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Attorney for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

THANH PHAN, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

v.

ST. JUDE MEDICAL CENTER, a California
Corporation; ST. JUDE HOSPITAL, a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

MARK MORANVILLE, as an individual on
behalf of himself and on behalf of all others
similarly situated,

Plaintiff,

v.

ST. JUDE HOSPITAL, a California
Corporation; ST. JUDE HERITAGE
MEDICAL GROUP, A MEDICAL
CORPORATION, a California Corporation;
and DOES 1-100, inclusive,
Defendants.

CASE NO.: **30-2022-01244478-CU-OE-CXC**
[Consolidated with Case No. 30-2022-
01246853-CU-OE-CXC]

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Date: January 5, 2024
Hearing Time: 9:00 a.m.

Judge: Hon. William D. Claster
Dept.: CX101

Action Filed: February 8, 2022
Trial Date: Not Set

PRELIMINARY APPROVAL ORDER

1 This matter, having come before the Honorable William D. Claster of the Superior Court
2 of the State of California, in and for the County Orange, on January 5, 2024, for the motion by
3 Plaintiffs Thanh Phan and Mark Moranville (“Plaintiffs”) for preliminary approval of the class
4 settlement with Defendant St. Jude Hospital dba St. Jude Medical Center (“Defendant”). The
5 Court, having considered the briefs, argument of counsel and all matters presented to the Court
6 and good cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class
7 Action Settlement.

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9 **IT IS HEREBY ORDERED:**

10 1. The Court grants preliminary approval of the Settlement based upon the terms set
11 forth in the Class Action and PAGA Settlement Agreement (“Agreement”) attached as Exhibit #1
12 to the Declaration of Kyle Nordrehaug in Support of Plaintiff’s Motion for Preliminary Approval
13 of Class Action Settlement [ROA #126]. This is based on the Court’s determination that the
14 Settlement set forth in the Agreement is within the range of possible final approval, pursuant to the
15 provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court,
16 rule 3.769. This Order incorporates by reference the definitions in the Agreement, and all terms
17 defined therein shall have the same meaning in this Order as set forth in the Agreement.
18 Capitalized terms herein shall have the definitions set forth in the Agreement.

19 2. The Gross Settlement Amount is Four Million Dollars (\$4,000,000). It appears to
20 the Court on a preliminary basis that the Gross Settlement Amount and the terms of the
21 Agreement are fair, adequate and reasonable to the Class. It further appears that investigation and
22 research have been conducted such that counsel for the Parties are able to reasonably evaluate
23 their respective positions. It further appears to the Court that settlement at this time will avoid
24 substantial additional costs by all Parties, as well as avoid the delay and risks that would be
25 presented by the further prosecution of the Action. It further appears that the Settlement has been
26 reached as the result of serious and non-collusive, arms-length negotiations after mediation with a
27 respectable mediator, Jeffrey Krivis. The Court therefore preliminarily finds that the Settlement is
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1 fair, adequate, and reasonable when balanced against the probable outcome of further litigation
2 and the significant risks relating to certification, liability, and damages issues. The Settlement
3 falls within the range of reasonableness and appears to be presumptively valid, subject to any
4 objections that may be raised at the Final Approval Hearing and final approval by this Court.

5 3. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
6 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
7 of Blumenthal Nordrehaug Bhowmik De Blouw LLP; Michael R. Crosner, Zachary M. Crosner,
8 Jamie Serb, and Sepideh Ardestani of Crosner Legal, PC; and Derek Tran of The Tran Firm as
9 Class Counsel for the Class.

10 4. A Final Approval Hearing on the question of whether the Settlement should be
11 finally approved as fair, reasonable and adequate as to all Class Members who do not submit a
12 valid and timely request to exclude themselves from the Settlement is scheduled for May 24, 2024
13 at 9:00 a.m. in Department CX101 of the Orange County Superior Court. Other matters for
14 determination at the Final Approval Hearing shall include whether the Final Approval Order and
15 Judgment should be entered herein; and whether the plan of allocation contained in the Agreement
16 should be approved as fair, adequate and reasonable to the Class Members. Both the motion for
17 final approval and the motion for attorneys' fees, costs and service awards shall be heard at the
18 Final Approval Hearing and the papers are to be filed with the Court and served on all counsel no
19 later than sixteen (16) court days before the hearing.

20 5. Plaintiff shall serve this Order on the LWDA.

21 6. For settlement purposes only, the Court conditionally certifies the following Class:
22 "all individuals who were employed by Defendant in California and classified as a non-exempt
23 employee at any time during the Class Period." The Class Period is February 8, 2018 through July
24 27, 2023. There are approximately 4,180 individuals in the Class.

