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**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] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: September 13, 2024
Hearing Time: 9:00 a.m.

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

Action Filed:
Trial Date: Not Set

1 The motion of Plaintiffs Thanh Phan and Mark Moranville (“Plaintiffs”) for an order
2 finally approving the First Amended Class Action and PAGA Settlement Agreement
3 (“Agreement”) with Defendant St. Jude Hospital dba St. Jude Medical Center (“Defendant”),
4 attorneys’ fees and costs, service payments, and the expenses of the Administrator duly came on
5 for hearing on September 13, 2024 before the Honorable William D. Claster.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of Orange, and over all Parties to this litigation,
13 including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Four Million Dollars
16 (\$4,000,000), and the terms set forth in the Agreement are fair, reasonable, and adequate.
- 17 4. The Court further finds that the Settlement was the result of arm’s length
18 negotiations conducted after Class Counsel had adequately investigated the claims and became
19 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
20 Settlement, the risks relating to certification, liability, and damages issues, and the assistance of an
21 experienced mediator in the settlement process, among other factors, support the Court’s
22 conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On April 5, 2024, the Court granted preliminary approval of the Settlement and
25 approved conditional certification of the Class for settlement purposes only.

26 **Notice to the Class**

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1 6. In compliance with the Preliminary Approval Order, the Class Notice Packets were
2 mailed by first class mail to Class Members at their last known addresses on or about May 9,
3 2024. Mailing of the Class Notice to their last known addresses was the best notice practicable
4 under the circumstances and was reasonably calculated to communicate actual notice of the
5 litigation and the proposed settlement to the Class. The Class Notice given to the Class Members
6 fully and accurately informed the Class Members of all material elements of the proposed
7 Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the
8 Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the
9 laws of the State of California, the United States Constitution, due process and other applicable
10 law. The Class Notice fairly and adequately described the Settlement and provided Class
11 Members adequate instructions and a variety of means to obtain additional information.

12 7. The deadline for opting out of the Class or submitting written objections to the
13 Settlement was July 8, 2024. There was an adequate interval between notice and the deadline to
14 permit Class Members to choose what to do and act on their decision. A full opportunity has been
15 afforded to the Class Members to participate in this hearing, and all Class Members and other
16 persons wishing to be heard have been heard. Class Members also have had a full and fair
17 opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
18 Court determines that all Class Members who did not timely and properly submit a request for
19 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

20 **Fairness Of Settlement**

21 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
22 48 Cal.App.4th 1794, 1801 (1996).

23 a. The settlement was reached through arm's-length bargaining between the
24 parties during an all-day mediation before Jeffrey Krivis, a respected and experienced mediator of
25 wage and hour class actions. There has been no collusion between the parties in reaching the
26 proposed settlement.

1 b. Plaintiffs' investigation and discovery have been sufficient to allow the
2 Court and counsel to act intelligently.

3 c. Counsel for both parties are experienced in similar employment class action
4 litigation. All counsel recommended approval of the Agreement.

5 d. The percentage of objectors and requests for exclusion is small. No
6 objections were received. Twenty-four (24) timely requests for exclusion were received.

7 e. The participation rate was high. 4,619 Participating Class Members will be
8 mailed a settlement payment, representing 99.48% of the overall Class.

9 9. The consideration to be given to the Class Members under the terms of the
10 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
11 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
12 Members' claims, given the uncertainties and significant risks of the litigation and the delays
13 which would ensue from continued prosecution of the Action.

14 10. The Agreement is approved as fair, adequate and reasonable and in the best
15 interests of the Class Members.

16 **Attorneys' Fees and Costs**

17 11. An award of \$1,333,333 for attorneys' fees, representing one-third of the Gross
18 Settlement Amount, and \$20,000 for litigation costs and expenses, is reasonable, in light of the
19 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
20 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
21 and litigation expense billing statement.

22 **Class Representative Service Payments**

23 12. The Agreement provides for Class Representative Service Payments of not more
24 than \$30,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
25 Representative Service Payments in the amount of \$30,000 each to the Plaintiffs is reasonable in
26 light of the risks and burdens undertaken by the Plaintiffs in this litigation, for their time and effort
27 in bringing and prosecuting this matter on behalf of the Class, and for their execution of a general
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1 release. In making this award, the Court has considered only the factors set forth in *Golba v.*
2 *Dick's Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251 and *Clark v. Am. Residential Servs.*
3 *LLC* (2009) 175 Cal.App.4th 785.

