

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (SBN 068687)
Kyle R. Nordrehaug (SBN 205975)
Aparajit Bhowmik (SBN 248066)
Piya Mukherjee (SBN 274217)
2255 Calle Clara
La Jolla, CA 92037
T: (858) 551-1223; F: (858) 551-1232
Email: Norm@bamlawca.com;
Kyle@bamlawca.com
AJ@bamlawca.com
Piya@bamlawca.com
Charlotte@bamlawca.com

Attorneys for Plaintiff THANH PHAN

[Additional counsel listed on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE**

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

Plaintiff,

vs.

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

**DECLARATION OF THANH PHAN IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date:

Hearing Time:

Judge: Hon. William Claster

Dept: CX104

Reservation No.:

Date Filed: February 8, 2022

1 MICHAEL R. CROSNER (SBN 41299)
mike@crosnerlegal.com
2 ZACHARY M. CROSNER (SBN 272295)
zach@crosnerlegal.com
3 BLAKE R. JONES (SBN 211221)
blake@crosnerlegal.com
4 CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
5 Beverly Hills, CA 90210
Tel: (310) 496-5818
6 Fax: (310) 510-6429
7 Attorneys for Plaintiff MARK MORANVILLE

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1 I, Thanh Phan, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. I was hired on January 25, 2010, by defendant St. Jude Hospital d/b/a St. Jude Medical
10 Center ("St. Jude") in Fullerton, California. I was employed as a non-exempt full-time clinical
11 pharmacist, working primarily a 10-hour graveyard shift, from 10 p.m. to 8 a.m.
12

13 4. On July 30, 2021, our pharmacy operations manager sent an email to all pharmacists
14 regarding instructions for Kronos, our timekeeping system, when working the graveyard shift.
15 These new Kronos instructions advised pharmacists when working the graveyard shift to answer
16 "No" to the meal/break question and to manually add in a 1-hour meal penalty in Kronos.

17 5. On September 3, 2021, I emailed our pharmacy operations manager after reviewing my
18 paychecks. I noticed that my paychecks were different. I was paid significantly more due to
19 hours entered in Kronos for "No Meal Period." I was concerned if I was following the new
20 Kronos instructions correctly and questioned if this would apply to previous years. Our
21 pharmacy operations manager stated that our HR department instructed us to start doing this and
22 they may address back pay in the future.
23

24 6. After several failed attempts in trying to get feedback from HR via email and by visiting
25 the HR department after my shift ended in the morning, I was finally able to set an appointment
26 with HR on September 23, 2021, only to have it cancelled at the last minute. An appointment
27 was rescheduled for September 27, 2021, where HR stated they will review my concerns and
28

1 get back to me on their findings.

2 7. On October 11, 2021, our pharmacy operations manager sent an email notifying all
3 pharmacists that effective immediately, graveyard shifts changed from 10 p.m. to 8 a.m. to 9:30
4 p.m. to 8 a.m. and a 30-minute meal break must be taken before midnight, while evening
5 coverage is still available. In the matter of back pay for no meal breaks for pharmacists working
6 the graveyard shift prior to these recent changes, it was still undetermined.
7

8 8. I sought legal advice and spoke to my attorneys several times and discussed how
9 St. Jude implemented its company policies and procedures. I also assisted my attorneys in their
10 investigation into my claims by providing them documents (which took a considerable amount
11 of time and effort) and answering their questions.
12

13 9. I decided to file this class action lawsuit and be a plaintiff/class representative because
14 I felt that my legal rights as an employee and others like me were violated. For example, I was
15 regularly required to work 10-hour shifts with no meal or rest breaks and was not paid all the
16 meal and rest break premium payments. Also, I was not paid any wages for the time I spent
17 getting vaccinations and submitting to Covid-19 screening before my shift started. In addition,
18 I was not paid for the time I spent at home completing hospital mandatory compliance
19 education and modules on “HealthStreams” and “Qstream.” Also, I was not paid for the time I
20 spent on “live” Microsoft Teams meetings that occurred when I was off work, for Pharmacy
21 Workflow Training Sessions for Epic deployment (a total of 13 sessions, approximately
22 lasting one hour each). I was also not reimbursed by St. Jude for certain business-related
23 expenses such as the costs I incurred for cell phone/data plan usage and charges associated
24 with hospital system alerts, scheduling issues, department communication and medical drug
25 reference.
26

27 10. I retained my attorneys who are experienced in both class action and PAGA
28

1 representative action litigation and claims against employers for violations of the California
2 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of
3 the Court. I am not aware of having any actual or potential conflicts of interest with another
4 class member in this case nor am I aware of having any actual or potential conflicts of interest
5 with ILYM Group, the settlement administrator. I am not aware of any other pending matter
6 or action asserting claims that will be extinguished or adversely affected by this settlement.
7

8 11. I reviewed the complaint before it was filed and after it was filed. I was given access to
9 an electronic file sharing program that alerted me via email when important documents were
10 filed so that I could review them and keep up with the developments in the case which I
11 understood was one of my duties as a class representative. I would also contact my attorneys
12 from time to time if I had any questions about the case.
13

