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Attorneys for Plaintiff TANIYA ABRON,
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

TANIYA ABRON, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

UNIVERSITY HEALTHCARE ALLIANCE,
a California Corporation; and DOES 1-10,
inclusive,

Defendants.

Case No. RG20066438

Assigned for all purposes to
Hon. Evelio Grillo, Dept. 21

Reservation ID: 949352402507

**DECLARATION OF JAMES R.
HAWKINS IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT AND AWARD
OF ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE SERVICE
PAYMENT**

Date: December 29, 2023
Time: 9:00 a.m.
Dept: 21

Action Filed: June 30, 2020
SAC Filed: Sept. 28, 2022
Trial Date: None Set

1 I, James R. Hawkins, declare as follows:

2 1. I am an attorney at law licensed to practice before the courts of the State of
3 California. I am Of Counsel with the law firm of James Hawkins, APLC, counsel of record for
4 Plaintiff Taniya Abron ("Plaintiff"). I am thoroughly familiar with and have personal
5 knowledge of all of the facts set forth herein. If called as a witness, I could and would
6 competently testify thereto.

7 2. I submit this declaration in support of Plaintiff's Motion for Final Approval of
8 Class Action and PAGA Settlement and Award of Attorneys' Fees, Costs, and Class
9 Representative Service Payment.

10 3. This declaration supplements my previously filed declaration in support of
11 Plaintiff's Motion for Preliminary Approval which is incorporated by reference herein. For the
12 Court's convenience an ease of reference, attached as **Exhibit 1** is a true and correct copy of my
13 declaration in support of Plaintiff's Motino for Preliminary Approval without exhibits.

14 **THE COURT GRANTED PRELIMINARY APPROVAL OF**
15 **THE CLASS ACTION SETTLEMENT**

16 4. On August 23, 2023, the Court granted preliminary approval of the Class Action
17 and PAGA Settlement Agreement ("Settlement") between Plaintiff Taniya Abron ("Plaintiff")
18 and Defendants University Healthcare Alliance ("UHA" or "Defendants") (collectively, the
19 "Parties"), approval of the class notice, and conditional certification of the Settlement Class. A
20 true and correct copy of the Settlement is attached as **Exhibit 2** hereto.

21 5. In connection with the Court's Preliminary Approval Order, the Court
22 conditionally certified the following Class for settlement purposes only: "All individuals who
23 were employed by Defendants as non-exempt employees in the state of California from June 30,
24 2016 to March 11, 2022."

25 6. The Court appointed Plaintiff Taniya Abron as the Class Representative and James
26 Hawkins, APLC as Class Counsel.

27 7. The Court found on a preliminarily basis that the Settlement appeared to be fair,
28 reasonable, and adequate. The Court approved the Notice of Settlement of Class Action and

Representative Action (“Notice”) and distribution of the Notice to the Settlement Class. Additionally, the Court further preliminarily approved the formulas provided in the Settlement for calculating individual settlement payments to the Class Members.

8. The Court also appointed CPT Group, Inc., (“CPT”) as the settlement administrator. Since then, CPT has worked diligently with Class Counsel and counsel for Defendants to efficiently administer the Settlement.

SUMMARY OF SETTLEMENT TERMS PRELIMINARILY APPROVED

9. Gross Settlement Amount: Defendants will pay the maximum amount of \$5,000,000.00 in settlement of the entire case, plus Defendants’ share of payroll taxes. The entire Gross Settlement Amount will be paid out with no residuals kept or reversion to Defendants.

10. Net Settlement Amount: The Net Settlement Amount is estimated to be \$3,039,609.53¹ which is the amount available for distribution to Participating Class Members after deducting (1) Class Counsel’s attorneys’ fees and costs, (2) the Service Payment to the Class Representative, (3) the Settlement Administrator’s costs, (4) PAGA Penalties of \$250,000.00², as this Court finally approves. If the Court approves a lesser amount of any of the above-mentioned costs, the Net Settlement Amount will increase proportionately.

11. Settlement Administration Fees: The CPT Group, Inc., will receive \$18,000.00 for serving as the Settlement Administrator and to cover the costs of the settlement administration.

12. Calculations of Individual Settlement Payments: Individual Class Payments will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. (Settlement § 3.2.4).

13. Tax Allocations of Individual Settlement Payments: The parties have agreed that based on the nature of the class claims, 20% of Individual Settlement Payments will be

¹ The Court preliminarily approved up to \$20,000 for attorneys’ costs, however Plaintiffs’ Counsel only seeks reimbursement of \$15,724.47 in actual costs. The remaining amount will revert to the Net Settlement Amount for distribution to the Settlement Class. There is a discrepancy between the figures in the Forst Declaration and my declaration because the Forst Declaration includes the PAGA payment to the Aggrieved Employees in the NSA. My declaration omits the entire PAGA allocation and accounts for the reduced cost request.

² 75% of the PAGA Penalties (\$187,500.00) will be paid to the LWDA and 25% (\$67,500.00) will be paid to the PAGA Aggrieved Employees.

1 allocated to wages from which the Settlement Administrator will deduct the employee portion
2 of payroll taxes. The other 80% will be allocated to the settlement of disputed claims for interest
3 and penalties. (Id. § 3.2.4.1).

4 14. Release by Participating Class Members: means:

5 [A]ny and all claims that were asserted in the Action, or that arise from the facts,
6 circumstances, transactions, events, occurrences, acts, disclosures, statements,
7 omissions or failures to act alleged in Plaintiff's Complaint, First Amended
8 Complaint, Second Amended Complaint, or letters to the LWDA (the "Action")
9 regardless of whether such claims arise under federal, state and/or local law, statute,
10 ordinance, regulation, common law, or other source of law ("the Released Claims").
11 The Released Claims specifically include, but are not limited to Labor Code §§ 201,
12 202, 203, 204, 218.6, 226, 226.7, 510, 512, 1194, 1197, the related IWC Wage Order
No. 1-2001, C.C.P. § 1021.5, and Business & Professions Code §§ 17200, et seq.
claims based on alleged violations of these Labor Code and Wage Order provisions
and all other claims, such as those under the California Labor Code, Wage Orders,
regulations, and/ or other provisions of law, that could have been pleaded based on
the facts asserted in the Action.

13 (Settlement § 6.2).

14 15. Plaintiff's Release: means:

15 [A]ny and all causes of action, judgments, liens, indebtedness, damages, losses,
16 claims (including attorneys' fees and costs), liabilities and demands of whatsoever
17 kind and character that Plaintiff may now or hereafter have against the Released
Parties arising from incidents or events occurring on or before the final settlement
approval of this agreement. . . .

18 (Settlement § 6.1). Plaintiff will also provide a waiver of Section 1542 of the California Civil
19 Code.

20 16. PAGA Release: means:

21 [A]ny claim for civil penalties arising out of the Released Claims or specifically
22 enumerated in the preceding paragraph. As consideration for this release, the
LWDA shall receive 75% of the PAGA Payment, consistent with the requirements
of the Labor Code sections 2698, et seq.

23 The PAGA members shall forever waive the right to proceed as a Private Attorney
24 General on behalf of the LWDA in connection with any of the Released Claims or
the specifically enumerated statutes identified in paragraph 6.2, that are based on
25 facts and circumstances that occurred during the PAGA period. PAGA members
shall receive a 25 percent share of the PAGA payment consistent with the
26 requirements of the Labor Code sections 2698, et seq.

27 **THE SETTLEMENT ADMINISTRATOR HAS CARRIED OUT**

28 **THE NOTICE PROCEDURES**

17. The Parties and the Settlement Administrator successfully delivered notice of the

1 Court's Preliminary Approval Order to the Settlement Class. As detailed in the Declaration of
2 Jennifer Forst, Notice was mailed to the 1,700 Class Members on the Class List provided by
3 Defendants on October 9, 2023. Of the 47 notices returned by the United States Postal Service,
4 38 were remailed with an updated address.

5 18. I believe that this excellent result of successfully delivering the Notices to 99.3%
6 of the Settlement Class Members was achieved through the efforts of Class Counsel and the
7 Settlement Administrator.

8 19. I understand that one Settlement Class Member submitted an objection to the
9 Settlement. As the reason for the objection, the Settlement Class Member stated "all of them."
10 However, the Settlement Class Member fails to identify any specific deficiency or unfair term of
11 the proposed Settlement Agreement which would allow Plaintiff to meaningfully respond.

12 20. I also understand that three Settlement Class Member requested exclusion from
13 the Settlement, which means that 1,697 of the 1,700 (99.8%) Settlement Class Members will
14 participate in the Settlement and receive their individual share of the Net Settlement Amount.

15 21. The Court preliminarily approved \$18,000.00 from the Settlement to cover the
16 costs associated with CPT's work in administering the Settlement. I respectfully submit that I
17 believe this sum is appropriate.

18 **THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE**

19 22. Plaintiff and Defendants entered into the proposed Settlement only after
20 conducting an extensive investigation, exchanging voluminous documents, and participating in
21 a full-day mediation session with Tripper Ortman, an experienced wage and hour mediator.
22 Thus, the Settlement is the product of an arms-length negotiations assisted by an experienced
23 wage and hour mediator.

24 23. Based on my experience, I believe that the proposed Settlement is fair, reasonable
25 and adequate and represents a great result for the Settlement Class Members. As detailed in my
26 Declaration in Support of Preliminary Approval, although Plaintiff and Class Counsel
27 compromised to achieve the Settlement, the compromise is extremely fair, reasonable and
28 adequate when compared to the realistic value of the class claims and considering the substantial

1 risks involved in pursuing further litigation including the possibility of appeals by either party
2 that would serve to increase the amount of time in which Settlement Class Members could
3 possible see some benefits.

4 24. When we considered the substantial risks involved in pursuing further litigation,
5 we considered the probability of getting the action certified as a class action and maintaining the
6 class action status through trial in light of Defendants asserted defenses. Specifically, we
7 considered the likelihood of obtaining a similar or greater recovery in the event Plaintiff obtained
8 a judgment in her favor. The fact that, even in Plaintiff proves Defendants' liability for all the
9 claims alleged in the Complaint, Plaintiff would still have to prove the amount of damages owed
10 in this case weighs in favor of approval of the Settlement. Absent a settlement, the Parties will
11 have to engage in costly and complex damages calculations regarding the claims alleged in the
12 lawsuit, which are subject to myriad calculations and formulas. Furthermore, we examined the
13 likelihood of obtaining and maintaining class action status through trial. In addition, if this case
14 were to continue as a class action through trial, we considered that both Parties will necessarily
15 incur substantial litigation expenses, including the expense and time of analyzing voluminous
16 document, and finding and hiring statisticians and other expert witnesses to testify at trial.

