -	\$ -
11717741	0	06/2019	\$ 17,353.74	\$ -	\$ -	\$ 17,353.74	\$ -	\$ 7,809.18	5,313.93	2,481.27	\$ -	2,481.27	31.77%	\$ -	\$ -	\$ -	\$ -
11736190	0	07/2019	\$ 25,713.96	\$ -	\$ -	\$ 25,713.96	\$ -	\$ 11,571.28	5,313.93	2,481.27	\$ -	2,481.27	21.44%	\$ -	\$ -	\$ -	\$ -
11739077	0	08/2019	\$ 27,038.45	\$ -	\$ -	\$ 27,038.45	\$ -	\$ 12,167.30	5,313.93	2,481.27	\$ -	2,481.27	20.39%	\$ -	\$ -	\$ -	\$ -
11751596	0	08/2019	\$ 17,940.36	\$ -	\$ -	\$ 17,940.36	\$ -	\$ 7,983.16	5,313.93	2,481.27	\$ -	2,481.27	31.08%	\$ -	\$ -	\$ -	\$ -
11752760	0	08/2019	\$ 16,562.29	\$ -	\$ -	\$ 16,562.29	\$ -	\$ 7,453.03	5,313.93	2,481.27	\$ -	2,481.27	33.29%	\$ -	\$ -	\$ -	\$ -
11768080	0	09/2019	\$ 19,315.76	\$ -	\$ -	\$ 19,315.76	\$ -	\$ 8,629.09	5,313.93	2,481.27	\$ -	2,481.27	28.55%	\$ -	\$ -	\$ -	\$ -
11769328	0	09/2019	\$ 13,912.49	\$ -	\$ -	\$ 13,912.49	\$ -	\$ 6,260.62	5,313.93	2,481.27	\$ -	2,481.27	39.63%	\$ -	\$ -	\$ -	\$ -
11772065	0	09/2019	\$ 61,021.32	\$ -	\$ -	\$ 61,021.32	\$ -	\$ 27,459.59	5,313.93	2,481.27	\$ -	2,481.27	9.04%	\$ -	\$ -	\$ -	\$ -
11779072	0	10/2019	\$ 22,496.57	\$ -	\$ -	\$ 22,496.57	\$ -	\$ 10,123.46	5,313.93	2,481.27	\$ -	2,481.27	24.51%	\$ -	\$ -	\$ -	\$ -
11779174	0	10/2019	\$ 17,536.77	\$ -	\$ -	\$ 17,536.77	\$ -	\$ 7,891.55	5,313.93	2,481.27	\$ -	2,481.27	31.44%	\$ -	\$ -	\$ -	\$ -
11799846	0	11/2019	\$ 19,455.49	\$ -	\$ -	\$ 19,455.49	\$ -	\$ 8,754.97	5,313.93	2,481.27	\$ -	2,481.27	28.34%	\$ -	\$ -	\$ -	\$ -
11815703	0	11/2019	\$ 21,894.19	\$ -	\$ -	\$ 21,894.19	\$ -	\$ 9,852.39	5,313.93	2,481.27	\$ -	2,481.27	25.18%	\$ -	\$ -	\$ -	\$ -
11815908	0	12/2019	\$ 48,051.80	\$ -	\$ -	\$ 48,051.80	\$ -	\$ 21,623.51	5,313.93	2,481.27	\$ -	2,481.27	11.47%	\$ -	\$ -	\$ -	\$ -
11819518	0	12/2019	\$ 18,299.01	\$ -	\$ -	\$ 18,299.01	\$ -	\$ 8,234.55	5,313.93	2,481.27	\$ -	2,481.27	30.13%	\$ -	\$ -	\$ -	\$ -
11824510	0	12/2019	\$ 24,650.12	\$ -	\$ -	\$ 24,650.12	\$ -	\$ 10,955.55	5,313.93	2,481.27	\$ -	2,481.27	22.37%	\$ -	\$ -	\$ -	\$ -
11836099	0	01/2020	\$ 12,744.87	\$ -	\$ -	\$ 12,744.87	\$ -	\$ 5,735.19	5,706.92	2,568.11	\$ -	2,568.11	44.78%	\$ -	\$ -	\$ -	\$ -
11844264	0	01/2020	\$ 49,469.85	\$ -	\$ -	\$ 49,469.85	\$ -	\$ 22,261.43	5,706.92	2,568.11	\$ -	2,568.11	11.54%	\$ -	\$ -	\$ -	\$ -
11869212	0	02/2020	\$ 20,127.32	\$ -	\$ -	\$ 20,127.32	\$ -	\$ 9,057.29	5,706.92	2,568.11	\$ -	2,568.11	28.35%	\$ -	\$ -	\$ -	\$ -
11870685	0	03/2020	\$ 20,594.24	\$ -	\$ -	\$ 20,594.24	(9,267.41)	\$ 7,233.09	5,706.92	2,568.11	\$ 2,568.11	-	27.71%	\$ -	\$ -	\$ -	\$ -
11871042	0	03/2020	\$ 16,073.53	\$ -	\$ -	\$ 16,073.53	\$ -	\$ 7,330.97	5,706.92	2,568.11	\$ -	2,568.11	35.51%	\$ -	\$ -	\$ -	\$ -
