

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: St. Joseph Health System Medical Information Cases**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE****CASE NUMBER:
JCCP 4716**

I certify that I am not a party to this cause. I certify that the following document(s), Minute Order dated 10/02/15, Order - Other dated 10/02/15, have been transmitted electronically by Orange County Superior Court at Santa Ana, CA. The transmission originated from email address on October 5, 2015, at 3:46:42 PM PDT. The electronically transmitted document(s) is in accordance with rule 2.251 of the California Rules of Court, addressed as shown above. The list of electronically served recipients are listed below:

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Clerk of the Court, by: Stagunsa H., Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

MINUTE ORDER

DATE: 10/02/2015

TIME: 03:41:00 PM

DEPT: CX104

JUDICIAL OFFICER PRESIDING: Kim G. Dunning

CLERK: Antero Pagunsan

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: Nestor Peraza

CASE NO: **JCCP 4716**

CASE INIT.DATE: 05/17/2012

CASE TITLE: **St. Joseph Health System Medical Information Cases**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Non-PI/PD/WD tort - Other

EVENT ID/DOCUMENT ID: 72245561

EVENT TYPE: Chambers Work

APPEARANCES

There are no appearances by any party.

The Order Granting Preliminary Approval of Class Action Settlement and Notice of Settlement is signed this date.

The Motion for Approval of Class Settlement currently set for 10/14/2015 at 01:30 PM in this department is hereby vacated.

Clerk to give notice by e-Service to parties.

1 Daniel S. Robinson, SBN 244245
2 Wesley K. Polischuk, SBN 254121
3 Patrick R. Gutierrez, SBN 302512
4 **ROBINSON CALCAGNIE ROBINSON**
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6 19 Corporate Plaza Drive
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12 *Co-Lead Counsel for the Class*

13 Jeffrey H. Reeves, SBN 156648
14 **GIBSON, DUNN & CRUTCHER LLP**
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20 *Defendants' Lead Counsel*

21 SUPERIOR COURT OF THE STATE OF CALIFORNIA

22 COUNTY OF ORANGE – CIVIL COMPLEX

23 Coordination Proceeding
24 Special Title (Rule 3.550)

Judicial Council Coordinated
Proceeding No. 4716

25 **ST. JOSEPH HEALTH SYSTEM MEDICAL**
26 **INFORMATION CASES**

Coordination Trial Judge:
Honorable Kim G. Dunning
Department CX 104

27 DEANNA DEBAEKE, DANNA
28 GRAEWINGHOLT, JEANNIE HAMBRIC,
LINDA KERKOW, and DESIREE ORTIZ,
individually and on behalf of all others similarly
situated,

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT AND NOTICE OF
SETTLEMENT**

Plaintiffs,

Hearing Date: October 14, 2015

vs.

Time: 1:30 p.m.

Dept.: CX104

ST. JOSEPH HEALTH SYSTEM, et al.,

Defendants.

Before the Court is the Joint Motion for Preliminary Approval of Class Action Settlement filed on September 11, 2015, as well as the Joint Supplemental Motion for Preliminary Approval of Class

1 Action Settlement filed on September 29, 2015. Plaintiffs Deanna Debaeke, Danna Graewingholt,
2 Jeannie Hambric, Linda Kerkow, and Desiree Ortiz (“Representative Plaintiffs”), individually and on
3 behalf of the Settlement Class Members,¹ by and through Daniel S. Robinson, Robinson Calcagnie
4 Robinson Shapiro Davis, Inc., and Jeremiah Frei-Pearson, Finkelstein, Blankinship, Frei-Pearson &
5 Garber, LLP (“Co-Lead Class Counsel”); and Defendants St. Joseph Health System, Mission Hospital
6 Regional Medical Center, St. Jude Hospital, Queen of the Valley Medical Center, Santa Rosa Memorial
7 Hospital, Petaluma Valley Hospital Auxiliary, The Auxiliary of Mission Hospital Laguna Beach, The
8 Auxiliary of Mission Hospital Mission Viejo, Saint Joseph Hospital of Orange, Saint Joseph Hospital
9 of Eureka and Redwood Memorial Hospital of Fortuna (collectively, “Defendants”), by and through
10 Jeffrey H. Reeves, Gibson Dunn, LLP, Defendants’ Lead and Liaison Counsel, requesting that the
11 Court enter an order:

12 (1) preliminarily approving the Settlement Agreement, and finding that it is fair, reasonable,
13 adequate, and the product of investigation, litigation and arm’s-length negotiation;

14 (2) appointing Daniel S. Robinson and Jeremiah Frei-Pearson as Co-Lead Settlement Class
15 Counsel; and Eric A. Grover, Gregg A. Farley, Neil B. Fineman, Robert Chaiken, and John P. Nash as
16 Settlement Class Counsel.