17 25. Indeed, there is a significant chance that continued litigation could result in the
18 Settlement Class obtaining no recovery at all if the trier of fact decides Defendants' contention
19 that Plaintiff's claims are not typical of the class and that the claims are not fit for certification.
20 Moreover, Defendants contend that its policies were compliant and any violations were not
21 knowing and intentional. As such we considered the risks of receiving no recovery, balanced by
22 our investigation and analysis performed in valuing the case.

23 26. In addition to the substantial risks and uncertainty inherent in continued litigation,
24 Plaintiff and Defendants face the *certainty* that further litigation—potentially through trial and
25 appeals—would be expensive and time consuming. Therefore, the proposed Settlement is both
26 fair and reasonable in light of Defendants asserted legal and factual grounds for defending against
27 the putative class claims and the risks of not obtaining and/or maintaining class certification
28 through the trial of the action and after any appeals.

THE CLASS REPRESENTATIVE SERVICE PAYMENT IS JUSTIFIED

27. Under the terms of the Settlement Agreement, Plaintiff seeks a service payment in the amount of \$10,000 for her service in filing and prosecuting this class action on behalf of the Settlement Class.

28. I strongly support the Service Payment to the Plaintiff and Defendants do not oppose the amount requested. Such amount was reached as the product of arm's length negotiations. Plaintiff's assistance to Class Counsel and services to the Settlement Class has been invaluable. (See generally, Declarations of Taniya Abron in Support of Motion for Final Approval of Class Action and PAGA Settlement Agreement and Award of Attorneys' Fees, Costs, and Class Representative Service Payment). Thus, I believe that the requested Service Payment to Plaintiff as Class Representative is justified, fair and warranted.

29. By coming forward and pursuing this class action lawsuit that, in this information age, can easily be discovered by prospective employers demonstrates that Plaintiff has placed the interest of the Settlement Class above her own. Additionally, Plaintiff made the decision from the very beginning of the litigation to protect the interest of the Settlement Class by not wavering from her decision to prosecute and settle the claims on behalf of putative class members for a settlement that was in the best interests of the Settlement Class. I do not believe that Plaintiff has any interests that are adverse or antagonistic to the Class Members' interests.

30. Plaintiff was a crucial participant in the prosecution of this litigation. Plaintiff worked closely with me and my firm in all aspects of the litigation in this case. She provided an extraordinary amount of factual information necessary for the prosecution and settlement of the class claims. This information proved invaluable in our settlement discussions. Plaintiff also spent a significant amount of time searching for and producing documents in the case and assisting in the review and interpreting the voluminous documents produced by Defendants. Plaintiff actively participated in this litigation during all stages.

31. As part of the consideration for the Service Payment, Plaintiff also agreed to enter into a broader release of claims against Defendants as opposed to the narrowly drafted release for the other Class Members.

1 32. Plaintiff took on significant risks, including the potential that the lawsuit may
2 affect her ability to obtain future employment as well as the risk of paying an award of costs to
3 Defendants if she was not successful in litigating her claims. There was also a significant risk
4 that, if the litigation was not settled, Plaintiff would be unable to certify the action as a class action
5 and maintain class certification through trial and thereby not recover on behalf of any other
6 employees.

7 33. Plaintiff has been an exceptional Class Representative and the Class has benefited
8 immensely from her services. The service payment is reasonable in light of the time and effort
9 Plaintiff has spent on this litigation over the past three years and the excellent result she obtained
10 on behalf of the Class. Thus, I submit the Service Payment to Plaintiff is appropriate and justified
11 as part of the overall Settlement and warrants final approval.

12 **THE ATTORNEYS' FEES AND LITIGATION COSTS CLASS COUNSEL SEEK**
13 **ARE REASONABLE, FAIR AND ADEQUATE**

14 34. Class Counsel seeks an award of attorneys' fees of \$1,666,666.67 (one-third
15 of the Gross Settlement Amount) and costs of \$15,724.47. The fee is warranted and
16 reasonable because of the substantial work and effort incurred to achieve the Settlement on
17 behalf of the Settlement Class, the litigation risks and complexities of prosecuting these types
18 of cases, the contingency nature of any fee, Class Counsel's skill and experience in handling
19 cases of this type, and fees commonly awarded in analogous wage and hour lawsuits and
20 settlements. Class Counsel's fees and costs request is further warranted by the \$5,000,000.00
21 non-reversionary cash settlement achieved on behalf of the Class Members. These expenses
22 primarily involve the costs incurred for filing fees, mediation fees, expert fees, and also include
23 the amounts paid for court filing fees and service charges, all of which are costs normally billed
24 to and paid by the client.

25 35. Although case law supports as high as a 50% fee award on common settlement
26 funds of less than \$10 million, Class Counsel requests an attorneys' fees award of
27 \$1,666,666.67 which is one-third of the common fund Settlement.

28 36. Class Counsel's fees request is reasonable considering: (a) the work involved

1 in achieving an excellent result for the Class and bringing the action to an efficient resolution,
2 (b) the associated risks to my firm in taking a matter on a contingency basis, (c) the
3 substantial benefits conferred on the Settlement Class, and (d) the overwhelmingly positive
4 response by Settlement Class Members to the Settlement.

5 37. In my opinion, the requested fee award accounts for the excellent result and
6 the risks undertaken in bringing this case on a contingency basis, advancing all costs and
7 deferring payment for the time that Class Counsel has worked on this case, with no guarantee
8 that any of the fees and costs incurred would ever be recovered.

9 38. The individual settlement payments are in line with, if not above, to the
10 majority of wage and hour class actions which are settled and approved. According to a report
11 by NERA Economic Consulting titled *Trends in Wage and Hour Settlements: 2019 Update*,
12 a comprehensive study analyzing 987 wage and hour settlements from January 2007 through
13 December 2019 found that the average settlement payment in 2019 was \$1,412, consistent
14 with the 2015-2017 average of \$1,264. Here, the average Individual Settlement Payment is
15 estimated to be \$1,824.77 and the highest settlement payment is estimated to be \$3,937.29.
16 Attached as **Exhibit 3** is a true and correct copy of the NERA report.

17 39. One of the “Notable Settlements” referenced in the NERA Report from 2015 to
18 2019 was the Wackenhut Corp. settlement. Notably, our firm served as co-lead counsel in
19 Wackenhut Corp. case, securing one of the largest wage and hour class action settlements in
20 California history. This case involved several appeals including an appeal of the Court’s
21 decertification order. The appellate record amassed an extensive appellate record comprising a
22 23-volume joint appendix, a three-volume reporters transcript, five briefs, four letter briefs, two
23 motions for judicial notice, a motion to augment the record, and several additional letters
24 informing the appellate court of new legal authority issued after *Dukes*. The matter was argued
25 to and submitted by the Court of Appeal on September 15, 2016, and on November 21, 2016, the
26 decertification order was reversed and the case was remanded for further proceedings. (*Lubin v.*
27 *The Wackenhut Corporation (“Lubin”)*, 5 Cal. App. 5th 960 (2016)). Wackenhut filed a petition
28

1 for review of the Court of Appeal decision to the California Supreme Court. The Supreme Court
2 denied Wackenhut's petition for review of Lubin. The Court of Appeal issued remittitur on April
3 10, 2017. Eventually through more litigation, the parties were able to secure the \$130 million
4 settlement that was approved on October 21, 2019 by Judge Highberger in the Los Angeles
5 Superior Court.

6 40. In addition, Plaintiff signed a retainer agreement providing for an attorneys'
7 fee request up to 40% of any recovery achieved in this case. Plaintiff was not able and is not
8 responsible for paying our fees, and Class Counsel would only collect attorneys' fees if we
9 were successful in prosecuting her claims. In addition, taking on this case meant that my firm
10 had to turn away other fee-generating work because the case required Class Counsel to
11 dedicate sufficient resources to the prosecution of this case.

12 41. James Hawkins, APLC has spent 694.60 hours of attorney and para-
13 professional time prosecuting this case resulting in a lodestar of \$514,667.50.

14 42. James Hawkins, APLC's skill and experience support their hourly rates
15 ranging from \$450 to \$1,050, which are in line with the rates typically approved in wage and
16 hour class action litigation in California.

17 43. I am the founding partner at James Hawkins, APLC and have devoted
18 approximately 193.50 hours in prosecuting this case on behalf of Plaintiffs and the Class. In 1993,
19 I graduated from the University of California, Los Angeles with a Bachelor of Arts Degree.
20 Following graduation, I attended Whittier Law School. In 1996, while a full-time law student, I
21 was also a full-time Judicial Extern for the Honorable Consuelo B. Marshall, United States
22 District Court, Central District. After approximately five months of service for Judge Marshall,
23 I became a full-time extern for the United States Attorney's Office, Central District of California.
24 My externship lasted for approximately five months. Thereafter, in 1997, I graduated from
25 Whittier Law School. The same year, I was admitted to practice law in the State of California.
26 Since its inception, this law firm has been exclusively involved in class action and complex
27 litigation. In 2009, I opened an additional office in Miami, Florida, prosecuting wage and hour
28

1 class actions. Since 2002, I have been lead counsel or co-lead counsel in hundreds of wage and
2 hour class actions.

