

TN# 4488222

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE

FEB 03 2016 AM

ALAN CARLSON, Clerk of the Court  
*Alan Carlson*  
BY: A. PAGUNSAN, DEPUTY

1 Daniel S. Robinson, SBN 244245  
Wesley K. Polischuk, SBN 254121  
2 **ROBINSON CALCAGNIE ROBINSON**  
**SHAPIRO DAVIS, INC.**  
3 19 Corporate Plaza Drive  
Newport Beach, California 92660  
4 Telephone: (949) 720-1288  
Facsimile: (949) 720-1292  
5 drobinson@rcrsd.com  
wpolischuk@rcrsd.com

6 *Co-Lead Counsel for the Class*

7 Jeffrey H. Reeves, SBN 156648  
8 **GIBSON, DUNN & CRUTCHER LLP**  
3161 Michelson Drive  
9 Irvine, CA 92612-4412  
Telephone: (949) 451-3800  
10 Facsimile: (949) 451-4220  
jreeves@gibsondunn.com

11 *Defendants' Lead and Liaison Counsel*

12  
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 COUNTY OF ORANGE – CIVIL COMPLEX

15 Coordination Proceeding  
16 Special Title (Rule 3.550)

Judicial Council Coordinated  
Proceeding No. 4716

17 **ST. JOSEPH HEALTH SYSTEM MEDICAL**  
18 **INFORMATION CASES**

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

19 DEANNA DEBAEKE, DANNA  
GRAEWINGHOLT, JEANNIE HAMBRIC,  
20 LINDA KERKOW, LOBA MOON, and  
DESIREE ORTIZ, individually and on behalf of  
all others similarly situated,

**ORDER GRANTING FINAL APPROVAL OF**  
**CLASS ACTION SETTLEMENT AND**  
**JUDGMENT**

21 Plaintiffs,

22 vs.

23 ST. JOSEPH HEALTH SYSTEM, et al.,

24 Defendants.

25  
26 Before the Court is the Joint Motion for Final Approval of Class Action Settlement. Plaintiffs  
27 Deanna Debaeke, Danna Graewingholt, Jeannie Hambric, Linda Kerkow, and Desiree Ortiz  
28

1 (“Representative Plaintiffs”), individually and on behalf of the Participating Settlement Class  
2 Members<sup>1</sup>, by and through Daniel S. Robinson, Robinson Calcagnie Robinson Shapiro Davis, Inc., and  
3 Jeremiah Frei-Pearson, Finkelstein, Blankinship, Frei-Pearson & Garber, LLP (“Co-Lead Class  
4 Counsel”); and Defendants St. Joseph Health System, Mission Hospital Regional Medical Center, St.  
5 Jude Hospital, Queen of the Valley Medical Center, Santa Rosa Memorial Hospital, Petaluma Valley  
6 Hospital Auxiliary, The Auxiliary of Mission Hospital Laguna Beach, The Auxiliary of Mission  
7 Hospital Mission Viejo, Saint Joseph Hospital of Orange, Saint Joseph Hospital of Eureka and  
8 Redwood Memorial Hospital of Fortuna (collectively, “Defendants”), by and through Jeffrey H.  
9 Reeves, Gibson Dunn, LLP, Defendants’ Lead and Liaison Counsel, request that the Court enter an  
10 order:

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

13 (2) granting final approval of the Settlement Agreement;

14 (3) granting Representative Plaintiffs’ unopposed request for total incentive awards of  
15 \$50,000 to Representative Plaintiffs, distributed as follows:

16 a. \$15,000 to Plaintiff Danna Graewingholt;

17 b. \$8,750 to Plaintiff Jeannie Hambric

18 c. \$8,750 to Plaintiff Linda Kerkow

19 d. \$8,750 to Plaintiff Desiree Ortiz; and

20 e. \$8,750 to Plaintiff Deanna Debaeke;

21 Having reviewed and considered the Settlement Agreement and the Motion for Final Approval  
22 of Class Action Settlement (“Motion”), having considered all submissions and heard all arguments of  
23 counsel with respect to the Motion, and GOOD CAUSE APPEARING, the Court FINDS as follows:

24 1. Representative Plaintiffs and Defendants entered into a Settlement Agreement, dated  
25 September 10, 2015.