11876715	0	03/2020	\$ 19,650.27	\$ -	\$ -	\$ 19,650.27	(350.02)	\$ 8,492.60	5,706.92	2,568.11	\$ -	2,568.11	29.04%	\$ -	\$ -	\$ -	\$ -
11881343	0	03/2020	\$ 16,614.92	\$ -	\$ -	\$ 16,614.92	\$ -	\$ 7,476.71	5,706.92	2,568.11	\$ -	2,568.11	34.35%	\$ -	\$ -	\$ -	\$ -
11884906	0	04/2020	\$ 50,772.84	\$ -	\$ -	\$ 50,772.84	\$ -	\$ 22,796.47	5,706.92	2,568.11	\$ -	2,568.11	11.24%	\$ -	\$ -	\$ -	\$ -
11886660	0	04/2020	\$ 47,154.97	\$ -	\$ -	\$ 47,154.97	\$ -	\$ 21,215.74	5,706.92	2,568.11	\$ -	2,568.11	12.10%	\$ -	\$ -	\$ -	\$ -
11892109	0	04/2020	\$ 11,062.43	\$ -	\$ -	\$ 11,062.43	(4,978.08)	\$ 7,430.87	5,706.92	2,568.11	\$ 2,568.11	-	51.59%	\$ -	\$ -	\$ -	\$ -
11924917	0	07/2020	\$ 16,513.05	\$ -	\$ -	\$ 16,513.05	\$ -	\$ 7,430.87	5,706.92	2,568.11	\$ -	2,568.11	34.56%	\$ -	\$ -	\$ -	\$ -
11943420	0	07/2020	\$ 29,009.97	\$ -	\$ -	\$ 29,009.97	\$ -	\$ 13,054.45	5,706.92	2,568.11	\$ -	2,568.11	19.67%	\$ -	\$ -	\$ -	\$ -
11945976	0	07/2020	\$ 11,912.83	\$ -	\$ -	\$ 11,912.83	\$ -	\$ 5,360.77	5,706.92	2,568.11	\$ -	2,568.11	47.91%	\$ -	\$ -	\$ -	\$ -
12029393	0	10/2020	\$ 16,849.02	\$ -	\$ -	\$ 16,849.02	\$ -	\$ 7,582.05	5,706.92	2,568.11	\$ -	2,568.11	33.87%	\$ -	\$ -	\$ -	\$ -
12073953	0	11/2020	\$ 12,096.87	\$ -	\$ -	\$ 12,096.87	(302.43)	\$ 5,141.15	5,706.92	2,568.11	\$ -	2,568.11	47.18%	\$ -	\$ -	\$ -	\$ -
12086036	0	12/2020	\$ 20,560.08	\$ -	\$ -	\$ 20,560.08	(1,542.03)	\$ 7,709.99	5,706.92	2,568.11	\$ -	2,568.11	27.76%	\$ -	\$ -	\$ -	\$ -
12183002	0	02/2021	\$ 12,374.24	\$ -	\$ -	\$ 12,374.24	\$ -	\$ 5,568.39	5,898.11	2,654.15	\$ -	2,654.15	47.66%	\$ -	\$ -	\$ -	\$ -
12233191	0	04/2021	\$ 40,751.29	\$ -	\$ -	\$ 40,751.29	\$ -	\$ 18,338.07	5,898.11	2,654.15	\$ -	2,654.15	14.47%	\$ -	\$ -	\$ -	\$ -
12280599	0	04/2021	\$ 19,866.77	\$ -	\$ -	\$ 19,866.77	\$ -	\$ 8,940.03	5,898.11	2,654.15	\$ -	2,654.15	29.69%	\$ -	\$ -	\$ -	\$ -
12340574	0	05/2021	\$ 19,367.16	\$ -	\$ -	\$ 19,367.16	\$ -	\$ 8,715.21	5,898.11	2,654.15	\$ -	2,654.15	30.45%	\$ -	\$ -	\$ -	\$ -
12342117	0	05/2021	\$ 18,682.80	\$ -	\$ -	\$ 18,682.80	(8,407.25)	\$ 10,819.88	5,898.11	2,654.15	\$ 2,654.15	-	31.57%	\$ -	\$ -	\$ -	\$ -
12352049	0	05/2021	\$ 24,044.24	\$ -	\$ -	\$ 24,044.24	\$ -	\$ 10,819.88	5,898.11	2,654.15	\$ -	2,654.15	24.53%	\$ -	\$ -	\$ -	\$ -
12362001	0	05/2021	\$ 14,398.39	\$ -	\$ -	\$ 14,398.39	\$ -	\$ 6,479.26	5,898.11	2,654.15	\$ -	2,654.15	40.96%	\$ -	\$ -	\$ -	\$ -
12377202	0	06/2021	\$ 24,364.14	\$ -	\$ -	\$ 24,364.14	(10,963.85)	\$ 13,398.11	5,898.11	2,654.15	\$ 2,654.15	-	24.21%	\$ -	\$ -	\$ -	\$ -
12392313	0	06/2021	\$ 20,252.47	\$ -	\$ -	\$											