25 7. The Court hereby appoints ILYM Group as Administrator. No later than 15
26 calendar days after entry of this Order, Defendant shall provide to the Administrator an electronic
27 spreadsheet with the Class Data. The Administrator will perform address updates and
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1 verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it as
2 soon as possible, and in no event later than 14 days after receiving the Class information
3 spreadsheet, the Administrator will mail the Class Notice Packet to all Class Members via first-
4 class U.S. Mail.

5 8. The Court hereby approves, as to form and content, the Court Approved Notice of
6 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached
7 hereto as Exhibit #1. The Court finds that the Class Notice appears to fully and accurately inform
8 the Class of all material elements of the proposed Settlement, of the Class Members’ right to be
9 excluded from the Class by submitting a written opt-out request, and of each member’s right and
10 opportunity to object to the Settlement. The Court further finds that the distribution of the Class
11 Notice substantially in the manner and form set forth in the Agreement and this Order meets the
12 requirements of due process, is the best notice practicable under the circumstances, and shall
13 constitute due and sufficient notice to all persons entitled thereto. The font of the Class Notice
14 shall not be smaller than what was provided to the Court. The Court orders the mailing of the
15 Class Notice Packets by first class mail, pursuant to the terms and implementation schedule set
16 forth in the Agreement.

17 9. The Court approves, as to the form and content, the Dispute Form and the Request
18 for Exclusion Form that the Class Members may use to dispute their employment dates or opt out
19 of the Settlement, respectively, attached hereto as Exhibits #2 and #3, respectively.

20 10. The Court hereby approves the proposed procedure for exclusion from the
21 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
22 Class as provided in the Class Notice by following the instructions for requesting exclusion from
23 the Class that are set forth in the Class Notice. All requests for exclusion must be postmarked by
24 no later than sixty (60) calendar days after the date of the mailing of the Class Notice and received
25 by the Administrator. If a Class Notice Packet is re-mailed, the response date for opt-outs will be
26 extended an additional 14 days. The Court reserves the right to accept an untimely request for
27 exclusion for good cause. Any such person who chooses to opt out of and be excluded from the
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1 Class will not be entitled to any recovery under the Settlement and will not be bound by the
2 Settlement or have any right to object, appeal or comment thereon (except that no Aggrieved
3 Employee may opt out of the PAGA portion of the settlement and any Aggrieved Employee who
4 requests exclusion from the Class will still recover their portion of the PAGA Penalties and will be
5 bound by the release of the Released PAGA Claims). Class Members who have not requested
6 exclusion shall be bound by all determinations of the Court, the Agreement and the Judgment. A
7 request for exclusion may only opt out that particular individual, and any attempt to effect an opt
8 out of a group, class, or subclass of individuals is not permitted and will be deemed invalid.

9 11. Any Class Member who has not opted out may object or express the Member's
10 views regarding the Settlement, may appear at the final approval hearing, and may present
11 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
12 and determined by the Court as provided in the Notice. Class Members will have sixty (60) days
13 from the date of the mailing of the Class Notices to submit their written objections to the
14 Administrator and counsel for both parties in accordance with the instructions in the Class Notice.
15 If a Class Notice Packet is re-mailed, the response date for written objections will be extended an
16 additional 14 days. The Court reserves the right to accept an untimely written objection for good
17 cause. Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
18 objection.

19 12. Neither the Settlement nor any exhibit, document, or instrument delivered
20 thereunder shall be construed as a concession or admission by Defendant in any way that the
21 claims asserted have any merit or that this Action was properly brought as a class or representative
22 action, and shall not be used as evidence of, or used against Defendant as, an admission or
23 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
24 omission by Defendant or with respect to the truth of any allegation asserted by any person.
25 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
26 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
27 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
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1 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
2 evidence of a presumption, concession, indication or admission by Defendant of any liability,
3 fault, wrongdoing, omission, concession or damage.

4 13. The Court reserves the right to adjourn or continue the date of the final approval
5 hearing and all dates provided for in the Agreement without further notice to Class Members and
6 retains jurisdiction to consider all further applications arising out of or connected with the
7 proposed Settlement.

8 14. The Action is stayed, and all trial and related pre-trial dates are vacated, subject to
9 further orders of the Court at the Final Approval Hearing.

10 **IT IS SO ORDERED.**

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12 Dated: _____

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HON. WILLIAM D. CLASTER
JUDGE, SUPERIOR COURT OF CALIFORNIA
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