3 44. The following is a summary of my tasks and activities in prosecuting this matter:
4 review client intake; conference regarding research and investigation regarding claims; review
5 documents provided by client; conferences regarding claims and causes of action; review class
6 action complaint and PAGA notice; reviewing the PAGA complaint; conferences related to
7 litigation and discovery plan; memos and notes regarding interviews and claims; review
8 Defendant's written discovery; conferences related to Plaintiff's discovery responses;
9 conferences related to Plaintiff's deposition in wrongful termination action; preparation for
10 Plaintiff's deposition; conferences regarding mediation and mediators; reviewing documents to
11 prepare for mediation; preparation and strategy regarding the mediation; preparing damages
12 models and consulting with experts; review and revise MOU; conferences regarding settlement
13 agreement; review settlement agreement; review and revise pleadings and declarations in support
14 of preliminary approval; consulting regarding client inquiries; consulting regarding settlement
15 administrators; conferences regarding objection received to settlement agreement; review
16 pleadings and declaration in support of Motion for Final Approval. My hourly rate is \$1,050.00
17 per hour. The number of hours I have expended for work performed and the corresponding
18 attorney's fees of \$203,175.00 are reasonable and necessary.
19

20 45. Samantha Smith is a former attorney at James Hawkins APLC. Ms. Smith was
21 admitted to the California Bar in December of 2004. She received her J.D. from the University
22 of California, Hastings College of the Law and her Bachelor of Arts from the University of
23 California, Davis. Since 2005, she has worked exclusively on class action cases, and her
24 experience includes over a decade of successful work on class action appeals, class certification
25 motions and class settlements. See, e.g., *Blue Diamond Growers Product Labeling Cases*, JCCP
26 No. 4822 (Los Angeles County Superior Court) (false advertising of Blue Diamond food
27 products); *Adam vs. eHealth, Inc.*, Case No. 17CV309050 (Santa Clara Superior Court)
28 (employee data breach); *Birdsell v. Geo Corp.*, Case No. CIV DS 1613061 (San Bernardino

Superior Court) (data breach); *Overton v. Armour-Eckrich Meats, LLC*, Case No. CIVDS 1501325 (San Bernardino County Superior Court) (unpaid wages, meal period and rest break claims, and PAGA violations for non-exempt employees); *DeLeon et al. v. Westlake Services, LLC*, Case No. BC 526750 (Los Angeles County Superior Court) (unpaid overtime, meal period and rest break claims for call center employees); *Sawyer v. Retail Data, LLC*, Case No. 30-2014-00753767-CU-OE-CXC (Orange County Superior Court) (unpaid wage and rest break claims for piece rate workers); *Nguyen v. Pharmerica Corporation et al.*, Case No. 30-2014-00716072-CU-OE-CXC (Orange County Superior Court) (unpaid wages and unreimbursed expenses for pharmacists); *Laumea v. Performance Food Group, Inc.*, Case No. CIVDS1407509 (San Bernardino Superior Court) (unpaid wages, meal and rest break claims for non-exempt employees); *Durroh v. East West Bank*, Case No. BC528860 (Los Angeles Superior Court) (overtime claims for failure to include bonuses in regular rate of pay for bank workers); *Gonzalez et al. v. SFFI Company, Inc. et al.*, Case No. CIVDS1504287 (San Bernardino Superior Court) (unpaid wages, meal period and rest break claims for non-exempt employees).

46. Ms. Smith devoted 153.60 hours prosecuting this case which reviewing intake and investigation notes; review documents provided by client; numerous calls with clients regarding claims and complaint; legal research regarding claims; research regarding Defendants' corporate structure and related entities; legal research regarding pending actions and PAGA notices; drafting initial class action complaint; drafting PAGA notice; drafting first amended complaint to add PAGA claim; strategizing regarding discovery issues and issues for investigation; draft special interrogatories and requests for production of documents; review written discovery propounded by Defendant; draft responses to Defendant's requests for production of documents and form interrogatories; conference with client regarding discovery responses; review notice of deposition of Plaintiff; prepare Plaintiff for deposition; conference regarding strategy regarding Plaintiff's deposition; attend Plaintiff's deposition; correspondence with counsel for Defendant regarding mediation; correspondence to potential mediators; conference with expert regarding analysis of documents and data for mediation. Ms. Smith's

1 hourly rate is \$775 per hour. The number of hours he expended on the case, and the resulting
2 attorney's fees of \$115,200.00 are reasonable and necessary.

3 47. Christina Lucio is Of Counsel to James Hawkins, APLC and have devoted 129.80
4 hours in prosecuting this case on behalf of Plaintiff and the Settlement Class. She graduated from
5 the University of California, Riverside in 2003 and received my law degree from the University
6 of Southern California, Gould School of Law (USC Law School) in 2007. She has been a member
7 of the State Bar of California since 2007 and am a member of the Labor and Employment Law
8 section of the California Bar Association and American Bar Association. Ms. Lucio was selected
9 as a "Rising Star" for 2015 by Super Lawyers Magazine. My practice is focused primarily on
10 employment law including wrongful termination, discrimination, retaliation, wage and hour
11 violations (individual and class action), and sexual harassment claims. In recent years, a
12 substantial part of her practice has been focused on class actions, including wage and hour
13 litigation. The following is a summary of her activities in litigating this matter: review file and
14 complaints; review case management order; draft joint status conference reports; attend case
15 management conference; correspondence with defense counsel regarding mediation; analyze
16 class data and sampling documents provided by Defendant; conferences with expert regarding
17 damages analysis; prepare damages model; prepare for and attend mediation; conference
18 regarding mediator's proposal; review and revise Memorandum of Understanding; draft amended
19 PAGA notice; review and revise Memorandum of Understanding; review and revise long form
20 Settlement Agreement; review and revise Motion for Preliminary Approval of Settlement;
21 monitor settlement administration; review and revise Motion for Final Approval. Ms. Lucio's
22 hourly rate is \$775.00 per hour. The number of hours she has spent for work performed and the
23 corresponding attorney's fees of \$100,595.00 are reasonable and necessary.
24

25 48. Mitchell Murray is Of Counsel to James Hawkins, APLC. Mr. Murray is a
26 2007 graduate of the University of California, San Diego and 2012 graduate of California
27 Western School of Law. He was admitted to the State Bar of California in 2012. He is a
28 member of the Consumers Attorneys of San Diego. He was selected as a "Rising Star" in 2019

1 by Super Lawyers Magazine. Mr. Murray's legal experience has focused primarily on personal
2 injury and all areas employment law. Since 2016, he has focused his practice in the area of
3 wage and hour class action. Mr. Murray has dedicated 74.30 hours in prosecuting this action
4 on behalf of Plaintiff and the class by doing the following tasks: preparation for mediation;
5 review documents and data produced by Defendant for mediation; review and revise
6 mediation brief; conferences with expert regarding damages analysis; draft Settlement
7 Agreement; numerous discussions with counsel regarding terms and conditions of Settlement
8 Agreement; numerous discussions with clients regarding Settlement Agreement; draft stipulation
9 to file second amended complaint; draft second amended complaint; review and revise joint status
10 report; correspondence to settlement administrators regarding estimates; review and revise
11 Motion for Preliminary Approval of Settlement Agreement; review tentative ruling regarding
12 Motion for Preliminary Approval of Settlement Agreement; numerous conferences with counsel
13 for Defendant regarding tentative ruling; draft supplemental memorandum respond to Court's
14 concerns in tentative ruling; revise settlement agreement and class notice; review tentative rulings
15 regarding supplemental memorandum; re-revise settlement agreement and draft second
16 supplemental memorandum; reviewing tentative ruling granting Motion for Preliminary
17 Approval; correspondence with settlement administrator regarding preliminary approval order;
18 monitor settlement administration including weekly reports; review and revise Motion for Final
19 Approval of Settlement and Motion for Award of Attorneys' Fees, Costs, and Class
20 Representative Service Payment. Mr. Murray's hourly rate is \$750 per hour. The number of hours
21 expended by Mr. Murray for work performed and the corresponding attorney's fees of \$53,867.50
22 are reasonable and necessary.

24 49. Paul A. Brown is a junior associate attorney and worked in an Of Counsel role.
25 Mr. Brown is a 2014 graduate of New York University and 2021 graduate of the University of
26 San Francisco School of Law. He was admitted to the State Bar of California in 2021. Mr. Brown
27 has devoted 52.60 hours to this matter. The following is a summary of Mr. Brown's tasks and
28 activities in this case: conference regarding settlement and motion for preliminary approval; draft

notice of proposed class action settlement; draft and revise motion for preliminary approval; conference regarding motion for preliminary approval; review tentative rulings regarding preliminary approval; assist with supplemental pleadings in support of motion for preliminary approval; monitor administration of class notice and opt outs and objections; draft motion for final approval and award of attorneys' fees, costs, and class representative service payment; correspondence with Plaintiff regarding declaration. Mr. Brown's hourly rate is \$450.00 per hour. The number of hours expended by Mr. Brown for work performed and the corresponding attorney's fees of \$23,670.00 are reasonable and necessary.

50. The following table summarizes the hours and fees now documented for the Court's review:

Attorney Name	Position/ Years in Practice	Total Hours	Hourly Rate	Lodestar
James R. Hawkins	Partner (26)	193.50	\$1,050	\$ 203,175.00
Samantha A. Smith	Senior Associate (19)	153.60	\$775	\$ 115,200.00
Christina M. Lucio	Of Counsel (16)	129.80	\$775	\$ 100,595.00
Mitchell J. Murray	Of Counsel (11)	74.30	\$725	\$ 53,867.50
Paul Brown	Of Counsel (2)	52.60	\$450	\$ 23,670.00
Para-Professional	Paralegal/ Legal Assistant	90.8	\$200	\$ 18,160.00
Total		694.60		\$514,667.50

1
2 51. The amount of hours (694.60) James Hawkins, APLC has spent working on this
3 litigation was necessary and reasonable in pursuit of the Settlement. Based on those hours, my
4 firm has incurred the following attorney lodestar hours of approximately \$514,667.50 in
5 attorneys' fees. This corresponds to a lodestar multiplier of approximately 3.24. I respectfully
6 submit that this small positive multiplier is warranted and should be approved. Class counsel has
7 expended significant resources, costs and time in investigating, bringing and litigating this action
8 for more than three years. The requested fee award is well within the range approved by California
9 Courts and is undoubtedly reasonable.

10 52. James Hawkins, APLC also seeks reimbursement of out-of-pocket costs of
11 \$15,724.47 (up to \$20,000 preliminarily approved) which includes estimated filing fees for
12 the motion for final approval, notice of final approval order and entry of judgment, and
13 declaration regarding final accounting. A true and correct copy of James Hawkins, APLC's
14 litigation costs is attached as **Exhibit 4** hereto.

15 53. These costs were necessary and reasonable to successfully prosecute this
16 action, including fees associated with mediation, filing fees, and service charges, which are
17 normally billed to and paid by the client. These costs have been necessary costs associated with
18 the prosecution of this important matter. I respectfully request that the Court grant the request
19 for reimbursement of these costs in accordance with the Settlement Agreement.