12600835	0	12/2021	\$	13,603.41	\$	13,603.41	\$	(300.00)	\$	5,821.52	\$	5,898.11	\$	2,654.15	\$	2,654.15	\$	-	\$	2,654.15	43.36%	Yes	\$	750.00
12660108	0	01/2022	\$	17,198.58	\$	17,198.58	\$	-	\$	7,739.35	\$	6,095.70	\$	2,743.07	\$	2,743.07	\$	-	\$	2,743.07	35.44%	Yes	\$	750.00
12765434	0	03/2022	\$	18,643.98	\$	18,643.98	\$	(16.25)	\$	8,389.78	\$	6,095.70	\$	2,743.07	\$	2,743.07	\$	-	\$	2,743.07	32.70%	Yes	\$	750.00
12792320	0	04/2022	\$	46,616.58	\$	46,616.58	\$	-	\$	20,961.20	\$	6,095.70	\$	2,743.07	\$	2,743.07	\$	-	\$	2,743.07	13.08%	Yes	\$	750.00
12849826	0	04/2022	\$	17,323.68	\$	17,323.68	\$	-	\$	7,795.65	\$	6,095.70	\$	2,743.07	\$	2,743.07	\$	-	\$	2,743.07	35.19%	Yes	\$	750.00
12905522	0	05/2022	\$	26,672.02	\$	26,672.02	\$	(8,396.28)	\$	12,002.40	\$	6,095.70	\$	2,743.07	\$	2,743.07	\$	-	\$	2,743.07	22.85%	Yes	\$	750.00
12963690	0	06/2022	\$	18,658.44	\$	18,658.44	\$	-	\$	10,317.90	\$	6,095.70	\$	2,743.07	\$	2,743.07	\$	-	\$	2,743.07	32.67%	Yes	\$	750.00
13024336	0	08/2022	\$	22,928.67	\$	22,928.67	\$	(300.00)	\$	5,417.17	\$	6,095.70	\$	2,743.07	\$	2,743.07	\$	-	\$	2,743.07	26.59%	Yes	\$	750.00
13029280	0	08/2022	\$	26,358.90	\$	26,358.90	\$	-	\$	-	\$	6,095.70	\$	2,743.07	\$	2,743.07	\$	-	\$	2,743.07	23.13%	Yes	\$	750.00
13059394	0	08/2022	\$	12,038.16	\$	12,038.16	\$	-	\$	14,010.69	\$	6,095.70	\$	2,743.07	\$	2,743.07	\$	-	\$	2,743.07	50.64%	Yes	\$	750.00
13066742	0	08/2022	\$	31,134.88	\$	31,134.88	\$	(300.00)	\$	10,331.91	\$	6,095.70	\$	2,743.07	\$	2,743.07	\$	-	\$	2,743.07	19.58%	Yes	\$	750.00
13084192	0	10/2022	\$	21,182.03	\$	21,182.03	\$	-	\$	10,036.54	\$	6,095.70	\$	2,743.07	\$	2,743.07	\$	-	\$	2,743.07	28.78%	Yes	\$	750.00
13130214	0	10/2022	\$	22,358.25	\$	22,358.25	\$	-	\$	33,968.19	\$	6,095.70	\$	2,743.07	\$	2,743.07	\$	-	\$	2,743.07	27.26%	Yes	\$	750.00
13202161	0	11/2022	\$	75,484.98	\$	75,484.98	\$	-	\$	19,931.73	\$	6,095.70	\$	2,743.07	\$	2,743.07	\$	-	\$	2,743.07	8.08%	Yes	\$	750.00
13360658	0	12/2022	\$	19,931.73	\$	19,931.73	\$	-	\$	8,969.27	\$	6,095.70	\$	2,743.07	\$	2,743.07	\$	-	\$	2,743.07	30.58%	Yes	\$	750.00
21268192	0	10/2018	\$	12,106.28	\$	12,106.28	\$	-	\$	4,447.83	\$	5,327.47	\$	2,397.36	\$	2,397.36	\$	-	\$	2,397.36	44.01%	Yes	\$	-
21269116	0	10/2018	\$	19,741.78	\$	19,741.78	\$	-	\$	8,883.80	\$	5,327.47	\$	2,397.36	\$	2,397.36	\$	-	\$	2,397.36	26.99%	Yes	\$	-
21269417	0	10/2018	\$	17,126.32	\$	17,126.32	\$	(3,727.02)	\$	7,706.84	\$	5,327.47	\$	2,397.36	\$	2,397.36	\$	-	\$	2,397.36	31.11%	Yes	\$	-
21271735	0	10/2018	\$	16,564.52	\$	16,564.52	\$	-	\$	3,727.01	\$	5,327.47	\$	2,397.36	\$	2,397.36	\$	-	\$	2,397.36	32.18%	Yes	\$	-