26 \_\_\_\_\_  
27 <sup>1</sup> “Participating Settlement Class Member” means any individual who (1) falls within the definition of the Class pursuant to  
28 the Court’s December 5, 2014 Order Granting Plaintiffs’ Motion for Class Certification, and (2) did not timely and validly  
exclude himself or herself from either (a) the Class prior to the Court’s Order Granting Preliminary Approval of the  
Settlement, or (b) from the Settlement after receiving notice of the settlement.

1           2.     On October 2, 2015, the Court entered an Order of Preliminary Approval (“Preliminary  
2 Approval Order”) that, among other things:

- 3           a.     preliminarily approved the settlement terms set forth in the Settlement Agreement as  
4                 fair, reasonable, and adequate, and the product of investigation, litigation, and arm’s-  
5                 length negotiation (subject to final consideration at the Final Approval Hearing);
- 6           b.     appointed Kurtzman Carson Consultants (“KCC”), the Settlement Administrator  
7                 selected and agreed to by the Settling Parties, as the Settlement Administrator;
- 8           c.     approved the claims, opt-out, and objection procedures provided for by the Settlement  
9                 Agreement;
- 10          d.     ordered that the Notice of Settlement (attached to the Preliminary Approval Order) be  
11                 implemented by KCC, and sent out to the Settlement Class Members<sup>2</sup> within twenty (20)  
12                 days of entry of the Preliminary Approval Order;
- 13          e.     directed Co-Lead Class Counsel, within ten (10) days of entry of the Order Granting  
14                 Preliminary Approval, to furnish the Settlement Administrator with a list containing the  
15                 names, last known addresses, and telephone numbers of all Settlement Class Members,  
16                 pursuant to a HIPAA Business Associate Agreement between Co-Lead Class Counsel  
17                 and the Settlement Administrator to maintain confidentiality; and
- 18          f.     ordered a Final Approval Hearing before this Court on February 3, 2015 at 1:30 p.m., in  
19                 Department CX104 of the Superior Court of California, County of Orange, Civil  
20                 Complex Center.

21           3.     The Notice of Settlement ordered by the Court in its Preliminary Approval Order has  
22                 been provided to the Settlement Class, as attested to in the declaration of Jay Geraci, filed with the  
23                 Court on January 11, 2016.

24           4.     Co-Lead Class Counsel has provided the Court with declarations, and oral and written  
25                 evidence explaining to the Court the nature and magnitude of the claims in question, the defenses to

26 \_\_\_\_\_  
27 <sup>2</sup> “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 those claims, the nature of the investigation that had been conducted to determine the number of class  
2 members, the specific information obtained through ample discovery and independent research by Co-  
3 Lead Class Counsel that may affect the Plaintiff's claims, the factors that were considered in  
4 discounting the potential recovery for purposes of settlement, and the basis for concluding that the  
5 consideration being paid for the release of those claims represents a reasonable compromise.

6 5. On February 3, 2015, a hearing was held on whether the settlement terms set forth in the  
7 Settlement Agreement were fair, reasonable, adequate, in the best interests of the Settlement Class,  
8 such hearing date being a due and appropriate number of days after such notice to the Settlement Class  
9 and the requisite number of days after such governmental notice.

10 6. The Court has given considerable weight to the competency and integrity of counsel and  
11 the involvement of neutral mediators in assuring the Court that the settlement represents an arm's length  
12 transaction entered without self-dealing or other potential misconduct.

13 7. The Court has an understanding of the amount that is in controversy and the realistic  
14 range of outcomes of the litigation, and is independently satisfied that the consideration being received  
15 for the release of the Class Members' claims is reasonable in light of the strengths and weaknesses of  
16 the claims and the risks of the particular litigation, and that the settlement was not collusive.

17 NOW THEREFORE, having reviewed and considered the submissions presented with respect  
18 to the terms set forth in the Settlement Agreement and the record in these proceedings, having heard  
19 and considered the evidence presented by the parties and the arguments of counsel, having determined  
20 that the terms set forth in the Settlement Agreement are fair, reasonable, adequate, and in the best  
21 interests of the Settlement Class, and GOOD CAUSE APPEARING THEREFORE, IT IS HEREBY  
22 ORDERED AND ADJUDGED as follows:

23 1. The Court hereby incorporates by reference all definitions set forth in the Settlement  
24 Agreement, as if those terms were defined herein, except where otherwise defined.

