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10 *Attorneys for Plaintiff Leah Chapin and*
11 *the Proposed Class*

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF VENTURA**

14 LEAH CHAPIN individually, and on behalf of all
15 others similarly situated,
16
17 **Plaintiffs,**
18
19 v.
20 **LOS ROBLES HOSPITAL & MEDICAL**
21 **CENTER, a California corporation, and DOBS 1-**
22 **100, Inclusive,**

23 **Defendants.**

Case No.: 56-2014-00454001-CU-NP-VTA

Hon. Tari Cody, Dept. 20

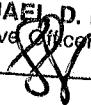
**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Reservation No.: 2121275
Date: January 7, 2016
Time: 8:30 a.m.
Dept: 43 (Hon. Kevin G. DeNoce)

Action Filed: June 10, 2014

VENTURA
SUPERIOR COURT
FILED

JAN 07 2016

MICHAEL D. PLANET
Executive Officer and Clerk
BY: , Deputy

RECEIVED
VENTURA SUPERIOR COURT

JAN - 5 2016



1 In August 2015, Plaintiff Leah Chapin ("Plaintiff"), individually and on behalf of the proposed
2 Class, and Defendant Los Robles Regional Medical Center (collectively "Defendant") entered into a
3 class action settlement, the terms and conditions of which are set forth in the parties' Class Action
4 Settlement and Release Agreement Between Plaintiffs and Defendant for Settlement Purposes Only
5 (the "Settlement Agreement"), which is attached as Exhibit A to the Declaration of Joshua H. Haffner,
6 filed on December 1, 2015. Unless otherwise provided in this Order, all capitalized terms shall have
7 the same meaning as set forth in the Settlement Agreement.

8 A preliminary hearing was held before this Court on November 10, 2015, for the purpose of,
9 among other things, determining whether the terms of the proposed settlement are within the range of
10 possible approval at the final approval hearing. The Court, having reviewed the papers and documents
11 presented, having heard the statements of counsel, and having considered the matter, hereby makes the
12 following findings and rulings.

13 **IT IS HEREBY ORDERED:**

14 1. The Court GRANTS preliminary approval of the terms and conditions
15 contained in the Settlement Agreement. The Court finds that the terms of the Settlement Agreement
16 are within the range of possible approval at the final approval hearing.

17 2. The Court FINDS that the following class should be preliminarily certified for
18 settlement purposes only: *"All patients of Los Robles Regional Medical Center whose confidential*
19 *medical information may have been stolen or improperly accessed by an unauthorized person(s) in*
20 *connection with the transport of such patients' medical records from Los Robles to Los Robles'*
21 *business office by outside courier service in late February and/or early March 2014, as discovered by*
22 *Los Robles on or about March 6, 2014."*

23 3. The Court APPROVES Garden City Group as Settlement Administrator for the
24 purpose of this settlement. Garden City Group is required to submit admissible evidence to support its
25 request for payment in connection with the final Fairness Hearing.

26 4. The Court APPOINTS as Class Counsel Brian S. Kabateck, Joshua H. Haffner,
27 and Hrag Kouyoumjian of Kabateck Brown Kellner LLP and Bradley I. Kramer of The Trial Offices
28 of Bradley I. Kramer.

1 5. The Court APPROVES Leah Chapin as the Class Representative. The Class
2 Representative is required to submit admissible evidence to support her request for an incentive
3 payment in connection with the final Fairness Hearing.

4 6. The Court APPROVES the class Notice in the form attached hereto as Exhibit
5 1. The Court finds that the Notice constitutes the best notice practicable under the circumstances and
6 is in full compliance with the laws of the State of California and the requirements of due process. The
7 Court further finds that the Notice fully and accurately inform Class Members of all material elements
8 of the Settlement Agreement, of each Class Member's right to be excluded from the settlement, and of
9 each Class Member's right and opportunity to object to the settlement.

10 7. The Court APPROVES the proposed procedure for the Class Members to
11 submit a request for exclusion from the settlement. Any Class Member requesting exclusion from the
12 settlement must mail a signed request for exclusion to the Settlement Administrator so that it is
13 postmarked no later than 60 calendar days after the date on which the Notice is first mailed. Any
14 Class Member who submits a valid and timely request for exclusion shall no longer be a member of
15 the Class, shall be barred from participating in this settlement and shall receive no benefit from this
16 settlement.

17 8. The Court further ORDERS that, as provided for in the Settlement Agreement,
18 each Class Member shall be given a full opportunity to object to the settlement, the plan of
19 distribution, and the requests for attorneys' fees, costs and the Named Plaintiff's enhancement award.
20 As explained in the Notice, any Class Member seeking to object to the settlement shall file with the
21 Court and postmark and mail to the Settlement Administrator a writing containing a clear and specific
22 statement of the objection, as well as the specific reason(s), if any, for each objection, including any
23 legal support the Class Member wishes to bring to the Court's attention and any evidence the Class
24 Member wishes to introduce in support of the objection. Any member of the Settlement Class who is
25 not an Opt Out may file and serve a written objection either on his or her own or through an attorney
26 hired at his or her own expense. Any member of the Settlement Class who is not an Opt Out intending
27 to make an appearance at the final Fairness Hearing must: (a) file a notice of appearance with the
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1 Court no later than 3/1/16, and (b) mail a copy of the notice of appearance postmarked by
2 3/1/16 to the Settlement Administrator.

3 9. The final Fairness Hearing is scheduled for 3/10/16 at 8:30a.m. in
4 Department 43 of this Court. The date and time selected for the hearing must appear in the Class
5 Notice. If the motion for final approval of the settlement will be unopposed, the motion and all
6 supporting papers may be filed within 10 calendar days of the final Fairness Hearing. The final
7 Fairness Hearing may be adjourned or continued without further notice to the Class.

8 IT IS SO ORDERED.

9
10 Dated: JAN 07 2016


KEVIN G. DENOCE

HON. KEVIN G. DENOCE
JUDGE OF THE SUPERIOR COURT

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12
13
14 Respectfully submitted,

15 Dated: 1/24/15

KABATECK BROWN KELLNER LLP

16
17 By: 
18 Joshua L. Hayther
19 Attorneys for Plaintiff Leah Chaplin and those similarly
situated

20
21 Dated: 11/24/2015

THEODORA ORINGHER PC

22
23 By: 
24 Suzanne Cate Jones
25 Attorneys for Defendant Los Robles Regional Medical Center
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PROOF OF SERVICE

Case No.: 56-2014-00545001-CU-NP-VTA

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 644 S. Figueroa Street, Los Angeles, California 90017.

On January 5, 2016, I served the foregoing document described as:

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

on the interested parties in the action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

DEPENDANT	
Suzanne C. Jones THEODORA ORINGHER PC 535 Anton Boulevard, Ninth Floor Costa Mesa, CA 2626-7109	Attorneys for: Los Robles Hospital & Medical Center Telephone: (714) 549-6200 Facsimile: (714) 549-6201

BY E-MAIL, I transmitted a true copy of said document(s) by e-mail, and no error was reported.

MAIL I am familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepared at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

BY FAX I transmitted a true copy of said document(s) by facsimile machine, and no error was reported. Said fax transmission(s) were directed as indicated on the service list.

BY PERSONAL SERVICE: I caused such envelope(s) to be delivered by hand to the above addressee(s).

[STATE] I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 5, 2016, at Los Angeles, California.


MAISHA MCCRAY