21271937	0	10/2018	\$	13,865.93	\$	13,865.93	\$	-	\$	6,239.67	\$	5,327.47	\$	2,397.36	\$	2,397.36	\$	-	\$	2,397.36	38.42%	Yes	\$	-
21271943	0	10/2018	\$	22,691.85	\$	22,691.85	\$	-	\$	10,211.33	\$	5,327.47	\$	2,397.36	\$	2,397.36	\$	-	\$	2,397.36	23.48%	Yes	\$	-
21271910	0	10/2018	\$	17,041.69	\$	17,041.69	\$	-	\$	7,668.76	\$	5,327.47	\$	2,397.36	\$	2,397.36	\$	-	\$	2,397.36	31.26%	Yes	\$	-
21273649	0	10/2018	\$	23,622.13	\$	23,622.13	\$	-	\$	10,629.96	\$	5,327.47	\$	2,397.36	\$	2,397.36	\$	-	\$	2,397.36	22.55%	Yes	\$	-
21285403	0	11/2018	\$	11,156.76	\$	11,156.76	\$	-	\$	5,020.54	\$	5,327.47	\$	2,397.36	\$	2,397.36	\$	-	\$	2,397.36	47.75%	Yes	\$	-
21287602	0	11/2018	\$	15,791.25	\$	15,791.25	\$	-	\$	7,106.06	\$	5,327.47	\$	2,397.36	\$	2,397.36	\$	-	\$	2,397.36	33.74%	Yes	\$	-
21289419	0	11/2018	\$	17,465.22	\$	17,465.22	\$	-	\$	7,859.35	\$	5,327.47	\$	2,397.36	\$	2,397.36	\$	-	\$	2,397.36	30.50%	Yes	\$	-
21295561	0	11/2018	\$	17,747.53	\$	17,747.53	\$	-	\$	7,986.39	\$	5,327.47	\$	2,397.36	\$	2,397.36	\$	-	\$	2,397.36	30.02%	Yes	\$	-
21298089	0	12/2018	\$	16,743.16	\$	16,743.16	\$	-	\$	7,534.42	\$	5,327.47	\$	2,397.36	\$	2,397.36	\$	-	\$	2,397.36	31.82%	Yes	\$	-
21301212	0	12/2018	\$	20,961.32	\$	20,961.32	\$	-	\$	9,432.59	\$	5,327.47	\$	2,397.36	\$	2,397.36	\$	-	\$	2,397.36	25.42%	Yes	\$	-
21304331	0	12/2018	\$	12,058.34	\$	12,058.34	\$	-	\$	5,426.25	\$	5,327.47	\$	2,397.36	\$	2,397.36	\$	-	\$	2,397.36	44.18%	Yes	\$	-
21305438	0	12/2018	\$	11,869.33	\$	11,869.33	\$	-	\$	8,206.79	\$	5,327.47	\$	2,397.36	\$	2,397.36	\$	-	\$	2,397.36	44.88%	Yes	\$	-
21307920	0	12/2018	\$	30,988.70	\$	30,988.70	\$	(300.00)	\$	13,641.20	\$	5,327.47	\$	2,397.36	\$	2,397.36	\$	-	\$	2,397.36	44.88%	Yes	\$	-
21311032	0	12/2018	\$	37,611.76	\$	37,611.76	\$	-	\$	16,925.29	\$	5,327.47	\$	2,397.36	\$	2,397.36	\$	-	\$	2,397.36	14.16%	Yes	\$	-
21312000	0	12/2018	\$	15,978.34	\$	15,978.34	\$	-	\$	7,190.25	\$	5,327.47	\$	2,397.36	\$	2,397.36	\$	-	\$	2,397.36	33.34%	Yes	\$	-
21315212	0	12/2018	\$	24,327.56	\$	24,327.56	\$	-	\$	10,947.40	\$	5,327.47	\$	2,397.36	\$	2,397.36	\$	-	\$	2,397.36	21.90%	Yes	\$	-
21319243	0	12/2018	\$	19,716.22	\$	19,716.22	\$	-	\$	8,872.30	\$	5,327.47	\$	2,397.36	\$	2,397.36	\$	-	\$	2,397.36	27.02%	Yes	\$	-
21320278	0	12/2018	\$	13,986.77	\$	13,986.77	\$	-	\$	6,294.05	\$	5,327.47	\$	2,397.36	\$	2,397.36	\$	-	\$	2,397.36	38.09%	Yes	\$	-
21334279	0	01/2019	\$	18,237.32	\$	18,237.32	\$	-	\$	8,206.79	\$	5,327.47	\$	2,397.36	\$	2,397.36	\$	-	\$	2,397.36	30.23%	Yes	\$	-