4 **Administration Expenses Payment**

5 13. The Administrator shall calculate and administer the payments to be made to the
6 Participating Class Members and Aggrieved Employees, transmit payment for attorneys' fees and
7 costs to Class Counsel, transmit the Class Representative Service Payments to the Plaintiffs,
8 distribute the PAGA Penalties, issue any required tax reporting forms, calculate withholdings and
9 perform the other remaining duties set forth in the Agreement. The Administrator has documented
10 \$34,658.89 in fees and expenses, and this amount is reasonable in light of the work performed by
11 the Administrator.

12 **PAGA Penalties**

13 14. The Agreement provides for PAGA Penalties in the amount of \$80,000 to be paid
14 out of the Gross Settlement Amount, which shall be allocated 75% (\$60,000) to the LWDA PAGA
15 Payment and 25% (\$20,000) to the Individual PAGA Payments to be distributed by (a) dividing
16 the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$20,000) by the total
17 number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA
18 Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.
19 "Aggrieved Employees" are all individuals who were employed by Defendant in California and
20 classified as a non-exempt employee at any time during the PAGA Period. The "PAGA Period" is
21 February 8, 2021 through July 27, 2023. The LWDA was notified of the settlement and served
22 with a copy of the Agreement, and the LWDA has not objected to the Settlement. The Court finds
23 this PAGA Penalties amount to be reasonable.

24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
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1 15. The Class is certified for the purposes of settlement only. The Class is hereby
2 defined as follows:

3 All individuals who were employed by Defendant in California and classified as a
4 non-exempt employee at any time during the Class Period.

5 The Class Period is February 8, 2018 through July 27, 2023.

6 16. All persons who meet the foregoing definition are members of the Class, except for
7 those individuals who filed a valid request for exclusion (“opt out”) from the Class: The twenty-
8 four individuals who requested exclusion are identified in Exhibit B to the Declaration of Nicole
9 Bench, filed in support of the motion for final approval.

10 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
11 best interest of the Class. The payment of the Individual Class Payments to the Participating Class
12 Members as set forth in the Agreement is approved.

13 18. Class Counsel are awarded attorneys' fees in the amount of \$1,333,333 and costs in
14 the amount of \$20,000. Class Counsel shall not seek or obtain any other compensation or
15 reimbursement from Defendant, Plaintiffs or members of the Class.

16 19. The payment of the Class Representative Service Payments in the amount of
17 \$30,000 to each of the Plaintiffs is approved.

18 20. The payment of \$34,658.89 to the Administrator for their fees and expenses is
19 approved.

20 21. The PAGA Penalties in the amount of \$80,000 is approved and shall be distributed
21 in accordance with the Agreement.

22 22. The Agreement and this Settlement are not an admission by Defendant, nor is this
23 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
24 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
25 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
26 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
27 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
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1 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
2 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
3 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
4 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
5 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
6 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
7 theory of claim or issue preclusion or similar defense as to the claims being released by the
8 Settlement.

9 23. Notice of entry of this Final Approval Order and Judgment shall be given to all
10 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
11 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
12 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
13 to individual Class Members.

14 24. If the Agreement does not become final and effective in accordance with the terms
15 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
16 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
17 revert to their respective positions as of before entering into the Agreement, and expressly reserve
18 their respective rights regarding the prosecution and defense of this Action, including all available
19 defenses and affirmative defenses, and arguments that any claim in the Action could not be
20 certified as a class action and/or managed as a representative action.

21
22 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

23 25. Except as set forth in the Agreement and this Final Approval Order and Judgment,
24 Plaintiffs, and all members of the Class, shall take nothing in the Action.

25 26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
26 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
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1 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
2 arising from or in connection with the distribution of settlement benefits.

3 27. The Parties are authorized, subject to Court approval, to agree to and to adopt such
4 amendments, modifications and expansions of the Agreement and all exhibits attached thereto
5 which are consistent with this Final Approval Order and Judgment and do not limit the rights of
6 the Parties or Class Members under the Agreement.

7 28. Each party shall bear its own attorneys' fees and costs, except as otherwise
8 provided in the Agreement and in this Final Approval Order and Judgment.

