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

15 LEAH CHAPIN, individually, and on behalf
of all others similarly situated,

16 Plaintiffs,

17 vs.

18 LOS ROBLES HOSPITAL AND MEDICAL
19 CENTER, a California corporation, and DOES
1-100, Inclusive,

20 Defendants.

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

Honorable Kevin G. DeNoce

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: May 20, 2016

Dept: 43

Time: 8:20 a.m.

23 This matter having come before the Court on May 20, 2016 for a scheduled Final Approval
24 Hearing and entry of an Order Granting Final Approval of Class Action Settlement ("Final Order")
25 and Judgment consistent with the Court's January 7, 2016 Preliminary Approval Order, and as set
26 forth in the Parties' Class Action Settlement Agreement and Stipulation ("Settlement" and/or
27 "Settlement Agreement") and due and adequate notice having been given to Class Members as
28

VENTURA
SUPERIOR COURT
FILED

JUN 06 2016

MICHAEL D. PLANET
Executive Officer and Clerk

BY: _____ Deputy

S. Legere

1 required by the Preliminary Approval Order, and the Court having considered all papers filed and
2 proceedings herein, and having received no objections to approval of the Settlement, and
3 determining that the Settlement is fair, adequate and reasonable, and otherwise being fully
4 informed and good cause appearing therefore, it is hereby ORDERED, ADJUDGED AND
5 DECREED AS FOLLOWS:

6 This Final Order incorporates the Settlement Agreement. Unless otherwise provided
7 herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement
8 Agreement. For purposes of this Final Order and the accompanying Judgment, the term
9 "Defendant" shall include the released parties..

10 Consistent with the definitions provided in the Settlement Agreement, the Plaintiff Class
11 consists of all patients of Los Robles Regional Medical Center whose confidential medical
12 information may have been stolen or improperly accessed by an unauthorized person(s) in
13 connection with the transport of such patients' medical records from Los Robles to Los Robles'
14 business office by outside courier service in late February and/or early March 2014, as discovered
15 by Los Robles on or about March 6, 2016, and who have chosen to participate in the settlement.

16 Because adequate notice has been disseminated as evidenced by the declaration submitted
17 by Robert Jindra of Garden City Group, LLC, and all potential Class Members have been given an
18 opportunity to opt out of this action, the Court has jurisdiction over the subject matter of this
19 proceeding and over all Parties to this proceeding, including all Class Members. In addition, the
20 Court has personal jurisdiction over all Class Members with respect to the action and the
21 Settlement.

22 Distribution of the Notice of Settlement, Claim Form and Opt Out Form directed to the
23 Class Members, as set forth in the Class Action Settlement Agreement, has been completed in
24 conformity with the Preliminary Approval Order as outlined in section VI of the Settlement
25 Agreement, including the use of direct mail notice. The Class Notice provided due and adequate
26 notice of the proceedings and of the matters set forth in the Preliminary Approval Order, including
27 the proposed Settlement as set forth in the Settlement Agreement and fully satisfied the
28 requirements of California law, the California and United States Constitutions (including the Due

1 Process Clause), and any other applicable law. The Class Notice also provided due and adequate
2 notice to Class Members of their right to exclude themselves from the Settlement, as well as their
3 right to object to any aspect of the proposed Settlement.

4 The Court hereby finds the Settlement was entered into in good faith and further finds that
5 the Settlement is fair, reasonable, and adequate, and in the best interests of each of the Parties and
6 the Plaintiff Class Members. Representative Plaintiff has satisfied the standards and applicable
7 requirements for final approval of this class action Settlement under California law, including the
8 provisions of California Code of Civil Procedure Section 382 and Federal Rule of Civil Procedure
9 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800,
10 821 (1971).

11 The Court hereby approves the Settlement as set forth in the Settlement Agreement and
12 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
13 effectuate the Settlement according to the terms outlined in the Settlement Agreement. The Court
14 finds that the Settlement has been reached as a result of intensive, serious, and non-collusive arms-
15 length negotiations, including mediation. In granting final approval of the Settlement, the Court
16 considered the nature of the claims, the amounts and kinds of benefits paid in settlement, the
17 allocation of settlement proceeds among the Class Members, and the fact that a settlement
18 represents a compromise of the Parties' respective positions rather than the result of a finding of
19 liability at trial. Additionally, the Court finds that the terms of the Settlement Agreement had no
20 obvious deficiencies and did not improperly grant preferential treatment to any individual Class
21 Member. Accordingly, the Court finds that the Settlement Agreement was entered into in good
22 faith. The Court also finds that the Settlement Class is properly certified for settlement purposes.

23 As of the date of this Final Order, the Representative Plaintiff and all Settlement Class
24 Members shall be bound by the releases set forth in the Settlement Agreement, regardless of
25 whether such persons received any compensation and/or benefit under the Settlement. Except as to
26 such rights or claims that may be created by the Settlement, all Class Members as of the date of
27 this Final Order who did not timely opt-out are hereby forever barred and enjoined from
28 prosecuting or seeking to reopen the Settled Claims, and any other claims released by the

1 Settlement Agreement, against the released parties.

2 The Court hereby confirms the law firm of Kabateck Brown Kellner LLP and Biklaw Trial
3 Attorneys as Class Counsel, and finds that Class Counsel has adequately represented the Plaintiff
4 Class for purposes of entering into and implementing the Settlement.