20 54. In a complex action such as this, the proposed attorneys' fees are in line with the
21 market rate for contingency fees. The reasonableness of Class Counsel's hourly rates is further
22 confirmed by comparing such rates with the rates of comparable counsel practicing complex and
23 class litigation as detailed in the attached excerpt from the 2021 Real Rate Report compiled by
24 Wolters Kluwer that surveyed the hourly rates charged in 2021 by hundreds of attorneys in the
25 Los Angeles County area. For example, the real market rates of Los Angeles County area
26 attorneys who practiced "Litigation" are surveyed at page 17 of the report, which describes the
27 2021 rates charged by 342 Los Angeles County partners and 433 Los Angeles County associates.
28

1 For that category, the Third Quartile Los Angeles County rates were \$1,042 per hour for partners
2 and \$806 per hour for associates. Similarly, page 26 of the report describes the 2021 rates charged
3 by 70 Los Angeles County associates with “Fewer Than 3 Years” of experience. For this category,
4 the Third Quartile Los Angeles County rate was \$622 per hour for associates. Page 26 of the
5 report also describes the 2021 rates charges by 128 Los Angeles County associates with “3 to
6 Fewer Than 7 Years” of experience. For that category, the Third Quartile Los Angeles County
7 rate was \$821 per hour for associates. Likewise, page 32 of the report describes the 2021 rates
8 charged by 173 Los Angeles County partners with “Fewer Than 21 Years” of experience. For this
9 category, the Third Quartile Los Angeles County rate was \$1,065 per hour for partners. A true
10 and correct excerpt of this 2021 Real Rate Report survey is attached hereto as **Exhibit 5**.

11 55. Furthermore, our requested hourly rates are in line with the Laffey Matrix,
12 attached hereto as **Exhibit 6**.

13 56. Class Counsel respectfully requests the Court award its fees in accordance with
14 the percentage of the common fund approach, based upon a reasonable contingency fee on the
15 Settlement Amount. (*See Laffitte v. Robert Half International, Inc.* (2016) 1 Cal. 5th 480). The
16 total billable hours Class Counsel has invested and will continue to invest in prosecution of this
17 action, should they be approved by the Court, have been substantial. As detailed above, Class
18 Counsel has spent significant time over more than three years prosecuting this case. Plaintiff
19 and Class Counsel respectfully submit the fees provision of the Settlement is fair and can be
20 cross-checked for reasonableness under lodestar.

21 57. My firm has been the only counsel to represent Plaintiff and the Class in this
22 matter, and we have borne the entire risk and cost of this litigation on a pure contingency basis.
23 The issues and arguments Class Counsel has encountered and overcome in arriving at the
24 parties’ negotiated settlement terms were also many and complex and required skillful advocacy
25 that can arise only out of experience, professional perspective, and success. Such claims are
26 complex, evidence intensive, and nuanced, and can be very challenging to certify. The
27 Settlement was only possible because Class Counsel was able to convince Defendants that
28 Plaintiff could prevail on her motion for class certification and other disputed legal issues

1 regarding liability as well as prove damages at trial.

2 58. To date, Class Counsel has not received any compensation and expended
3 litigation costs on behalf of the Class. Class action contingency cases are inherently risky.
4 Upon retention, counsel makes a commitment to litigate the case through trial. These types of
5 cases can take years, hundreds of hours of work and enormous amount of money. The risks
6 involved coupled with the contingency basis of the case further support Class Counsel's request
7 for attorneys' fees and costs.

8 59. In sum, despite the complexity of the case, Class Counsel has, through the
9 investment of substantial effort and the resources of my law firm, been able to secure an
10 outstanding settlement on behalf of the Settlement Class. Plaintiff would have faced substantial
11 legal and factual obstacles in demonstrating that class certification was appropriate. Plaintiff
12 would also have been required to establish a significant amount of witness testimony, pattern
13 and practice evidence, statistical evidence, sampling evidence, expert testimony, and other
14 evidence in order to present their case both at the class certification stage and trial. Defendants
15 have vigorously contested liability, the amount of claimed damages, and the propriety of class
16 certification, and would have continued to do so through trial. Class Counsel's prior
17 experiences, allowed us to competently evaluate the claims, settlement versus trial on a fully
18 informed basis, and the viability of Defendants' defenses. As such, we respectfully submit the
19 Court should grant the motion for Attorneys' Fees, Costs and Service Payment as requested.

20 I declare under penalty of perjury that the foregoing is true and correct. Executed on
21 December 6, 2023 in Irvine California.

22
23 
24 James R. Hawkins

EXHIBIT 1

JAMES HAWKINS APLC
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Attorneys for Plaintiff TANIYA ABRON,
on behalf of herself and all others similarly situated

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

TANIYA ABRON, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

UNIVERSITY HEALTHCARE
ALLIANCE, a California Corporation;
and DOES 1-10, inclusive,

Defendants.

Case No. RG20066438

Assigned for all purposes to
Hon. Evelio Grillo
Dept. 21

**DECLARATION OF JAMES R. HAWKINS IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: June 23, 2023
Time: 9:00 a.m.
Dept: 21

Action Filed: June 30, 2020
SAC Filed: September 28, 2022
Trial Date: None Set

RES ID: 269846710090

1 I, James Hawkins, declare as follows:

2 1. I am the principal of James Hawkins, APLC, counsel of record for Plaintiff
3 Taniya Abron ("Plaintiff") and all other similarly situated and aggrieved employees. I have
4 personal knowledge of the facts set forth below, and if called to testify regarding them, I could
5 and would do so competently.

6 2. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval
7 of the Parties' Class Action and PAGA Settlement Agreement (the "Settlement Agreement").

8 **Procedural History**

9 3. On June 30, 2020, Plaintiff commenced this Action by filing a Complaint alleging
10 causes of action against University Healthcare Alliance ("UHA") for: (1) failure to pay wages for
11 all hours worked; (2) failure to timely pay wages due at termination; (3) failure to provide
12 accurate itemized wage statements; and (4) violation of California's unfair competition law.

13 4. On September 9, 2020, Plaintiff filed a First Amended Complaint, alleging causes
14 of action for: (1) failure to pay wages for all hours worked; (2) failure to timely pay wages due at
15 termination; (3) failure to provide accurate itemized wage statements; (4) violation of California's
16 unfair competition law; and (5) enforcement of California Labor Code § 2698, et seq. ("PAGA").

17 5. On March 11, 2022, the Parties participated in a full day of mediation with Tripper
18 Ortman, an experienced complex class action mediator. The Parties failed to reach an agreement.
19 On March 16, 2022, the mediator gave his proposal, which was accepted by both parties on May
20 17, 2022, resulting in this settlement.

21 6. On September 20, 2022, pursuant to their settlement agreement, the Parties
22 stipulated to the filing of a Second Amended Complaint, and this Court granted leave to file a
23 Second Amended Complaint on September 26, 2022. Plaintiff filed the Second Amended
24 Complaint on September 28, 2022, alleging causes of action against UHA for: (1) failure to pay
25 wages for all hours worked; (2) failure to provide lawful meal periods; (3) failure to authorize and
26 permit lawful rest periods; (4) failure to timely pay wages due at termination; (5) failure to
27

1 provide accurate itemized wage statements; (6) violation of California's unfair competition law;
2 and (7) enforcement of California Labor Code § 2698, et seq. ("PAGA").

3 7. After mediation was completed and a mediator's proposal was issued, the parties
4 were able to reach the Settlement Agreement

5 **Investigation**

6 8. Class Counsel engaged in extensive discovery, investigation, interviews and discussions
7 about the strengths and weaknesses of the claims and defenses.

8 9. Class counsel conducted extensive factual and legal investigation and research,
9 interviewed Class Members, exchanged documents and information, reviewed Defendant's
10 employment policies, correspondence and negotiation between counsel, performed an analysis of
11 Defendant's time and payroll records for the putative class members, and attended a full day of
12 mediation where the parties discussed their respective positions.

13 10. In advance of the mediation, UHA provided a class list and a sample of payroll and time
14 records for 140 putative class members (approximately 10% of the class). The Parties also
15 exchanged informal discovery which included Plaintiff's time, payroll, and personnel records as
16 well as UHA's policies. UHA further supplied certain class related data in anticipation of
17 mediation.

18 11. Class Counsel engaged an expert to analyze the sample of payroll and time records for the
19 140 putative class members and to provide extrapolations to the entire class based on assumptions
20 provided by Class Counsel, gleaned from Plaintiff, interviews with Class Members, and review of
21 Defendant's policies.

22 **The Proposed Settlement**

23 12. Subject to Court approval pursuant to Code of Civil Procedure section 382 and
24 California Rules of Court, rule 3.679, et seq., Plaintiff and Defendant have agreed to settle the
25 litigation by agreement upon the terms and conditions and for the consideration set forth in
26 the Settlement Agreement. A summary of the terms of the settlement are as follows:
27
28

- Defendant will stipulate, for the purpose of this settlement only, to certification of a class defined as: “all persons who, for the four years prior to the filing of this class action to the present, are, or have been, employed by Defendant in State of California as non-exempt employees.”
- Defendant shall pay \$5,000,000.00 which is referred to herein as the “Gross Settlement Amount.”
- The “Net Class Settlement Fund” is the amount remaining after deducting the amounts awarded to Class Counsel for attorneys’ fees and costs, the service payment to Plaintiff, the PAGA Payment to the LWDA, and the Settlement Administrator’s costs. The Net Settlement Amount is estimated to be approximately \$3,035,334. Based on approximately 1,708 estimated Class Members during the Class Period, this results in an average distribution of approximately \$1,777 per person, when calculated as a raw average. This amount will increase or decrease depending on how long each Class Member worked during the Class Period.
- The Settlement Administration costs, not to exceed \$18,000.00, will be paid out of the Gross Settlement Amount;
- Class Counsel will apply for, and Defendant will not oppose, attorneys’ fees of \$1,666,666.67, which represents one-third of the Gross Settlement Amount, and actual costs incurred up to \$20,000.00, all of which will be paid out of the Gross Settlement Amount;
- Class Counsel will apply for, and Defendant will not oppose, an enhancement award of \$10,000.00 for Plaintiff, which will be paid out of the Gross Settlement Amount;
- The Parties agreed that \$250,000.00 of the Gross Settlement Amount will be paid as PAGA penalties, 75% (\$187,500.00) of which will be paid to the LWDA out of the Gross Settlement Amount, and 25% (\$62,500.00) of which

will be distributed to the Aggrieved Employees on a pro-rata basis as Individual
PAGA Payments;

- The Individual Settlement Payments to Participating Class Members will be allocated 20% to taxable wages and 80% to non-taxable penalties and interest.
- Defendant will pay the employer's share of any payroll taxes separate and apart from the Gross Settlement Amount.
- Participating Class Members will have 180 days from the date of issuance of the check to cash their check. For any check not cashed, the Settlement Administrator will pay over the amount represented by the check to the State Controller, with the identity of the Participating Class Member to whom the funds belong, to be held for the Participating Class Member per California Unclaimed Property Law.

