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 JOHN MUIR HEALTH
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9 **UNITED STATES DISTRICT COURT**
 10 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
 11 **SAN FRANCISCO DIVISION**

13 TRANSCRIPTION
 COMMUNICATIONS CORPORATION,

14 Plaintiff,

15 v.

16 JOHN MUIR HEALTH, et al.,

17 Defendants.
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No. 08-cv-04418-TEH

**[PROPOSED] AMENDED JUDGMENT ON
 ORDERS GRANTING DEFENDANT JOHN
 MUIR HEALTH'S MOTION TO DISMISS
 FOR FAILURE TO STATE A CLAIM AND
 AWARDING ATTORNEYS' FEES AND
 RELATED LIEN TO JOHN MUIR HEALTH**

Action Filed: July 7, 2008
 Removal Filed: September 22, 2008
 Trial Date: TBD

20 Based upon this Court's March 13, 2009 "Order on Defendants' Motions to
 21 Dismiss," granting defendant John Muir Health's ("John Muir") "Motion to Dismiss for
 22 Failure to State a Claim" with prejudice, and upon this Court's April 28, 2009 Order
 23 Awarding Attorneys' Fees and Related Lien to John Muir Health, granted on the basis of
 24 a stipulation between John Muir and plaintiff Transcription Communications Corporation
 25 ("Plaintiff"), the Court hereby amends its March 27, 2009 Judgment as follows:

26 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that:

27 1. Plaintiff take nothing from John Muir, and that Plaintiff's claims against
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1 John Muir are DISMISSED WITH PREJUDICE;

2 2. John Muir is awarded \$15,000.00 in attorneys' fees, subject to the terms of
3 the related "Settlement Agreement" between Plaintiff and John Muir;

4 3. John Muir is granted a lien in its favor against any moneys recoverable
5 pursuant to the terms of the aforementioned Settlement Agreement, up to a total of
6 \$15,000.00, recovered by TCC, whether by judgment, settlement, or otherwise, from
7 John Muir's co-defendants or any other individual or entity in the above-captioned matter
8 or in any subsequent matter involving the facts or claims alleged by TCC herein.

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10 **IT IS SO ORDERED,**

11 DATED: 05/15/09

By: _____



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