5 The Court hereby finds the Settlement Proceeds provided for under the Settlement are fair
6 and reasonable. Defendants are required to make all payments and/or take all actions necessary to
7 support the disbursement of the settlement proceeds in accordance with the terms of the Settlement
8 Agreement.

9 1. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence,
10 and argument set forth in Class Counsel's application, the Court hereby finds that an award of
11 combined attorneys' fees and costs in the amount of \$90,000.00 as final payment for and complete
12 satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel is
13 hereby granted.

14 2. The Court finds that Class Counsel's request falls within the range of
15 reasonableness and that the result achieved justifies the award. The payment of fees and costs to
16 Class Counsel shall be made by Defendants in accordance with the terms of the Settlement
17 Agreement.

18 3. The Court further provides that all costs of administration as provided for in the
19 Settlement Agreement be effectuated by Defendants to all third parties that administered the
20 various forms of Class Notice in accordance with the terms of the Settlement Agreement.

21 4. The Court also hereby approves the payment of a total sum of \$1,000 to be paid by
22 Defendant to Representative Plaintiff Leah Chapin, to compensate her for her participation as class
23 representative. The payment authorized by this paragraph shall be made in accordance with the
24 terms of the Settlement Agreement.

25 5. The Court approves and orders the disbursements of the Settlement benefits be
26 made and administered to the Class Members who have submitted valid and timely Claim Forms
27 in accordance with the terms of the Settlement Agreement. In addition, Settlement Class
28 Members in Eligible Claimant Group A and Eligible Claimant Group B whose mailed notice was

1 not returned as “undeliverable” and who did not opt-out of the settlement – but nonetheless failed
2 to timely submit a Valid Claim – also shall be paid his or her *pro rata* share of the Payout Fund
3 monies allocated to each Eligible Claimant within that Payment Fund Category, if he or she
4 submits a Valid Claim within three (3) years of the entry of this Order. Any provisions in the
5 Settlement Agreement contrary to this additional instruction are hereby superseded.

6 6. Section 3.3.3 of the Settlement Agreement (which describes the formula for
7 calculating payouts) is hereby amended to conform to the above requirement set forth in paragraph
8 5 above. To the extent that the Settlement Class Member submits a Valid Claim to the Settlement
9 Administrator at any time before, and within three (3) years after the entry of this Order, all such
10 Settlement Class Members who did not ‘opt-out’ and whose notice was not returned as
11 “undeliverable” will receive their *pro rata* share and thus are included in *pro rata* calculations for
12 the Payout Fund payout. Accordingly, the last sentence in Section 3.3.3 of the Settlement
13 Agreement shall now read as follows: “The Payout Fund monies allocated to each Eligible
14 Claimant within that Payment Fund Category shall be paid to the Eligible Claimants on a *pro rata*
15 *basis* within the Payout Fund Category, based on the number of Settlement Class Members within
16 that Eligible Claimant Group whose notices were not returned as ‘undeliverable,’ and who did not
17 opt-out.”

18 7. For all Settlement Class Members who have not submitted a Valid Claim as of the
19 date this Order is entered, the as-yet unclaimed payout funds to which they will be entitled upon
20 the submission of a Valid Claim within three (3) years of the entry of this Order will be
21 maintained by the Settlement Administrator in an interest bearing account for three (3) years and
22 one (1) day after the entry of this Order.

23 8. The Settlement benefits authorized by paragraphs 5 through 7 above shall be made
24 in accordance with the terms of the Settlement Agreement, unless explicitly stated therein to be
25 made in a different manner.

26 Paragraphs 1 through 5 of this Final Order cover all Settlement Payments, claims for
27 attorneys' fees and expenses, costs and/or disbursements incurred by Class Counsel or any other
28 counsel representing Plaintiff or other Class Members, or incurred by Plaintiff or the Class

1 Members, or any of them, in connection with or related in any manner to this action, the
2 Settlement, the administration of the Settlement, and the Released Claims.

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4 If the Settlement does not become final and effective in accordance with the terms of the
5 Settlement, then this Final Order and all orders entered in connection herewith, including the
6 accompanying Judgment, shall be rendered null and void and shall be vacated.


7 Without affecting the finality of the Settlement or accompanying Judgment, this Court
8 shall retain exclusive and continuing jurisdiction over the Parties, including all Class Members,
9 relating to this action and the administration, consummation, enforcement and interpretation of the
10 Settlement Agreement, this Final Order, the Final Judgment, and for any other necessary purpose.

11 There is no reason to delay the enforcement of this Order and the accompanying Judgment.

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IT IS SO ORDERED.

DATED: 5/31, 2016



Honorable Kevin G. DeNoce