25 2. This Court has jurisdiction over the subject matter of the Action and over all Parties to  
26 the Action, including all members of the Settlement Class.

27 3. The form, content, and method of dissemination of the Notice of Settlement given to the  
28 Settlement Class were adequate and reasonable, and constituted the best notice practicable under the

1 circumstances. The notice, as given, provided valid, due, and sufficient notice of the proposed  
2 settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all  
3 Persons entitled to such notice, and said notice fully satisfied the requirements of California Rules of  
4 Court, Rule 3.766(e) and (f), and due process.

5 4. Pursuant to this Court's Preliminary Approval Order, for the purposes of settling the  
6 Released Claims against Defendants in accordance with the Settlement Agreement, the following  
7 Persons are "Participating Settlement Class Members" for purposes of the Order:

8 *All Persons who (1) fall within the definition of the Class pursuant to this*  
9 *Court's December 5, 2014 Order Granting Plaintiffs' Motion for Class*  
10 *Certification, who (2) did not timely and validly exclude himself or herself*  
11 *from either (a) the Class prior to this Court's Order Granting Preliminary*  
12 *Approval of the settlement, or (b) from the settlement after receiving*  
13 *notice of this settlement.*

14 5. Excluded from the Participating Settlement Class Members are those Persons identified  
15 in Exhibit 1, attached hereto, who submitted timely and valid requests for exclusion from the settlement  
16 ("Settlement Opt-Outs"). Settlement Opt-Outs shall neither share in the distribution of the Settlement  
17 Fund nor receive any benefits of the terms of the Settlement Agreement, and shall not be bound by this  
18 Judgment Order.

19 6. The Representative Plaintiffs fairly and adequately represented the interests of all Class  
20 Members in connection with the settlement terms set forth in the Settlement Agreement. Class Counsel  
21 fairly and reasonably represented the interests of all Class Members in connection with the settlement  
22 terms set forth in the Settlement Agreement.

23 7. The Class' response to the Settlement has been excellent as no Class Members objected  
24 to the Settlement and only 6 Class Members (approximately 0.02% of the Class) opted out of the  
25 Settlement.

26 8. Having considered the Settlement Agreement, and all factors set forth above, the  
27 Settlement Agreement is in all respects, fair, adequate, reasonable, proper, and in the best interests of  
28 the Settlement Class, and is hereby approved.

1           9.       Upon entry of this Order, compensation to the Participating Settlement Class Members  
2 shall be effected pursuant to the terms of the Settlement Agreement.

3           10.       The Court approves the proposed cy pres recipient, the Public Law Center in Orange  
4 County, California (601 Civic Center Drive West, Santa Ana, CA 92701-4002), with the directive that  
5 the funds allocated to the cy pres recipient in the Settlement Agreement be used for the provision of  
6 services to victims of identity theft and fraud-related crimes.

7           11.       Representative Plaintiffs, Defendants, and the Participating Settlement Class Members  
8 shall consummate the settlement according to the terms of the Settlement Agreement. The Settlement  
9 Agreement, including each and every term and provision thereof, shall be deemed incorporated herein  
10 as if explicitly set forth in this Order and shall have the full force and effect of an order of this Court,  
11 except as may be otherwise explicitly stated by this Order.

12           12.       Each Released Claim of each Participating Settlement Class Member is hereby  
13 extinguished as against the Released Persons. Representative Plaintiffs and each Participating  
14 Settlement Class Member shall be deemed conclusively to have compromised, settled, discharged, and  
15 released the Released Claims against Defendants upon the terms and conditions provided in the  
16 Settlement Agreement. Participating Settlement Class Members are deemed to have released and  
17 forever discharged Defendants from any and all of Plaintiffs' Released Claims, except for enforcement  
18 of the Settlement Agreement. The Released Claims include any and all Claims (including, without  
19 limitation, any causes of action under the Confidentiality of Medical Information Act, California Civil  
20 Code § 56, *et seq.*; the California Unfair Competition Law, California Civil Code § 17200, *et seq.*; and  
21 negligence) for damages, costs, losses of services, expenses and compensation of any nature  
22 whatsoever, whether based on tort, contract or other theory of recovery which Participating Settlement  
23 Class Members and Class Representatives (along with all of their current and former spouses, heirs,  
24 guardians, executors, administrators, representatives, agents, attorneys, partners, successors,  
25 predecessors-in-interest, and assigns) now have or which may have or which may hereafter accrue or  
26 otherwise be acquired on account of, or which in any way relate to, grow out of, or are or could have  
27 been the subject of the Litigation, the litigation-related investigations conducted by Named Plaintiffs  
28