9 29. Effective on the date when Defendant fully funds the entire Gross Settlement
10 Amount and funds all employer payroll taxes, all Participating Class Members, on behalf of
11 themselves and their respective former and present representatives, agents, attorneys, heirs,
12 administrators, successors, and assigns, release Released Parties from the Released Class Claims.
13 The "Released Class Claims" are all claims that were alleged, or reasonably could have been
14 alleged, based on the facts stated in the Operative Complaint during the Class Period, including
15 failure to pay minimum wages, straight time compensation, overtime compensation, doubletime
16 compensation, and interest thereon; failure to timely pay regular and final wages; the calculation
17 of the regular rate of pay; wages lost from time rounding and timekeeping; non-compliant (e.g.,
18 missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal
19 periods; failure to authorize and permit rest periods; the calculation and payment of meal period
20 and rest period premiums; payment for all hours worked, including off-the-clock work and
21 uncompensated work time; wage statements and paystubs, including wage statements and
22 paystubs furnished or available in physical, electronic, or other forms; failure to pay sick pay
23 wages; failure to properly calculate sick pay wages; failure to keep accurate records; failure to
24 reimburse for all necessary business expenses; unfair business practices predicated on violations of
25 law alleged in the Operative Complaint; recordkeeping penalties, wage statement penalties,
26 minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties;
27 interest for claims for unpaid wages; and attorneys' fees and costs; claims under the California
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1 Labor Code including sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 223, 224, 226,
2 226.3, 226.7, 233, 246, 246.5, 248.5, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1194.3, 1197,
3 1197.1, 1198, and 2802); the Wage Orders of the California Industrial Welfare Commission; and
4 California Business and Professions Code section 17200, et seq. This release excludes the release
5 of claims not permitted by law. Upon entry of Judgment, Participating Class Members are
6 precluded from filing a wage and hour action under the Fair Labor Standards Act against the
7 Released Parties for claims and/or causes of action encompassed by the Released Class Claims,
8 which are extinguished and precluded pursuant to *Rangel v. PLS Check Cashers of California,*
9 *Inc.*, 899 F.3d 1106 (2018). Except as expressly set forth in this Agreement, Participating Class
10 Members do not release any other claims, including claims for vested benefits, wrongful
11 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
12 disability, social security, workers' compensation, or claims based on facts occurring outside the
13 Class Period.

14 30. Effective on the date when Defendant fully funds the entire Gross Settlement
15 Amount and funds all employer payroll taxes, all Aggrieved Employees and the LWDA are
16 deemed to release, on behalf of themselves and their respective former and present representatives,
17 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the
18 Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that
19 were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
20 Complaint and the PAGA Notice which occurred during the PAGA Period, including claims for
21 unpaid wages, including failure to pay minimum wages, straight time compensation, overtime
22 compensation, double-time compensation, and interest; the calculation of the regular rate of pay;
23 non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure
24 to provide meal periods; failure to authorize and permit rest periods; the calculation and payment
25 of meal period and rest period premiums; failure to reimburse for all necessary business expenses;
26 payment for all hours worked, including off-the-clock work and rounded time; wage statements;
27 failure to keep accurate records; unlawful deductions and/or withholdings from wages; failure to
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1 timely pay wages; and failure to timely pay final wages. The Released PAGA Claims include
2 claims for violation of the Wage Orders of the California Industrial Welfare Commission and the
3 following California Labor Code sections: 201, 202, 203, 204, 206, 210, 226, 226.7, 510, 512,
4 558, 1194, 1197, 1197.1, 1198, 2802, 2698 et seq., and 2699 et seq.). The Released PAGA Claims
5 do not include claims for wrongful termination, discrimination, unemployment insurance,
6 disability and worker's compensation, and claims outside of the PAGA Period. The release of the
7 Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an
8 Aggrieved Employee submitted a request for an exclusion from the Class.

9 31. Effective on the date when Defendant fully funds the entire Gross Settlement
10 Amount and funds all employer payroll taxes, Plaintiffs and their respective former and present
11 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
12 and discharge Released Parties from any and all claims, known and unknown, under federal, state
13 and/or local law, statute, ordinance, regulation, common law, or other source of law, including but
14 not limited to claims arising from or related to their employment with Defendant and their
15 compensation while employees of Defendant ("Plaintiffs' Release" or "Plaintiffs' Released
16 Claims"), as fully set forth in the Agreement.

17 32. The "Released Parties" collectively mean: Defendant and each of its past, present
18 and future agents, employees, servants, officers, directors, partners, trustees, representatives,
19 shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, divisions, assigns,
20 predecessors, successors, insurers, consultants, service providers, joint venturers, joint employers,
21 co-employers, dual employers, alleged joint employers, alleged co-employers, alleged dual
22 employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past,
23 present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries,
24 parents, subsidiaries, and assigns.

25 33. If a settlement check remains uncashed by the expiration date, the funds from such
26 uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the
27 name of the Participating Class Member and/or Aggrieved Employee.

1 34. Pursuant to CCP §384(b), Plaintiffs shall submit to the Court a final report on or
2 before August 13, 2025 setting forth the actual amounts paid to class members and other amounts
3 disbursed pursuant to the settlement. Upon receiving the report, the Court will determine whether
4 further reports and/or a hearing will be necessary.

5 35. THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS
6 OF THE AGREEMENT. PURSUANT TO CALIFORNIA RULE OF COURT 3.769, THE
7 COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS
8 ORDER AND THE AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
9 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS
10 ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

11
12 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

13
14 Dated: _____

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