13. The release is fairly tailored to the claims that were asserted or could have been asserted in the underlying lawsuits based on the facts alleged in the respective complaints, including the Second Amended Class Action Complaint, previously filed herein. The Settlement Agreement and Class Notice contain a comprehensive description of the claims and release and generally provides an adequate level of protection against future claims. In addition, only Plaintiff is required to provide a Civil Code § 1542 waiver, not the Class Members.

14. The Settlement was reached after extensive discovery and investigation including interviews with Class Members, an exchange of time and payroll records for putative class members, preparation of damages analyses, consultation with damages expert, mediation with an experienced complex labor and employment mediator Tripper Ortman, and extensive discussions and negotiation between counsel. The Settlement that has been reached, subject to this Court's approval, is the product of significant effort and a great deal of expense by the Parties and their counsel. The settlement amount is, of course, a compromise figure. However, counsel for the Parties are satisfied that this figure is reasonable in light of the risks and expense

1 of continued litigation, including without limitation, Defendant's continued general denial of
2 Plaintiff's claims, arguments against class certification, and affirmative defenses.

3 **Settlement Agreement and Accompanying Documents**

4 15. Attached hereto as **Exhibit 1** is a true and correct copy of the Settlement Agreement
5 fully executed by the Parties.

6 16. Attached to the Settlement Agreement as **Exhibit A** is the proposed Class Notice
7 to be distributed to Class Members. Attached to the Settlement Agreement as **Exhibit B** is the
8 proposed Request for Exclusion and the proposed Objection Form is attached as **Exhibit C**.

9 17. The Parties have jointly selected CPT Group, Inc. to administer the Settlement. The
10 Parties agreed that the administration costs will be paid out of the Gross Settlement Amount. I am
11 not aware of any relationship between James Hawkins APLC and any of its attorneys and CPT
12 Group, Inc., nor am I aware of any existing or potential conflicts of interest between James
13 Hawkins APLC and CPT Group, Inc.

14 18. On or about May 26, 2023, Class Counsel submitted a copy of the Settlement
15 Agreement to the California Labor and Workforce Development Agency ("LWDA") in
16 compliance with Labor Code section 2699, subdivision (l)(2) on behalf of Plaintiff Taniya Abron.
17 A true and correct copy of the confirmation from the LWDA in connection with Plaintiff's
18 submission is attached hereto as **Exhibit 2**.

19 **The Settlement Was Negotiated at Arms-Length and Is Not Collusive**

20 19. The Settlement that has been reached, subject to this Court's approval, is the
21 product of substantial effort by the Parties and their counsel. The settlement was reached after
22 extensive factual and legal investigation and research, interviews with Class Members, informal
23 discovery, exchange of documents which included a 10% sample of payroll and time records for
24 the class members as well as UHA's policies, review of Defendant's employment policies,
25 correspondence and negotiation between counsel, expert analysis of Defendant's time and payroll
26 records for the putative class members, and a full day mediation session with Tripper Ortman, a
27 skilled wage and hour mediator. Following mediation, the parties engaged in extensive negotiation
28

1 to finalize the terms and conditions of the general settlement parameters. The settlement amount
2 is a compromise figure. It considered the risks related to liability, damages, and all the defenses
3 asserted by Defendant.

4 20. While Plaintiff and Class Counsel believe in Plaintiff's chances of success of
5 certifying the claims if permitted, Class Counsel recognized the potential risk, expense, and
6 complexity posed by litigation on a class basis. Continuing to litigate Plaintiff's claims that
7 involve numerous Class Members during the Class Period working with Defendant would require
8 substantial preparation and discovery and ultimately would involve the deposition and presentation
9 of numerous more Class Member and expert witnesses, as well as the consideration, preparation,
10 and analysis of expert reports. Therefore, further class litigation, if permitted, would have carried
11 with it significant additional expense incurred by each side (above and beyond the tens of
12 thousands of dollars of expenses already incurred).

13 21. Again, Plaintiff and Defendant have very strong positions on liability in this case.
14 Defendant denies wrongdoing of any kind associated with the claims alleged in the action, and
15 further deny that, for any purpose other than that of settling this lawsuit, the matters are appropriate
16 for class treatment. In light of the sharply contested legal and factual issues, the risks of continued
17 litigation, and substantial benefits to Class Members under the Settlement, the terms and conditions
18 of this class settlement are fair and reasonable to all sides.

19
20 **The Settlement Amount is Well Within the Range of Reasonableness**

21 22. I am informed and believe that the settlement amount reached in this case provides
22 significant recovery to participating class members, based on the circumstances, and falls within
23 the range of reasonableness.

24 **Recovery of Damages for Unpaid Wages Due to Rounding**

25 23. Plaintiff contends that Defendant failed to pay Class Members for all hours
26 worked. Specifically, Plaintiff contends Defendant rounded Plaintiff's and Class Members' time
27 punches to Defendant's advantage from the beginning of the Class Period to December 31, 2020.
28 Plaintiff maintains that Defendant knew or should have known that Plaintiff and Class Members

1 were entitled to receive wages for all hours worked.

2 24. On average, Plaintiff's expert calculated that there was 1.2 minutes of unpaid
3 work per shift in connection with this rounding policy. Plaintiff's expert determined that
4 approximately 62.4% of class members were harmed by rounding and 51.1% of shifts were
5 underpaid due to rounding. The time and pay records analyzed by Plaintiff leads to the reasonable
6 belief that there were approximately 1,050,905 shifts worked by Class Members at the average
7 hourly rate of \$30.73 during the Class Period. Thus, a reasonable calculation of Defendant's
8 exposure for failing to pay for all hours worked is \$849,265 (1,050,905 shifts x .02 hours x
9 \$30.73/hr.).

10 25. Defendant argues that the rounding policy was neutral because it rounded both up
11 and down to the nearest quarter of an hour. Additionally, Defendant argues that some employees
12 benefited from the time rounding system by "gaming the system." Defendant further asserts that
13 Plaintiff cannot certify a class for unpaid wages and that any trial for such a claim would be
14 unmanageable as they require individualized inquiries into whether individual employees were
15 harmed or benefitted by the rounding policy and by how much. Thus, Defendant contends that
16 no monies are owed on this account, but adds that even if that were the case, estimation of 1.2
17 minutes of unpaid time for every shift worked for every employee is excessive.

18 26. According to Defendant, as the Court of Appeal has explained, "[u]nder this
19 standard, an employer's rounding policy is 'fair and neutral' if "'on average, [it] favors neither
20 overpayment nor underpayment'"; but such a policy is unacceptable if it "'systematically
21 undercompensate[s] employees'" because it "'encompasses only rounding down.'" (*Donohue v.*
22 *AMN Services, LLC* (2018) 29 Cal.App.5th 1068, 1084, quoting *See's Candy, supra*, 210
23 Cal.App.4th at pp. 901-902, 907.) In *See's Candy*, the court reasoned that if an employer's
24 rounding policy "is neutral, both facially and as applied, the practice is proper under California
25 law because its net effect is to permit employers to efficiently calculate hours worked without
26 imposing any burden on employees." (*See's Candy, supra*, 210 Cal.App.4th at p. 903.) Federal
27 and state appellate courts have applied this standard to California employers consistently. (*See*

1 *e.g., AHMC Healthcare, Inc. v. Superior Court* (2018) 24 Cal.App.5th 1014, 1023-1024
2 [rounding to nearest quarter hour]; *Silva v. See's Candy Shops, Inc.* (2016) 7 Cal.App.5th 235,
3 249 [rounding to nearest 10th of an hour]; *Corbin v. Time Warner Entertainment-*
4 *Advance/Newhouse Partnership* (9th Cir. 2016) 821 F.3d 1069, 1076 [rounding to nearest
5 quarter hour].)

6 27. As such, Plaintiff is informed and believes it reasonable, when considering Defendant's
7 defenses, and other attendant risks, to calculate the relief that could reasonably be expected to
8 be rewarded at trial to be approximately \$425,000, or 50% of the total exposure.

9 **Recovery of Damages for Non-Compliant Meal Periods**

10 28. While Defendant contends it maintained facially compliant meal period policies, Plaintiff
11 argued that she and other Class Members did not receive compliant meal periods as a result of
12 Defendant's staffing and scheduling practices, lack of coverage, and work demands. In that
13 regard, Plaintiff's expert extrapolated that there were an estimated 87,073 short meal periods,
14 178,707 late meal periods, and 69,945 missed meal periods.

15 29. In response, Defendant argued that employees were required to record actual meal period
16 start and end times in the timekeeping system; employees must attest to the accuracy of their
17 recorded time entries at the end of each pay period, including that any involuntarily missed meal
18 periods were accurately recorded; employees are required to provide advance notice to their
19 supervisor to avoid missed meal periods and that if, for any reasons an employee believes he/she
20 may not be able to make a meal period in accordance with company policy due to work
21 conditions, the employee must notify his/her supervisor in advance of missing the meal period
22 in which case the supervisor will make every effort to arrange for the employee to take the meal
23 period. If, after speaking with a supervisor, the work conditions still force the employee to forego
24 a meal period, the supervisor must record a "Missed Meals/Breaks" in the timekeeping system
25 for the employee to receive an hour of premium pay for that day.

26 30. As such, Plaintiff is informed and believes it reasonable, when taking into account
27 Defendant's defenses, and other attendant risks, a reasonable calculation of Defendant's
28

1 exposure for failing to provide meal periods is \$1,453,585 (69,924 missed meal periods x 1 hour
2 x \$30.73 average rate of pay). However, Defendant provided evidence that it also paid
3 approximately \$695,824 in meal premiums which should be credited to Defendant.

4 **Recovery of Damages for Non-Compliant Rest Periods**

5 31. Plaintiff asserts that she and other Class Members did not always receive compliant rest
6 breaks. Plaintiff asserts that as to all non-exempt employees, Defendant enforced scheduling and
7 staffing practices that effectively failed to authorize and permit all rest periods. Plaintiff's expert
8 extrapolated that there were 1,044,569 shifts (99.4%) above 3.5 hours and 986,665 shifts (93.9%)
9 above 6 hours. Plaintiff estimated that approximately one rest period per week was either late,
10 short or missed, including second or third rest periods, due to excessive work demands.