21326330	0	01/2019	\$	21,696.30	\$	21,696.30	\$	-	\$	9,763.33	\$	5,513.93	\$	2,481.27	\$	2,481.27	\$	-	\$	2,481.27	25.41%	Yes	\$	-
21326441	0	01/2019	\$	21,509.28	\$	21,509.28	\$	-	\$	9,679.18	\$	5,513.93	\$	2,481.27	\$	2,481.27	\$	-	\$	2,481.27	25.64%	Yes	\$	-
21331240	0	01/2019	\$	19,158.70	\$	19,158.70	\$	-	\$	7,190.25	\$	5,327.47	\$	2,397.36	\$	2,397.36	\$	-	\$	2,397.36	33.34%	Yes	\$	-
21331816	0	01/2019	\$	37,524.09	\$	37,524.09	\$	-	\$	16,885.84	\$	5,513.93	\$	2,481.27	\$	2,481.27	\$	-	\$	2,481.27	28.78%	Yes	\$	-
21335137	0	01/2019	\$	11,560.60	\$	11,560.60	\$	-	\$	6,224.70	\$	5,513.93	\$	2,481.27	\$	2,481.27	\$	-	\$	2,481.27	14.69%	Yes	\$	-
21342406	0	01/2019	\$	11,807.72	\$	11,807.72	\$	-	\$	5,202.27	\$	5,513.93	\$	2,481.27	\$	2,481.27	\$	-	\$	2,481.27	47.70%	Yes	\$	-
21348862	0	02/2019	\$	10,514.55	\$	10,514.55	\$	-	\$	5,313.47	\$	5,513.93	\$	2,481.27	\$	2,481.27	\$	-	\$	2,481.27	46.70%	Yes	\$	-
21349446	0	02/2019	\$	11,749.84	\$	11,749.84	\$	-	\$	4,731.55	\$	5,513.93	\$	2,481.27	\$	2,481.27	\$	-	\$	2,481.27	52.44%	Yes	\$	-
21355977	0	02/2019	\$	21,593.12	\$	21,593.12	\$	-	\$	5,287.42	\$	5,513.93	\$	2,481.27	\$	2,481.27	\$	-	\$	2,481.27	46.93%	Yes	\$	-
21364559	0	03/2019	\$	13,791.43	\$	13,791.43	\$	-	\$	9,716.90	\$	5,513.93	\$	2,481.27	\$	2,481.27	\$	-	\$	2,481.27	25.54%	Yes	\$	-
21368091	0	03/2019	\$	11,134.48	\$	11,134.48	\$	(5,010.52)	\$	6,206.14	\$	5,513.93	\$	2,481.27	\$	2,481.27	\$	-	\$	2,481.27	39.98%	Yes	\$	-
21376417	0	03/2019	\$	22,326.73	\$	22,326.73	\$	-	\$	10,047.03	\$	5,513.93	\$	2,481.27	\$	2,481.27	\$	-	\$	2,481.27	49.52%	Yes	\$	-
21379996	0	03/2019	\$	17,176.44	\$	17,176.44	\$	(100.00)	\$	7,629.40	\$	5,513.93	\$	2,481.27	\$	2,481.27	\$	-	\$	2,481.27	24.70%	Yes	\$	-
21381941	0	03/2019	\$	13,832.67	\$	13,832.67	\$	-	\$	6,224.70	\$	5,513.93	\$	2,481.27	\$	2,481.27	\$	-	\$	2,481.27	39.86%	Yes	\$	-
21386594	0	03/2019	\$	24,370.95	\$	24,370.95	\$	-	\$	10,966.93	\$	5,513.93	\$	2,481.27	\$	2,481.27	\$	-	\$	2,481.27	22.63%	Yes	\$	-
21388511	0	04/2019	\$	19,611.96	\$	19,611.96	\$	-	\$	8,825.38	\$	5,513.93	\$	2,481.27	\$	2,481.27	\$	-	\$	2,481.27	28.12%	Yes	\$	-
21393750	0	04/2019	\$	20,420.18	\$	20,420.18	\$	-	\$	9,189.08	\$	5,513.93	\$	2,481.27	\$	2,481.27	\$	-	\$	2,481.27	27.00%	Yes	\$	-
21394545	0	04/2019	\$	20,598.25	\$	20,598.25	\$	-	\$	9,269.21	\$	5,513.93	\$	2,481.27	\$	2,481.27	\$	-	\$	2,481.27	26.77%	Yes	\$	-
21395854	0	04/2019	\$	12,193.96	\$	12,193.96	\$	(5,487.28)	\$	7,866.66	\$	5,513.93	\$	2,481.27	\$	2,481.27	\$	-	\$	2,481.27	45.22%	Yes	\$	-
21397870	0	04/2019	\$	17,481.46	\$	17,481.46	\$	-	\$	10,033.90	\$	5,513.93	\$	2,481.27	\$	2,481.27	\$	-	\$	2,481.27	31.54%	Yes	\$	-

