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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

Wendell G. Moen, Jay Davis, Donna Ventura, Robert
Becker, Gregory M. Bianchini, Geores Buttner, Alan
Hindmarsh, Cal Wood and Sharon Wood, on behalf of
Themselves and Others Similarly Situated,
Petitioners,

v.

Regents of University of California, and Does, 1 through
99, inclusive,
Respondents. /

No. RG 10530492

Assigned For All Purposes to

Judge: Hon. Winifred Y. Smith
Dept.: 21

**[PROPOSED] ORDER
GRANTING PRELIMINARY
APPROVAL OF STIPULATION
OF CLASS ACTION
SETTLEMENT AND RELEASE**

1 This matter came before the Court on Petitioners' Notice of Motion and Motion for Preliminary
2 Approval of Stipulation of Class Action Settlement and Release on December 20, 2019 at 10:00 a.m., in
3 Department 21 of the Superior Court of California, County of Alameda. The Parties have entered into a
4 Stipulation of Class Action Settlement on or about December 11, 2019 (the "Settlement Agreement")
5 which has been filed with the Court and which, if approved, would resolve the above-captioned class
6 action lawsuit (the "Action" or the "Class Action Lawsuit"). Upon review and consideration of the
7 motion papers and the Settlement Agreement and all exhibits thereto, including the proposed Notice of
8 Settlement to the Class, the Court finds that there is sufficient basis for (1) granting preliminary approval
9 of the Settlement Agreement; (2) granting approval and ordering the proposed Notice of Settlement to be
10 sent to the Class; (3) appointing a Settlement Administrator to conduct the duties assigned to that position
11 in the Settlement Agreement; and (4) setting a schedule for the final approval process, including setting a
12 hearing date (the "Fairness Hearing") at which time the Court will consider: (a) whether to grant Final
13 Approval of the Settlement Agreement; and (b) Class Counsels' Application for Attorney's Fees and
14 Costs.

15 The Court hereby FINDS, CONCLUDES, and ORDERS as follows:

16 1. Petitioners Wendell G. Moen, Jay Davis, Donna Ventura, Gregory M. Bianchini, Alan
17 Hindmarsh, Calvin D. Wood and Sharon Wood ("Petitioners" or "Class Representatives") and The
18 Regents of the University of California ("Respondent" or "The Regents") through their counsel of record
19 in this Action, have reached an agreement to settle all claims in the Class Action Lawsuit.

20 2. The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and
21 attachments thereto, as well as the supporting declarations in support of the motion for preliminary
22 approval describing investigation into the claims and defenses in this matter, the information exchanges
23 by the parties, the past proceedings, and the settlement process. The Court finds that the proposed
24 Settlement Agreement is the product of informed, non-collusive, and arm's-length negotiations. Based
25 on the papers submitted, the Court finds that the proposed Settlement Agreement to be within the range
26 of possible approval as fair, reasonable, and adequate, such that notice should be given to the Class.

1 Subsequently, the Court required that the class definition be modified to include an end date for the class
2 period, limiting the class to retirees whose retirement date was effective prior to October 1, 2007. To
3 address this issue, and the fact that the transfer to the LLNS Health and Welfare Benefit Plan for Retirees
4 (“LLNS Plan”) did not occur until the end of November 2007, the Court on December 3, 2014 approved
5 a form of notice to the Class Members that contained a modified class definition, as follows:

6 All University of California Retirees who worked at Lawrence Livermore National
7 Laboratory (LLNL), who were eligible for University of California-sponsored group
8 health plan coverage when they retired, and who retired prior to October 1, 2007 and
9 received University-sponsored group health plan coverage after retiring until November
10 30, 2007 in connection with transfer of LLNL’s management to Lawrence Livermore
11 National Security (LLNS), *and*

12 Spouses, surviving spouses, or dependents, who were eligible for University-sponsored
13 group health plan coverage as a consequence of a University of California employee's
14 retirement after working at LLNL, or death while working at Lawrence LLNL, and who
15 received University-sponsored group health plan coverage until November 30, 2007 in
16 connection with transfer of LLNL’s management to Lawrence Livermore National
17 Security (LLNS).

18 (12/2/2014 Renewed Ex Parte Application for Approval of Notice of Pendency of Class Action and
19 Petitioners’ Statement regarding Class Notice, Ex. A; *see also* 12/3/2014 Application Re: Other Ex Parte
20 Granted). This class definition was incorporated into the notice ordered by the Court and mailed on or
21 about January 21, 2015. When a second round of notice was provided to additional Class Members in
22 2017, the Court approved a form of notice containing the same class definition that was used in the prior
23 notice (with a typo corrected). (*See* 5/25/2017 Order re Supplementary Notice of Class Action and
24 Petitioners’ Statement re Class Notice in Support Thereof; *see also* 5/24/2017 Stipulation re Notice to
25 Updated Class List, Ex. A; *see also* 2/22/2017 Order, Motion Granted at 1 (describing Court’s earlier
26 modification of the class definition in 2014).