17 (3) appointing Kurtzman Carson Consultants as the Settlement Administrator selected and
18 agreed to by the Settling Parties;

19 (4) approving the claims, opt-out procedures, and objection procedures provided for in the
20 Settlement Agreement;

21 (5) directing Co-Lead Settlement Class Counsel, within ten (10) days of entry of the Order
22 Granting Preliminary Approval, to furnish the Settlement Administrator with a list containing the
23 names, last known addresses, and telephone numbers of all Settlement Class Members, pursuant to a
24 HIPAA Business Associate Agreement between Co-Lead Settlement Class Counsel and the Settlement
25 Administrator to maintain confidentiality; and

26 _____
27 ¹ “Settlement Class [Member],” as defined in § IV ¶ 1.6 of the Settlement Agreement, means any individual who (1) falls
28 within definition of the Class or Class Member (as defined in the Court’s December 5, 2014 Order Granting Plaintiffs’
Motion for Class Certification), and (2) who did not previously timely and validly exclude himself or herself from the
certified Class.

1 (6) setting a Final Approval Hearing on or about February 3, 2016, at 1:30 p.m. in
2 Department CX104 of the Superior Court of the State of California, County of Orange, Civil Complex
3 Division.

4 Having reviewed and considered the Settlement Agreement (including the Settling Parties'
5 revision removing the express waiver of section 1542 of the California Civil Code), and the Joint
6 Motion and Supplemental Motion for Preliminary Approval of the Class Action Settlement (including
7 the supporting Memorandum of Points and Authorities), and having heard and considered the oral
8 arguments of counsel, the Court makes the findings and grants the relief set forth below, preliminarily
9 approving the settlement contained in the Settlement Agreement upon the terms and conditions set forth
10 in this Order. All terms and phrases in this Order shall have the same meaning as they are defined in
11 the Settlement Agreement.

12 NOW, THEREFORE, IT IS HEREBY ORDERED:

13 1. The Court preliminarily approves the settlement terms set forth in the Settlement
14 Agreement as fair, reasonable, and adequate, and the product of investigation, litigation, and arm's-
15 length negotiation, subject to final consideration at the Final Approval Hearing provided for below.

16 2. Kurtzman Carson Consultants ("KCC"), the Settlement Administrator selected and
17 agreed to by the Settling Parties, is appointed as the Settlement Administrator.

18 3. Daniel S. Robinson, Robinson Calcagnie Robinson Shapiro Davis, Inc. and Jeremiah
19 Frei-Pearson, Finkelstein, Blankinship, Frei-Pearson & Garber, LLP are hereby appointed Co-Lead
20 Settlement Class Counsel. Eric A. Grover, Gregg A. Farley, Neil B. Fineman, Robert Chaiken, and
21 John P. Nash are hereby appointed Settlement Class Counsel.

22 4. The Notice of Settlement and Hearing Date for Court Approval ("Notice of Settlement")
23 originally submitted as Exhibit F to the Settlement Agreement is hereby amended and replaced by the
24 revised Notice of Settlement, attached hereto as Exhibit A.

25 5. The Court preliminarily approves the proposed cy pres recipient, the Public Law Center
26 in Orange County, California (601 Civic Center Drive West, Santa Ana, CA 92701-4002).

1 6. The Notice of Settlement shall be implemented by KCC. KCC shall send out the Notice
2 of Settlement to the Settlement Class Members, in the manner and form approved by this Court, within
3 twenty (20) days of entry of the Order of Preliminary Approval.

4 7. Prior to the Final Approval Hearing (defined herein), Co-Lead Settlement Class Counsel
5 and Defendants shall cause to be filed with the Court an appropriate affidavit or declaration with
6 respect to complying with the Notice Plan that will be submitted to the Court.

7 8. A hearing (the “Final Approval Hearing”) shall be held before this Court on February 3,
8 2016, at 1:30 p.m., in Department CX104 of the Superior Court of California, County of Orange, to
9 determine:

- 10 (i) whether the terms set forth in the Settlement Agreement are fair, reasonable,
11 adequate, and in the best interests of the Settlement Class;
- 12 (ii) whether a Judgment Order, as provided for in the Settlement Agreement, should
13 be entered granting final approval of the settlement; and
- 14 (iii) whether, and in what amount, attorneys’ fees, costs and expenses, and
15 Representative Plaintiff incentive awards, should be paid to an account
16 established and/or directed by Co-Lead Settlement Class Counsel for
17 distribution.

18 The Court may adjourn and/or continue the Final Approval Hearing without further notice to
19 Settlement Class Members.

20 9. Each Person desiring to exclude himself or herself from the settlement shall timely
21 submit, via U.S. Mail, written notice of such intent to the designated address. The written notice must
22 clearly manifest the intent to be excluded from the settlement, and must be signed by the Settlement
23 Class Member, or the Settlement Class Member’s parent or guardian (if the Settlement Class Member
24 is a minor). Signature by an authorized representative of the Settlement Class Members is also
25 acceptable if proper and adequate documentation of the authorization accompanies the opt-out. To be
26 effective, written notice must be postmarked by the Settlement Opt-Out Period, which shall run from
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1 the time notice of the settlement is first sent to Settlement Class Members, until and including sixty
2 (60) days thereafter.