22151854	KAISER HMO	03/2022	\$ 24,467.73	\$ 18,106.16	\$ (15,106.16)	\$ 3,000.00	\$ 3,000.00	\$ 6,095.70	24.91%	\$ -	\$ 747.40	Yes	\$ -	\$ 750.00		
22371456	KAISER HMO	10/2022	\$ 12,002.26	\$ 8,881.68	\$ (7,105.34)	\$ 1,776.34	\$ 1,776.34	\$ 6,095.70	50.79%	\$ -	\$ 902.17	Yes	\$ -	\$ 750.00		
			\$ 5,777,292.17	\$ 751,447.64	\$ (602,514.97)	\$ 4,932,982.26	\$ (168,892.23)	\$ 2,046,373.28	\$ 1,643,615.74	\$ 630,626.93	\$ 40,720.04	\$ 570,871.12	\$ 21,493.11	\$ 63	\$ 2,831.06	\$ 44,418.94

Total Cash to Class Members \$ 59,483.22
total Credit to Class Members \$ 636,783.17
\$ 696,266.38

Exhibit B

[SHORT FORM (POSTCARD/EMAIL) NOTIFICATION]

NOTICE OF CLASS ACTION SETTLEMENT

This is a court-approved notice. It is not an attorney solicitation or advertisement.

You are receiving this notice because records indicate that you are a member of a group of people that will be subject to a proposed class action settlement in Savannah Thompson, et al. vs. John Muir Health Inc., Contra Costa Superior Court Case No. C22-02125. Your legal rights will be affected by the settlement if it is approved by the court. The date of the final approval hearing is _____, 2025.

Please go to www._____.com for additional information regarding the case and settlement, including how to exclude yourself from the class or object to the settlement. The deadline for requesting exclusion from the class is _____, 2025. If you do not exclude yourself from the class, you will be bound by the settlement and receive the settlement benefits but lose the right to bring the same lawsuit on your own.