27 4. The Class is provisionally certified for Settlement purposes, pursuant to section
28 382 of the California Code of Civil Procedure, using the same class definition ordered by the
Court on December 3, 2014 and May 25, 2017. Specifically, for Settlement purposes, the
litigation may be maintained on behalf of a Class defined as follows:

1 All University of California Retirees who worked at Lawrence Livermore National
2 Laboratory (LLNL), who were eligible for University of California-sponsored group
3 health plan coverage when they retired, and who retired prior to October 1, 2007 and
4 received University-sponsored group health plan coverage after retiring until November
5 30, 2007 in connection with transfer of LLNL's management to Lawrence Livermore
6 National Security (LLNS), and

7 Spouses, surviving spouses, or dependents, who were eligible for University-sponsored
8 group health plan coverage as a consequence of a University of California employee's
9 retirement after working at LLNL, or death while working at LLNL, and who received
10 University-sponsored group health plan coverage until November 30, 2007 in connection
11 with transfer of LLNL's management to LLNS.

12 Excluded from the Class are any persons who timely and properly opted out of the class following notice
13 ordered by the Court and mailed on or about January 21, 2015, and on or about August 4, 2017.

14 5. Petitioners Wendell G. Moen, Jay Davis, Donna Ventura, Gregory M. Bianchini, Alan
15 Hindmarsh, Calvin Wood and Sharon Wood, who were previously appointed as the Class
16 Representatives, shall remain in those positions for Settlement purposes.

17 6. The Settlement Administrator selected and agreed to by the Parties, Archer Systems, LLC,
18 is approved as the Settlement Administrator.

19 7. The Court hereby approves the form of Notice of Settlement, which is attached to this
20 Order as Exhibit A.

21 8. The Notice of Settlement, and the rights of Class Members to object to the terms of the
22 Settlement Agreement, shall be given by mailing the Notice of Settlement by first class, postage prepaid,
23 to all Class Members pursuant to the applicable provisions in the Settlement Agreement. The Parties
24 shall provide the Settlement Administrator with the information necessary to conduct this mailing as set
25 forth in the Settlement Agreement.

26 9. The Court finds that the notice to the Class Members regarding settlement of this Action,
27 including the method of dissemination to the Class Members in accordance with the terms of this Order
28 constitute the best notice practicable under the circumstances and constitute valid, due and sufficient
notice to all Class Members, complying fully with the requirements of California Code of Civil

1 Procedure § 382 and California Rule of Court, Rule 3.766, the California and United States Constitutions,
2 and any other applicable law.

3 10. Written objections by Class Members to the proposed Settlement Agreement will be
4 considered if received by the Settlement Administrator in writing no later than forty-five (45) days after
5 the date of the initial mailing of the Notice of Class Settlement by the Settlement Administrator;

6 a. At the final approval hearing, Class Members may be heard orally in support of the
7 Settlement Agreement, or in opposition to the Settlement Agreement, provided
8 they submit a timely written objection to the Settlement Agreement and indicate
9 their intent to appear at the hearing. The Court will consider all timely objections
10 and Class Members do not need to appear at the final approval hearing to have
11 their objection considered;

12 b. Class Counsel and Respondent's Counsel should be prepared at the hearing to
13 respond to any objections filed by the Class Members and to provide other
14 information as appropriate, bearing on whether or not the Settlement Agreement
15 should be approved; and

16 c. The Court reserves the right to adjourn or continue the date of the Fairness Hearing
17 without further notice to the Class.

18 11. The Notice of Settlement shall also be posted on an Internet Website established by the
19 Settlement Administrator with information and documents regarding the Settlement including, in PDF
20 format, the Settlement Agreement, the Third Amended Petition, the Motion for Preliminary Approval, the
21 Preliminary Approval Order, any papers filed in support of Final Approval of the Settlement, and Class
22 Counsel's application for attorneys' fees and costs (after it is filed).

23 12. In the event the Effective Date occurs, all Class Members will be deemed to have forever
24 released and discharged the Class Members' Released Claims as set forth in the Settlement Agreement.
25 In the event the Effective Date does not occur for any reason whatsoever, the Settlement Agreement shall
26 be deemed null and void and shall have no effect whatsoever.

1 experience dissolution or bankruptcy, its appointment as QSF Administrator shall terminate and
 2 Petitioners will seek Court approval of a successor QSF Administrator.

3 18. Archer shall select the financial institution at which the QSF Administrator will establish
 4 bank and investment accounts for the QSF in accordance with this Order.

5 19. The Court orders the following implementation schedule for further proceedings:

6 Preliminary approval order.	TBD by Court.
7 Mail Notice of Settlement to Class Members 8 (“Notice Date”).	Thirty (30) calendar days after 9 issuance of this Order.
10 Settlement Administrator shall create 11 settlement website and post Notice of 12 Settlement and other relevant documents.	Thirty (30) calendar days after the issuance of this Order.
13 Deadline for receipt by the Settlement 14 Administrator of any objections to the 15 Settlement.	Forty-five (45) days after the Notice Date.
16 Deadline for Class Counsel to file Motion for 17 Final Approval of Settlement.	Sixteen (16) calendar days before the 18 Final Fairness and Final Approval 19 Hearing.
20 Deadline for Class Counsel to file reply papers 21 in support of Motion for Final Approval of 22 Settlement, if needed.	Five (5) calendar days before the Final Fairness and Final Approval Hearing.
23 Final Fairness and Final Approval Hearing.	_____, 2020. Approximately 24 eighty (80) days after the first mailing 25 of the Notice of Class Settlement. 26

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IT IS SO ORDERED.

DATE: _____, 2019

Hon. Winifred Y. Smith
Judge of the Superior Court