14 12. Even though this action is in the process of settling, I was and remain prepared to
15 perform all the duties of a class representative. I understand that as a class representative I
16 have assumed a fiduciary responsibility to prosecute this class action on behalf of the absent
17 class members. I have understood that as a fiduciary, I have a duty to prosecute this action for
18 the benefit of the class members and surrender any right to compromise the group action for an
19 individual gain.
20

21 13. I understood that being a plaintiff/class representative in this case meant that I was
22 seeking damages not only for myself but also other current and/or former non-exempt employees
23 working for St. Jude in California. I felt that these individuals were not aware of their labor law
24 rights and even if they were they would probably be apprehensive about speaking up or even
25 simply because of the time, effort and risk involved in filing a class action lawsuit.
26

27 14. I understood that being a part of this lawsuit involved risks. For example, my attorneys
28 explained to me that if the case went to trial and we lost, I could be held responsible to pay for

1 all or part of the attorney fees and costs paid by St. Jude to defend this lawsuit. Also, I knew
2 there was a risk that future employers could hold it against me or downgrade me as a potential
3 hire. It has been very time-consuming and stressful for me to pursue this litigation, considering
4 the fact I was a full-time employee at the time I filed the lawsuit and continue to be a full-time
5 employee at St. Jude. I also believe I may have suffered personally as a result of filing and
6 pursuing this litigation. For example, despite my commitment to excellence and integrity in my
7 work performance, my merit compensation after the lawsuit was filed has been significantly
8 lower than previous years. Although I am not certain, I believe it is possible that the reduction
9 in merit compensation could be related to my pursuit of this lawsuit. Ultimately, I decided these
10 risks were worth it and decided to fight for my rights and the rights of others, regardless of the
11 risks, time and effort I spent on this case.
12

13
14 15. After St. Jude was contacted by my attorneys and became aware that I intended to file a
15 lawsuit for multiple alleged wage and hour violations, St. Jude offered to pay me approximately
16 \$31,000 for unpaid wages and meal break penalties for the past two years. I declined their offer
17 because I felt that St. Jude was also violating the law with respect to my co-workers, and I
18 wanted to stand up for the rights of the other class members and not just for my own personal
19 gain.
20

21 16. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
22 kept up to date on important developments by reviewing court filings that were made available
23 to me electronically as I described above.

24 17. A mediation took place on April 27, 2023 with Jeff Krivis, a well-respected and
25 experienced mediator of wage and hour class actions. After the all-day mediation the parties
26 were able to reach an agreement to settle the action. I communicated with my attorneys
27 regarding the terms of the settlement which was reached between the parties and understood that
28

1 I was representing absent class members and therefore wanted the best possible result to be
2 obtained for the class members and I believe a very positive result was in fact achieved via
3 settlement. I reviewed and signed the Memorandum of Understanding on April 28, 2023 and
4 when the final settlement papers were ready, I closely reviewed the Settlement Agreement which
5 I signed on July 25, 2023.
6

7 18. I have been actively involved with this lawsuit performing the duties described above.
8 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
9 filings, searched for and provided requested documents, and spent a significant amount of time
10 on the issues presented during the lawsuit and in the settlement process. I estimate that I spent
11 no less than 100 hours working on this case up until this point. I believe I have been diligent
12 and have done what is expected of a named plaintiff and proposed class representative to date
13 and will continue to do so. I have and always will maintain, the best interests of the class
14 members.
15

16 19. My attorneys explained to me that the settlement process involves a two-step
17 review by the Court to determine whether the settlement is fair before approving the settlement.
18 I know this process also involves notifying all class members of the settlement terms and of their
19 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
20 settlement.
21

22 20. I believe I did the right thing by filing this case on behalf of the class members who,
23 subject to court approval, are in line to receive monetary payments as a result of this case and
24 settlement. This is money they may never have ever gotten if I did not pursue this action on
25 their behalf. I feel significant personal satisfaction to know that I played a role in the class
26 members being entitled to monetary payments as a result of the filing of this lawsuit. I also
27 believe that the requested Class Representative Service Payment of \$30,000 from the
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1 settlement is fair compensation for the work I performed and the risks I undertook.

2 21. As part of the settlement it was necessary for me to sign a general release of all
3 claims I may have against St. Jude. I believe the Class Representative Service Payment I have
4 requested provides me with some compensation for this agreed release.
5

6 22. In light of all the time and effort I have spent on this case, the risks I undertook by
7 bringing these claims against my employer, the exposure to being responsible for paying St.
8 Jude's costs in the event we did not win the case, the reputational risk that future employers may
9 hold this lawsuit against me, the general release, the size of the settlement and the fact my merit
10 compensation has decreased since I filed the lawsuit and I turned down a settlement offer over
11 \$30,000 in order to benefit the class, I believe the request for \$30,000 as a Class Representative
12 Service Payment is fair and reasonable.

13 I declare under penalty of perjury under the laws of the State of California that the
14 foregoing is true and correct.

15 Executed on Sep 6, 2023, at Garden Grove, California.
16 (city, state)

17 Thanh Phan
18 Thanh Phan (Sep 6, 2023 10:18 PDT)

19 Thanh Phan
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