Exhibit C

[LONG FORM NOTICE FOR WEBSITE]

NOTICE OF CLASS ACTION SETTLEMENT

This is a court-approved notice. It is not an attorney solicitation or advertisement.

The parties have proposed a class settlement in the case of *Savannah Thompson, et al. vs. John Muir Health Inc.*, which is now pending before Judge Edward G. Weil in Department 39 of the Contra Costa Superior Court as Case No. C22-02125.

On _____, 2025 at ___ a.m., in Department 39, the Court will conduct a final hearing to decide whether to approve the settlement. If you received a postcard and/or email that directed you to this website, records indicated that you are a member of the group affected by the proposed settlement (a “Class Member”), and this notifies you of your options.

IF YOU DO NOTHING: You will be bound by the terms of settlement and you will automatically receive the benefits due to you under the settlement, but you will not be able to bring your own lawsuit regarding the issue covered by the settlement. Please read on for more information about the case, the settlement, and its benefits.

IF YOU EXCLUDE YOURSELF FROM THE CLASS: You will not be bound by the settlement and will not receive any benefits from the settlement, but you will retain the right to bring your own lawsuit regarding the same issue that the settlement resolves. **The deadline to exclude yourself is _____, 2025.** Please read on for instructions on how to exclude yourself from the class.

YOU CAN OBJECT TO THE SETTLEMENT: If you remain in the class, you can file a written objection to the settlement and appear at the hearing to tell the judge why you do not like the settlement. **The deadline to object to the settlement is _____, 2025.** Please read on for instructions on how to object.

The purpose of this notice is to explain:

1. What is this lawsuit about?
2. What is this notice?
3. What are the benefits of the settlement?
4. What is a class action?
5. Who are the Class Members in this case?
6. How to exclude yourself from the class and the settlement.
7. How Class Members can object to the settlement.
8. What attorneys represent the Class Members.
9. How are Class Counsel paid?
10. That it will not cost you anything to be a Class Member
11. How to get more information about this lawsuit and settlement

1. What is the lawsuit about?

The lawsuit concerns the gross charge that John Muir Health (“John Muir”) emergency departments charged for a certain urine test (the “Service”) between October 4, 2018 and December 31, 2022. Plaintiff Savannah Thompson filed a lawsuit alleging that John Muir, as a result of the gross charge for the service, overcharged her and other Class Members for the Service, even though the actual amount charged for the service varies depending on whether the patient has insurance and, if so, what type. John Muir denies the allegations. The judge has not decided who is right.

2. What is this notice?

This notice gives Class Members the opportunity to exclude themselves from the lawsuit or object to the settlement. On March 21, 2025, the judge certified the lawsuit as a class action on behalf of Kaiser insured and uninsured patients who received the Service during the class period. The parties reviewed (anonymized) records and identified 289 Class Members. Now, rather than go to trial, the parties have negotiated a settlement to resolve the case for every Class Member. The judge must decide whether to approve the settlement. If you received a postcard or email directing you to this website, that is because you have been identified as a Class Member.

3. What are the benefits of the settlement?

The settlement is designed to put all Class Members in the financial position they would have been in if John Muir had not included any charge for the Service. Because Class Members received a variety of unrelated services from the emergency department, and Class Members had different insurance benefits, the settlement uses a formula to calculate how much less each Class Member would have personally paid or owed to John Muir, after accounting for insurance benefits and/or other discounts, if the price for the Service has been zero. The settlement also credits an additional \$750 to each member of a sub-class that will be resolving claims related to allegedly unfair debt collection.

Under the settlement, the resulting total credits to each Class Member are first applied to reduce any account balance that they still owe John Muir. For Class Members who do not owe any account balance (or whose total credits are greater than their account balances), the credit (or remainder of the credit) will be refunded by check to each Class Member up to the total amount that the Class Member actually paid to John Muir for the entire medical encounter on that date.

There are 289 current Class Members. Each will receive either a cash refund payment or an adjustment to their account balance. The total cash refund payments to these Class Members is \$59,483.22 and the total credits to these Class Members’ unpaid account balances is \$636,783.17. If you are a Class Member, and the settlement is approved by the Court, you will receive the benefits due to you under the settlement. No further action is required.

4. What is a class action?

In a class action, one or more people called class representatives (in this case, Savannah Thompson) sue on behalf of people who have similar claims. Often this occurs because the individual value of each claim is insufficient to warrant any person suing on their own. Once a class is certified, the lawsuit is resolved for all of the people in the class, except for those who timely exclude themselves from the class.