11 32. Defendant argued that it has compliant rest period policies, that putative class members
12 always took their rest breaks, were trained and reminded to take them, and that individual issues
13 predominate as to why rest periods were not taken (if not taken). Moreover, Defendant maintains
14 that putative class members were trained on Defendant's rest break policies, including, among
15 other things, the requirement for employees to notify Defendant of any policy violations. In sum,
16 Defendant holds that the inquiry is not properly amenable to class certification, cannot give rise
17 to a manageable trial given the individual inquiries necessary to determine *why* a rest period was
18 not taken.

19 33. Plaintiff recognizes Defendant's arguments that Class Members were authorized and
20 permitted to take rest periods and that the debatably facially compliant policy and practices may
21 present hurdles when moving to certify a class and demonstrating manageability. As such,
22 Plaintiff is informed and believes it reasonable, when taking into account Defendant's defenses,
23 the hurdles of certification, and other attendant risks, to calculate the relief that could reasonably
24 be expected to be rewarded at trial to be approximately \$6 million premised on 20% of the shifts
25 over 6 hours (i.e., failure to provide second rest periods).

27 **Wage Statement Violations**

28 34. Plaintiff contends that Class Members are entitled to recover penalties for Defendant's

1 alleged failure to issue compliant wage statements under Labor Code section 226, subdivision
2 (e). Plaintiff asserts that Defendant's wage statements did not comply with Labor Code § 226
3 based on the derivative impact of the failure to pay all wages owed in connection with alleged
4 unpaid wages (rounding), failure to pay meal period premiums, and failure to pay rest period
5 premiums.

6 35. A non-exempt employee suffering injury as a result of a knowing and intentional failure
7 by an employer to comply with Labor Code section 226, subdivision (a) is entitled to recover
8 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
9 violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent
10 pay period, with a maximum aggregate penalty of four thousand dollars (\$4,000). This claim
11 commands a one-year statute of limitations period, which would significantly limit this claim.

12 36. Defendant contends that the wage statements issued to the employees fully complied with
13 Labor Code section 226. Defendant argued that Plaintiff's claim, which is subject to only a one
14 year statute of limitations, is derivative of the underlying claims for unpaid wages and missed
15 meal and rest periods. However, in *Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th
16 1308, the Court of Appeal confirmed that a wage statement claim fails as a matter of law when
17 it is based on the alleged failure to show all wages purportedly "earned" but the wage statements
18 accurately reflect the wages paid to the employee.

19 37. Plaintiff understand the risks inherent in this claim should the underlying claims not be
20 certified or not succeed on the merits and the potential that a Court finds no injury occurred. As
21 such, Plaintiff is informed and believes it reasonable, when taking into account Defendant's
22 defenses, and other attendant risks, to calculate the relief that could reasonably be expected to
23 be awarded at trial to be \$256,000, premised on \$150 per class member for one initial violation
24 (\$50) and one subsequent violation (\$100).

25 **Waiting Time Penalties**

26 38. Pursuant to Labor Code sections 201, 202 and 203, each employee in the relevant
27 statutory period (i.e., three years before the filing of the initial Complaint) is entitled to 30 days'
28

1 worth of wages as a waiting time penalty for not being paid all wages upon the separation of
2 employment. Plaintiff alleges that penalties are owed under Labor Code section 203 due to, at
3 a minimum, Defendant's failure to pay wages for all hours worked and failure to pay meal and
4 rest premiums.

5 39. Plaintiff understands from information provided by Defendant that there were
6 approximately 1,640 separated employees during the Class Period. Thus, a reasonable
7 calculation of Defendant's exposure for waiting time penalties is approximately \$12,095,328
8 (premised on an average rate of pay of \$30.73 and 1,640 former employees ((\$30.73 x 8 hours x
9 30 days) x 1,640)).

10 40. Defendant once again maintains that no unpaid wages are owed as Defendant did not fail
11 to pay for all hours worked and no premiums were owed because meal and rest breaks were
12 provided. In addition, Defendant argues that the Court has broad discretion to award penalties
13 only upon a finding of willfulness under Labor Code section 203, which Plaintiff cannot establish
14 because Defendant's rounding practice is neutral. As such, Plaintiff is informed and believes it
15 reasonable, when taking into account Defendant's defenses, and other attendant risks, to
16 calculate the relief that could reasonably be expected to be awarded at trial to be approximately
17 \$3,023,832, or 25% of total exposure to account for the possibility that the Court would reduce
18 the waiting time penalties or award no penalties at all because the failure to pay wages was not
19 "willful."
20

21 **PAGA Penalties**

22 41. Plaintiff calculates from the time and payroll data provided that there were approximately
23 44,310 pay periods during the PAGA Period, including 19,673 pay period which potentially
24 impacted Plaintiff's rounding claim. Plaintiff's allegations under PAGA are substantially similar
25 to those brought in the Class Action (i.e., failure to pay wages, failure to provide meal and rest
26 periods, wage statement violations, and waiting time penalties).

27 42. Per PAGA, for the first pay period, the PAGA penalty is \$100 and for each subsequent
28 pay period, the PAGA penalty is \$200 per pay period. Plaintiff contends that there are at least

1 five PAGA violations amounting to a potential exposure of \$60,898,500.

2 43. Defendant, however, believes that no PAGA penalties are likely to be awarded and, even
3 if they were, the maximum exposure calculated by Class Counsel is vastly overstated.

4 44. Defendant also contends that only a \$100 per pay period penalty amount is appropriate.
5 Specifically, Defendant contends that until “notified that it is violating a Labor Code provision
6 ... the employer cannot be presumed to be aware that its continuing underpayment of employees
7 is a “violation” subject to penalties.” (*Amaral v. Cintas Corp. No. 2 [Amaral]* (2008) 163 Cal.
8 App. 4th 1157, 1209.) Thus, Defendant contends that subsequent violations in the PAGA context
9 means not just later in time but following notice to the employer that it is in violation of the
10 Labor Code. (*Patel v. Nike Retail Servs., Inc.* (N.D. Cal. 2014) 58 F.Supp.3d 1032, 1042; accord
11 *Amaral*, 163 Cal.App.4th at 1209 [only “after the employer has learned its conduct violates the
12 Labor Code, the employer is on notice that any future violations will be punished ... at twice the
13 rate of penalties ... that were imposed for the initial violation”].)

14 45. Defendant denies that a violation for each pay period can be established. Defendant states
15 that because the PAGA Action heavily relies on the same allegations made in the Class Action,
16 they are subject to the same defenses.

17 46. Thus, for the same reasons Defendant believes there will be no damages collectible in
18 the class action, no PAGA penalties would be awarded, either.

19 47. Defendant further asserts that individualized issues predominate the PAGA claims,
20 making the claims unmanageable for trial (despite Plaintiff’s contentions that there is no
21 manageability requirement for trial).

22 48. Finally, Defendant points out that there is no conduct shown by Plaintiff that would
23 demonstrate that any Labor Code violations by Defendant are knowing and intentional such that
24 PAGA penalties would be justified. Defendant contends that an award of PAGA penalties in
25 addition to class action damages is discretionary, and thus insists a Court is unlikely to exercise
26 its discretion to award any PAGA penalties in this Action where class action damages are
27 available to Class Members. Defendant further contend that such an award of PAGA penalties
28

1 in addition to class action damages would constitute an unjust, arbitrary, oppressive or
2 confiscatory double recovery.

3 49. While Plaintiff believes that it is possible to recover the subsequent violation rate for
4 penalties and that stacking is permissible, Plaintiff also understands the risks inherent should the
5 Court not exercise its discretion to grant any PAGA penalties, in addition to potential issues on
6 the merits, trial manageability, and the possibility that the Court does not permit stacking of
7 penalties or permit the use of the subsequent violation rate when providing penalties.

8 50. As such, Plaintiff is informed and believes it reasonable, when taking into account
9 Defendant' defenses, and other attendant risks, to calculate the relief that could reasonably be
10 expected to be rewarded at trial to be \$4,431,000, or \$100 per pay period.

11 **Conclusion**

12 51. When including derivative penalties, such as waiting time penalties, wage statement
13 violations, and discretionary PAGA penalties and making assumptions in Plaintiff's favor,
14 Plaintiff's view Defendant's maximum exposure to be in excess of \$30 million and reasonable
15 exposure in this matter as approximately \$11 million. In all, Plaintiff's counsel obtained a Gross
16 Settlement Amount of \$5,000,000. Class Counsel considers this to be, under these limited
17 circumstances, a fair, reasonable and adequate settlement for Class Members when considering all
18 issues and risks related to liability, the hurdles to class certification, the issues with manageability
19 at trial, the manner in which the availability of wage statement violations penalties have been put
20 at risk by the case of *Maldonado*, the discretionary nature of PAGA penalties, and considering the
21 case law regarding fair, reasonable, and adequate settlements. (*See, e.g., Officers for Justice v.*
22 *Civil Service Comm'n*, (9th Cir. 1992) 688 F.2d 615, 628 [(i)t is well-settled law that a cash
23 settlement amounting to only a fraction of the potential recovery does not ... render the settlement
24 inadequate or unfair"].) Considering approximately \$11 million in class damages and
25 approximately \$4 million in PAGA penalties, if taken through trial, a settlement of \$5,000,000 is
26 well within the range of reasonableness for settlement.

27 **THE PROPOSED ATTORNEYS' FEES AND COSTS ARE REASONABLE**

1 52. Class Counsel seeks an attorneys' fees award of \$1,666,666.67 which is one of the Gross
2 Settlement Amount and actual costs up to \$20,000. The requested fee falls well within the
3 historical range of attorneys' fee awards under the common fund theory, which is generally from
4 25% to 50%.

5 53. The requested fee is fair compensation for undertaking complex, risky, expensive, and
6 time-consuming litigation on a contingent fee basis. Indeed, this case was litigated over several
7 years and required extensive investigation with the help of Plaintiff and expert analysis of time
8 and payroll records; and months of exchanges between counsel of differing views regarding the
9 certifiability and merits of Plaintiff's claims.

10 54. Moreover, significant expense was expended, including filing fees; the utilization of
11 forensic consultants to help analyze time and payroll records, as well as to a full day mediation to
12 try to resolve the action, among other things.

13 55. Thus, the Court should preliminarily approve the requested attorneys' fees and costs, which
14 are justified by the results achieved, the complexity of the issues, the difficulty of the case, and the
15 great risk undertaken by Class Counsel. The requested attorneys' fees will not be opposed by
16 Defendant and are well within established guidelines.