1 and Defendants and their agents and counsel, or any other allegations, facts, or circumstances described  
2 in the Litigation.

3 13. Defendants are deemed to have fully, finally, and forever released, relinquished, and  
4 discharged the Representative Plaintiffs, the Participating Settlement Class Members, Co-Lead Class  
5 Counsel, and all other Plaintiffs' Counsel who have consented to and joined in the settlement, from all  
6 claims based upon or arising out of the institution, prosecution, assertion, settlement or resolution of the  
7 Litigation or the Released Claims, except as set forth in the Settlement Agreement.

8 14. Having reviewed and considered all petitions and arguments raised by counsel for  
9 Representative Plaintiffs' incentive awards separate and apart from the other terms of the Settlement  
10 Agreement, and in recognition of the Representative Plaintiffs' efforts on behalf of the Settlement  
11 Class, the Court hereby approves Representative Plaintiffs' unopposed request for the payment of  
12 incentive awards to Class Representatives in the total of \$50,000, in addition to any recovery that  
13 Plaintiffs may receive under the settlement, distributed as follows:

- 14 a. \$15,000 to Plaintiff Danna Graewingholt;
- 15 b. \$8,750 to Plaintiff Jeannie Hambric;
- 16 c. \$8,750 to Plaintiff Linda Kerkow;
- 17 d. \$8,750 to Plaintiff Desiree Ortiz; and
- 18 e. \$8,750 to Plaintiff Deanna DeBaeke.

19 15. Having considered all petitions and arguments submitted and raised by Co-Lead Class  
20 Counsel for attorneys' fees, costs, and expenses separate and apart from other terms of the Settlement  
21 Agreement, the Court approves Representative Plaintiffs' unopposed request for the payment of  
22 attorneys' fees and costs to Co-Lead Class Counsel in the sum of \$7,450,000.

23 16. This "Judgment" is intended to be a final disposition of the above captioned action in its  
24 entirety and is intended to be immediately appealable.

25 17. Notwithstanding the foregoing, this Court shall retain jurisdiction with respect to all  
26 matters related to the administration and consummation of the settlement, and any and all claims,  
27  
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1 asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all  
2 matters related to the settlement and the determination of all controversies relating thereto.

3 18. In the event the Effective Date<sup>3</sup> does not occur, this Judgment Order shall be rendered  
4 null and void and shall be vacated and, in such event, as provided in the Settlement Agreement, this  
5 Judgment and all orders entered in connection herewith shall be vacated and null and void.

6 **Date Judge Signed: February 03, 2016**



8 Honorable Kim G. Dunning  
9 Superior Court Judge

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24 <sup>3</sup> As defined in paragraph 9.1 of the Settlement Agreement, the "Effective Date" of the Settlement shall be the date on which  
25 the Final Approval Order has been entered by the Court and has become Final. "Final" means (a) if no objection is raised to  
26 the proposed settlement at the Final Approval Hearing, the date on which the Final Approval Order is entered; or (b) if any  
27 objections are raised to the proposed Settlement at the Final Approval Hearing, the latest of (i) the expiration date of the  
28 time for the filing or notice of any appeal from the Final Approval Order, (ii) the date of final affirmance of any appeal of  
the Final Approval Order, (iii) the expiration of the time for, or the denial of, a petition for writ of certiorari to review the  
Final Approval Order and, if the certiorari is granted, the date of final affirmance of the Final Approval Order following  
review pursuant to that grant, or (iv) the date of final dismissal of any appeal from the Final Approval Order or the final  
dismissal of any proceeding on certiorari to review the Final Approval Order and Judgment.