5. Who are the Class Members in this case?

The Class Members in this case consists of all persons who (1) received medical services at a John Muir Hospital Emergency Department between October 4, 2018 and December 31, 2022 (2) that included the Service at issue in this case, (3) had Kaiser insurance or were uninsured at the time, and (4) were held financially responsible by John Muir for the services rendered at the encounter in an amount beyond a flat fee insurance deductible (the “Class”). There is also a subclass consisting of all Class Members who, on or after October 4, 2021, received bills for the medical services rendered at the encounter that stated their accounts were past due. John Muir records have identified 289 persons who fit the Class definition, 63 of whom are also in the subclass. Only these persons are Class Members (except any Class Member may exclude himself or herself from the Class as discussed below.)

If you received a postcard and/or email directing you to this website, that is because John Muir records indicate that you are a Class Member.

6. How to exclude yourself from the class and the settlement?

To ask to be excluded from the class and the settlement, send a letter that contains the full name and address of the person seeking exclusion and a sentence stating: “The undersigned hereby requests exclusion from the Class.” You must sign the letter and mail it postmarked by _____ 2025 to:

John Muir Health Class Action c/o
[SETTLEMENT ADMINISTRATOR],
P.O. Box _____,
[City], [ST] [Zip Code}.

You may also send the letter by email to _____@_____.com.

7. How Class Members can object to the settlement

If you disagree with any part of the settlement (including the attorney fees) but don’t want to exclude yourself, you may file an objection to the settlement. You must give reasons why you think the court should not approve it and say whether your objection applies to just you, a part of the class, or the entire class. The court will consider your views. The court can only approve or deny the settlement — it cannot change the terms of the settlement. You may, but don’t need to, hire your own lawyer to help you. To

object, you must send a letter to that:

- a. is postmarked by [date];
- b. includes the name and case number for this case: *Thompson vs. John Muir*, Contra Costa Superior Court Case No. C22-02125.
- c. includes your full name, address and telephone number, and email address (if you have one);
- d. states the reasons for your objection;
- e. says whether either you or your lawyer intend to appear at the final approval hearing and your lawyer's name;
- f. your signature.

Mail the letter to:

[Settlement Administrator]

[Street address]

[City, State, Zip Code]

[Phone Number]

[Department 39]

[Contra Costa Superior Court]

[Street address]

[City, State, Zip Code]

8. What attorneys represent the Class Members?

The court has appointed the following law firms and attorneys as the “Class Counsel” to serve as the attorneys for the Class Members:

Thomas E. Loeser, Cal Bar No. 202724 COTCHETT, PITRE & MCCARTHY, LLP 1809 7th Ave., Suite 1610 Seattle, Washington 98103 Tel: (206) 802-1272 Fax: (650) 697-0577 tloeser@cpmlegal.com	Peter B. Fredman, Cal Bar No. 189097 LAW OFFICE OF PETER FREDMAN PC 2930 Domingo Avenue #227 Berkeley, CA 94705 Tel: (510) 868-2626 Fax: (510) 868-2627 peter@peterfredmanlaw.com
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These are the attorneys who negotiated the settlement on behalf of the Class Members. If you are a Class Member, these attorneys represent you as part of the class, unless you timely exclude yourself from the class. You also have the right to hire your own attorney at your own expense.

9. How are Class Counsel paid?

To date, Class Counsel have not been paid for their work or expenses bringing this lawsuit. As part of the settlement, in addition to the settlement benefits to the Class Members, John Muir has also agreed to pay their reasonable attorney fees and expenses not to exceed

\$600,000.00. The actual amount of the attorney fees and expenses that these attorneys will be awarded will be determined by the court based on a fee application that they will file, to which John Muir has the right to object. Class Members have the right to object to the attorneys' fees application even if they think the settlement terms are fair.

10. Could it cost me anything to be a Class Member?

No. Class Members are not responsible for any costs regardless of the outcome of the lawsuit.

11. How can I get more information about this lawsuit and settlement?

This website includes links to key litigation documents, including the settlement agreement, and will be updated periodically as new information or key documents become available.

Complete copies of all public pleadings, court rulings, and other filings in this lawsuit are available for review by accessing the court docket in this case as follows:

Go to <https://odyportal.cc-courts.org/portal>

Click on Smart Search for Court Records

Enter the case number: C22-02125

Please do not contact the court regarding the Lawsuit. If you cannot find the information you need, you can contact the administrator by email at admin@odyportal.cc-courts.org or Class Counsel at the addresses and/or telephone numbers above.