17 **THE REQUESTED ENHANCEMENT AWARD TO THE NAMED PLAINTIFF AS**
18 **CLASS REPRESENTATIVE IS REASONABLE**
19

20 56. Plaintiff is entitled to a service payment for her service as a class representative, for her
21 willingness to bring the Action, for answering extensive questions by Class Counsel, providing
22 critical documentation, assisting with litigation, being available during mediation, and the risk in
23 being the named plaintiff. In addition, Plaintiff will be providing Defendant with a general release
24 (with the exception of claims pending in a separately filed aciton) of all claims in exchange for the
25 service payment. Defendant does not oppose the requested enhancement to Plaintiff.

26 57. Class Counsel can attest that Plaintiff devoted a great deal of time assisting them in this
27 case, communicated with counsel very frequently, and was a very valuable participant in the
28 strategy for and success in obtaining a resolution of this action. Plaintiff risked intrusive discovery

1 and the payment of employer costs. In the experience of Class Counsel, the typical enhancement
2 award in wage and hour class actions ranges from approximately \$2,500 to \$40,000, although
3 some awards are higher. Class Counsel seeks a service payment \$10,000.00 to Plaintiff for her
4 services, only 0.002 percent of the fund secured for the Class.

5 **CONDITIONAL CERTIFICATION FOR SETTLEMENT PURPOSES**

6 58. **Numerosity** - Defendant identified potential class members from the class list provided by
7 Defendant to Plaintiff and which Defendant has also agreed to provide to the Settlement
8 Administrator with all identifying information. The information provided by Defendant indicates
9 that there are 1,708 class members. This number far exceeds the minimum number of individuals
10 required to meet the numerosity requirement.

11 59. **Commonality** - In this litigation, common issues, without limitation, include whether
12 Defendant violated applicable wage and hour laws, *i.e.*, failed to pay wages based on improper
13 rounding; failed to provide meal periods; failure to authorize and permit rest periods; failed to
14 provide accurate wage statements; and failed to provide all wages upon termination or within 72
15 hours after resignation. Because there are common issues, this requirement is satisfied for
16 purposes of settlement.

17 60. **Typicality** - In this case, Plaintiff's claims are precisely the same as those of the class she
18 seeks to represent - like other members of the Class, Plaintiff was employed by Defendant during
19 the relevant time period as non-exempt employee and was subject to Defendant's policies
20 including rounding.

21 61. **Adequacy of Representation** - No conflicts, disabling or otherwise, exist between the
22 Class Representative and Class Members because Plaintiff has allegedly been damaged by the
23 same alleged conduct (*i.e.*, unlawful rounding) and thus has the incentive to fairly represent all
24 Class Members' claims to achieve the maximum possible recovery.

25 62. Class Counsel are experienced class action attorneys, have been appointed as class counsel
26 in other class actions, and have a successful track record in litigating class actions. After a
27
28

1 thorough investigation and settlement discussions, the Parties arrived at terms that they viewed
2 was in the best interest of both the Class Members and the Parties.

3 63. Plaintiff's goal has been realized via redress for the employees whose wage and hour rights
4 were violated. While Defendant denies liability, it has nonetheless agreed to settle the matter to
5 avoid any potential expense. Should the Court refuse to grant preliminary approval of this
6 Settlement, many of the Class Members may be denied any recourse for Defendant's alleged
7 violations.

8 64. **Superiority of Class Action** - This wage and hour class action is no exception and meets
9 all the criteria to deem it a superior vehicle for resolution of the issues it seeks to resolve. First, it
10 pertains to a uniform practice including rounding, which allows claims of many individuals to be
11 resolved at the same time, eliminates the possibility of repetitious litigation and affords small
12 claimants with a method of obtaining redress for claims which otherwise would be too insufficient
13 to warrant individual litigation. It is also brought by former employees who are not at the greater
14 risk of retaliation of current employees who are less likely to seek such redress for themselves.
15 Moreover, a class action would eradicate the concern of inconsistent rulings regarding the wage
16 and hour issues brought as part of this class action.

17 **Experience of Class Counsel**

18
19 65. In 1993, I graduated from the University of California, Los Angeles with a Bachelor of
20 Arts Degree. Following graduation, I attended Whittier Law School. In 1996, while a full-time
21 law student, I was also a full-time Judicial Extern for the Honorable Consuelo B. Marshall, United
22 States District Court, Central District. After approximately five months of service for Judge
23 Marshall, I became a full-time extern for the United States Attorney's Office, Central District of
24 California. My externship lasted for approximately five months. Thereafter, in 1997, I graduated
25 from Whittier Law School. The same year, I was admitted to practice law in the State of California.

26 66. From 1997 to 2007, I was a named partner at Hawkins & Sofonio, a law firm based out of
27 Irvine, California. At Hawkins & Sofonio, I pioneered the employment department litigating
28 plaintiff related employment issues such as: Wrongful Termination, Age Discrimination,

1 Disability, Wage and Hour and Sexual Harassment claims. Through the success and experience I
2 obtained litigating employment related matters, I commenced litigating Wage and Hour Class
3 Actions in 2002. Since then, I have spent the vast majority of my practice litigating Wage and
4 Hour Class Actions.

5 67. In 2007, I incorporated my wage and hour class action practice as James Hawkins, APLC.
6 Since its inception, this law firm has been exclusively involved in class action and complex
7 litigation. In 2009, I opened an additional office in Miami, Florida, prosecuting wage and hour
8 class actions. Since 2002, I have been lead or co-lead counsel in all of the cases listed in below.

9 68. Although not an all-inclusive list, the following cases sets forth many of the class actions
10 which I have handled as lead and/or co-lead counsel over the years: *Mojica v. Compass Group,*
11 *Inc., et. al.* USDC Central District, Case No. 8:13-cv-01754; *Dao v. 3M Company, et al.* USDC,
12 Central District, Case No. CV-08-04554; *Ortiz v. Kmart, USDC, Central District, Case No. SACV*
13 *06-638 ODW; Morgan v. Aramark Campus, LLC, USDC, Central District, Case No. SACV08-*
14 *00412; West v Iron Mountain Information Management, Inc, et. Al,* Los Angeles County Superior
15 Court, Case No. BC393709; *Gonzalez v. Superior Industries International, Inc., et al.,* Los Angeles
16 County Superior Court, Case No. BC 357912; *Acosta v. Fleetwood Travel Trailers of California,*
17 *Inc., et al.,* Riverside County Superior Court, Case No. RIC 440630; *Walker v. Sharkeez, et al.,*
18 Orange County Superior Court, Case No. 05CC00293; *Padron v. Universal Protection Service, et*
19 *al.,* Orange County Superior Court, Case No. 05CC00013; *Martinez v. Securitas Security Services*
20 *USA, et al.,* Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460;
21 *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.,* Riverside Superior Court, Case No. RIC
22 420909; *Ruiz, et al. v. Unisource Worldwide, Inc., et al.,* USDC, Central District, Case No. CV09-
23 05848; *Herrador v. Culligan International Company, et al.,* USDC, Central District, Case No.
24 SACV 08-680; *Defries v. Domain Restaurants, et al.,* Orange County Superior Court, Case No.
25 05CC00128; *Denton v. BLB Enterprises, Inc., et al.,* Orange County Superior Court, Case No.
26 07CC01292; *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.,* Los Angeles Superior
27 Court, Case No. BC411477; *McMurray v. Dave and Busters, Inc., et al.,* Orange County Superior
28

1 Court, Case No. 06CC00099; *Osuna v. DFG Restaurants, Inc., et al.*, Los Angeles Superior Court,
2 Case No. BC 330145; *Burns v. Gymboree Operations, Inc., et al.*, San Francisco Superior Court,
3 Case No. CGC-07-461612; *Willems v. Diedrich Coffee, Inc., et al.*, Orange County Superior Court,
4 Case No. 07CC00015; *Davila, et al. v. Beckman Coulter, Inc., et al.*, Orange County Superior
5 Court, Case No. 07CC01347; *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles
6 Superior Court, Case No. BC387088; Coordination Proceeding Special Title [Rule 1550(b)]
7 *Wackenhut Wage and Hour Cases*, Los Angeles Superior Court, Case No. JCCP 4545; *Placencia*
8 *v. Amcor Packaging Distribution, Inc.*, Orange County Superior Court, Case No. 30-2013-
9 00694012-CU-OE-CXC; *Trani v. Lisi Aerospace, et al.*, Los Angeles Superior Court, Case No.
10 BC495527; *Galvan v. Goodwin Co.*, Orange County Superior Court, Case No. 30-2013-00637062-
11 CU-OE-CXC; *Reyes v. Bristol Fiberlite*, Orange County Superior Court, Case No. 30-2013-
12 00653425-CU-OE-CXC; *Gutierrez v. HMT Tank*, USDC Central Dist., Case No. CV14-1967-
13 CAS(MANx); *Williams v. Il Fornaio America Corp.*, Sacramento County, Case No. 34-2011-
14 0009616; *Aguilar v. 7-Eleven, Inc.*, Orange County, Case No. 30-2009-002687141-CU-OE-CXC;
15 *Madrigal v. Huntington Beach Market Broiler, Inc.*, Orange County, Case No. 30-2012-00611260;
16 *Vang v. Jazz Semiconductor, Inc.*, Orange County, Case no. 30-2011-00460278; *Cano v. Financial*
17 *Statement Services, Inc.*, Orange County, Case No. 30-2013-00653349-CU-OE-CXC; *Gonzalez v.*
18 *Quality Aluminum Force, LLC*, Orange County, Case No. 30-2015-00817941-CU-OE-CXC;
19 *Smith v. Space Exploration Technologies Corp.*, Los Angeles County Case No. BC554258;
20 *Madrigal v. Balda C Brewer, Inc.*, 30-2015-00820218-CU-OE-CXC.

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct this 26th day of May, 2023, at Irvine, California.

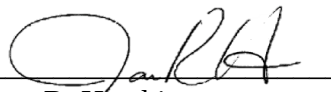
24 
25 James R. Hawkins
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27
28

EXHIBIT 2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Taniya Abron (“Plaintiff”) and Defendant University Healthcare Alliance (“UHA” or “Defendant”). The Agreement refers to Plaintiff and UHA collectively as “Parties,” or individually as a “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against UHA captioned *Taniya Abron v. University Healthcare Alliance* pending in the Superior Court of the State of California, County of Alameda, Case No. RG20066438.