3 10. All Settlement Class Members who do not request to be excluded from the settlement
4 (*i.e.* “Participating Settlement Class Members”²) shall be bound by the terms of the Settlement
5 Agreement, the Judgment Order entered thereon, and all Orders entered by the Court in connection with
6 the settlement terms set forth in the Settlement Agreement. All Persons who submit valid and timely
7 notices of their intent to be excluded from the settlement shall neither receive any benefits, nor be
8 bound by the terms of the Settlement Agreement.

9 11. Participating Settlement Class Members who wish to submit a claim for any benefit
10 under the Settlement Agreement, as to which a claim is required, shall do so in accordance with the
11 requirements and procedures set forth in the Settlement Agreement. All Participating Settlement Class
12 Members who qualify for any benefit under the Settlement Agreement as to which a claim is required,
13 but fail to submit a claim therefor in accordance with the requirements and procedures of the Settlement
14 Agreement, shall be forever barred from receiving any such benefit, but will in all other respects be
15 subject to and bound by the provisions of the Settlement Agreement, the releases contained therein, and
16 the Judgment Order.

17 12. Each Participating Settlement Class Member desiring to object to the settlement shall
18 submit a timely written notice of his or her objection. Such notice shall state:

- 19 (i) the objector’s full name, address, telephone number, and e-mail address;
- 20 (ii) a written statement of all grounds for the objection, accompanied by any legal
21 support for the objection, and any evidence the Participating Settlement Class
22 Member wishes to introduce in support of the objection;
- 23 (iii) the identity of all counsel representing the objector, accompanied by any legal
24 support for the objection;

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26
27 ² “Participating Settlement Class Member,” as defined in § IV ¶ 1.7 of the Settlement Agreement, means any Settlement
28 Class Member who does not timely and validly exclude himself or herself from the Settlement Class after receiving notice
of this Settlement.

- 1 (iv) a statement confirming whether the objector intends to personally appear and/or
2 testify at the Final Approval Hearing; and
3 (v) the objector's signature, signed under oath and penalty of perjury or, if legally
4 incapacitated, the signature of their duly authorized representative (along with
5 documentation setting forth such legal incapacitation and representation).

6 To be timely, written notice of an objection in the correct format above must be mailed to the
7 Settlement Administrator twenty-one (21) days prior to the date set in the Notice for the Final Approval
8 Hearing, and also mailed to each of the following:

- 9 (i) Co-Lead Settlement Class Counsel, Daniel S. Robinson, Robinson Calcagnie
10 Robinson Shapiro Davis, Inc., 19 Corporate Plaza, Newport Beach, CA 92660;
11 (ii) Co-Lead Settlement Class Counsel, Jeremiah Frei-Pearson, Finkelstein,
12 Blankinship, Frei-Pearson & Garber, 1311 Mamaroneck Avenue, Suite 220,
13 White Plains, New York, 10605; and
14 (iii) Defendants' Lead and Liaison Counsel, Jeffrey Reeves, Gibson Dunn &
15 Crutcher, LLP, 3161 Michelson Drive, Irvine, CA 92612.

16 13. All discovery and pretrial proceedings in this Litigation are stayed and suspended until
17 further order of this Court.

18 14. Pending the final determination of the fairness, reasonableness, and adequacy of the
19 terms set forth in the Settlement Agreement, no Participating Settlement Class Member, either directly,
20 representatively, or in any other capacity, shall institute, commence, or prosecute any of the Released
21 Claims in any action or proceeding in any court or tribunal.

22 15. Neither the Settlement Agreement, nor the terms contained therein, nor any act
23 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the
24 settlement: (a) is or may be deemed to be, or may be used as an admission of, or evidence of, the
25 validity or lack thereof of any Released Claim, or of any wrongdoing or liability of Defendants; or (b)
26 is or may be deemed to be, or may be used as an admission of, or evidence of, any fault or omission of
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1 Defendants, in any civil, criminal, or administrative proceeding in any court, administrative agency, or
2 other tribunal.

3 16. In the event the Court does not grant final approval of the Settlement Agreement, or the
4 Settlement Agreement is terminated in accordance with its terms, the Settling Parties shall be restored
5 to their respective positions in the Litigation, except that all scheduled litigation deadlines shall be
6 reasonably extended so as to avoid prejudice to any Settling Party or litigant. In such event, the terms
7 and provisions of the Settlement Agreement shall have no further force and effect with respect to the
8 Settling Parties, and shall not be used in the Litigation or in any other proceeding for any purpose, and
9 any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement
10 shall be treated as vacated, *nunc pro tunc*.

11 IT IS SO ORDERED.

12 **Date Judge Signed: October 02, 2015**



13
14 Honorable Kim G. Dunning
Superior Court Judge