1.2. “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means all persons employed by UHA in California and classified as a non-exempt who worked for UHA during the PAGA Period.

1.5. “Class” means “all persons who, for the four years prior to the filing of this class action to the present, are, or have been, employed by Defendant in State of California as non-exempt employees”

1.6. “Class Counsel” means James R. Hawkins and Christina M. Lucio of James Hawkins APLC.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in UHA’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from June 30, 2016 to March 11, 2022.

1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Alameda.

1.16. "UHA" means named Defendant University Healthcare Alliance.

1.17. "Defense Counsel" means Michael D. Bruno and Rachel Wintterle of Gordon Rees Scully Mansukhani, LLP.

1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means Five Million Dollars (\$5,000,000) which is the total amount UHA agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

- 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments or Individual PAGA Payments.
- 1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for UHA for at least one day during the PAGA Period.
- 1.31. "PAGA Period" means the period from June 30, 2019 to March 11, 2022.
- 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).
- 1.33. "PAGA Notice" means Plaintiff's June 30, 2020 letter to UHA and the LWDA and Plaintiff's July 15, 2022 amended letter to UHA and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount of up to \$250,000, allocated 25% to the Aggrieved Employees (\$62,500) and the 75% to LWDA (\$187,500) in settlement of PAGA claims.
- 1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. "Plaintiff" means Taniya Abron, the named plaintiff in the Action.
- 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. "Released Class Claims" means all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the

course of the Action including any and all claims involving alleged (a) failure to pay hourly wages for all hours worked; (b) failure to pay overtime wages; (c) failure to provide meal periods; (d) failure to authorize and permit rest periods; (e) failure to timely pay wages during employment and/or upon separation of employment; (f) failure to provide accurate wage statements and/or failure to maintain payroll records; and (g) unfair business practices premised on the foregoing.

1.40. "Released PAGA Claims" means all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action including any and all claims involving alleged (a) failure to pay wages for all hours worked; (b) failure to pay overtime wages; (c) failure to provide meal periods; (d) failure to authorize and permit rest periods; (e) failure to timely pay wages during employment and/or upon separation of employment; and (f) failure to provide accurate wage statements and/or failure to maintain payroll records.

1.41. "Released Parties" means: UHA and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, joint venturers, and affiliates.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45. "Workweek" means any week during which a Class Member worked for UHA for at least one day, during the Class Period.

2. RECITALS.

2.1. On June 30, 2020, Plaintiff commenced this Action by filing a Complaint alleging causes of action against UHA for: (1) failure to pay wages for all hours worked; (2) failure to timely pay wages due at termination; (3) failure to provide accurate itemized wage statements; and (4) violation of California's unfair competition law. On September 9, 2020, Plaintiff filed a First Amended Complaint and on September 28, 2022, Plaintiff filed a Second Amended Complaint alleging causes of action against UHA for: (1) failure to pay wages for all hours worked; (2) failure to provide lawful meal periods; (3) failure to authorize and permit lawful rest periods; (4) failure to timely pay wages due at termination; (5) failure to provide accurate itemized wage statements; (6) violation of California's unfair competition law; and (7) enforcement of California Labor Code § 2698, *et seq.* ("PAGA"). The Second Amended Complaint is the operative complaint in the Action (the "Operative Complaint.") UHA denies the allegations in the Operative Complaint,

denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to UHA and the LWDA by sending the PAGA Notices.

2.3. On March 11, 2022, the Parties participated in an all-day mediation presided over by mediator Tripper Ortman. The Parties did not reach an agreement at mediation. On May 16, 2022, the mediator made a mediator's proposal which both Parties accepted on May 17, 2022, resulting in the settlement that is reflected in this Agreement.

2.4. Prior to mediation, UHA provided class-wide data, documents, and information permitting Plaintiff and her lawyers to fully evaluate class-wide exposure. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, UHA promises to pay Five Millions Dollars (\$5,000,000) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. UHA has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to UHA.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). UHA will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS

Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 (33.33%), which is currently estimated to be \$1,666,666 and a Class Counsel Litigation Expenses Payment of not more than \$20,000. UHA will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds UHA harmless, and indemnifies UHA, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$18,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$18,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The other 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of interest and penalties claims (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$250,000 to be paid from the Gross Settlement Amount, with 75% (\$187,500) allocated to the LWDA PAGA Payment and 25% (\$62,500) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks. Based on a review of its records to date, UHA estimates there are 1,708 putative Class Members who collectively worked a total of 284,986 Workweeks.

4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, UHA will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet(s). To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. UHA has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which UHA must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. UHA shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay UHA's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after UHA funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will

cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). However, if the Court does not approve the transmission of the funds to the California Controller's Unclaimed Property Fund in the name of the Class Member, then the funds shall be distributed to *cy pres* recipient Legal Aid at Work.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate UHA to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASES OF CLAIMS.

Effective on the date when UHA fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1 Plaintiff's Release. With the exception only of the claims currently pending in Plaintiff Taniya Abron's separately filed individual lawsuit against United Healthcare Alliance in Alameda Superior Court, Case No. HG21094081, Plaintiff unconditionally, irrevocably and absolutely releases and discharges UHA and its present or former employees, directors, officers, agents, attorneys, parents subsidiaries, affiliates, successors, owners, assigns, and all other representatives of UHA (collectively, "Released Parties"), from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims (including attorneys' fees and costs), liabilities and demands of whatsoever kind and character that Plaintiff may now or hereafter have against the Released Parties arising from incidents or events occurring on or before the final settlement approval of this

agreement, and these claims shall collectively be referred to hereafter as "Released Claims." To the extent permitted by law, this release is intended to be interpreted broadly to apply to all transactions and occurrences between Plaintiff and any of the Released Parties, including but not limited to any and all claims related to Plaintiff's employment with the UHA, including the employment conditions and separation from employment with, and all other losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected with this Action and/or any transactions or occurrences with Released Parties. Plaintiff's Released Claims include, without limitation, any claims under the laws of contract or tort, the common law, the state or federal Constitution, any state or federal statutes (including, without limitation, the California Fair Employment and Housing Act, the California Civil Code, the California Government Code, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination in Employment Act), and any claimed predicated on a policy of the UHA. Released Claims include all claims for physical injuries, illness, damage or death, and all claims for attorneys' fees, costs, and expenses. Notwithstanding the foregoing, Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period, or any claims that cannot lawfully be waived or released by private agreement. Plaintiff further acknowledges that she is not owed any additional monies and acknowledges that she may discover facts or law different from, or in addition to, the facts or law that she knows or believes to exist with respect to Released Claims. Plaintiff agrees, nonetheless, that her general release of claims and this Agreement shall be and remain effective in all respects notwithstanding such different or additional facts or law. Plaintiff's Release does not extend to any claims in her pending lawsuit against UHA in Alameda Superior Court Case No. HG21094081, any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences after the date of the Parties signatures on this Agreement. All rights and remedies in Taniya Abron's individual lawsuit are expressly reserved and not part of this release notwithstanding anything to the contrary herein.

6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Sections 1542. Except as specifically excluded in Paragraph 6.1, Plaintiff expressly acknowledges and agrees that the releases contained in this Agreement include a waiver of all rights under Section 1542 of the California Civil Code. This statute reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff acknowledges that she has read all of this agreement and her general release contained herein, including the above Civil Code section, and that she fully understands both the Agreement and the Civil Code section. Plaintiff waives any benefits and rights granted to her pursuant to Civil Code section 1542.

6.2 Release by Participating Class Members Who Are Not Aggrieved Employees: As of the Effective Date and UHA's funding of the Gross Settlement Amount, all Participating Class Members shall waive and forfeit, and be deemed to have fully, finally and forever released and discharged all Released Claims against all Released Parties. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release UHA, its present or former employees, directors, officers, agents, attorneys, parents, subsidiaries, affiliates, successors, owners, assigns, and all other representatives of UHA ("Released Parties") from any and all claims that were asserted in the Action, or that arise from the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in Plaintiff's Complaint, First Amended Complaint, Second Amended Complaint, or letters to the LWDA (the "Action") regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law ("the Released Claims"). The Released Claims specifically include, but are not limited to Labor Code §§ 201, 202, 203, 204, 218.6, 226, 226.7, 510, 512, 1194, 1197, the related IWC Wage Order No. 1-2001, C.C.P. § 1021.5, and Business & Professions Code §§ 17200, *et seq.* claims based on alleged violations of these Labor Code and Wage Order provisions and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action. This includes claims for (1) failure to pay wages for all hours worked; (2) failure to provide lawful meal periods; (3) failure to authorize and permit lawful rest periods; (4) failure to timely pay wages due at termination; (5) failure to provide accurate itemized wage statements; (6) violation of California's unfair competition law; and (7) all related violations of the applicable Wage Orders; and (8) interest, fees, and costs. The enumeration of these specific statutes shall neither enlarge nor narrow the scope of *res judicata* based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in any Complaint on file in the Action. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

6.3 Intentionally Left Blank.

6.4 PAGA Release. Pursuant to the requirements of Labor Code sections 2698, *et seq.*, Plaintiff is the designated agent of the California Labor and Workforce Development Agency ("LWDA"), and is proceeding as a private attorney general by bringing this enforcement action to recover civil penalties pursuant to Labor Code sections 201, 202, 203, 204, 206, 206.5, , 210, 218.5, 218.6, 226, 226.2, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 2699, and the applicable IWC Wage Orders, on behalf of the LWDA and the group of aggrieved employees herein defined as PAGA Member(s) for the facts and theories set forth in the Plaintiff's Complaint, First Amended Complaint, Second Amended Complaint, or letter(s) to the LWDA.

The Parties agree, and Plaintiff agrees, that upon the Effective Date, the LWDA shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, released the Released Parties from any claim for civil penalties arising out of the Released Claims or specifically enumerated in the preceding paragraph. As consideration for this release, the LWDA

shall receive 75% of the PAGA Payment, consistent with the requirements of the Labor Code sections 2698, *et seq.*

The PAGA members shall forever waive the right to proceed as a Private Attorney General on behalf of the LWDA in connection with any of the Released Claims or the specifically enumerated statutes identified in paragraph 6.2, that are based on facts and circumstances that occurred during the PAGA period. PAGA members shall receive a 25 percent share of the PAGA payment consistent with the requirements of the Labor Code sections 2698, *et seq.*

7. MOTION FOR PRELIMINARY APPROVAL.

The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

7.1 UHA’s Declaration in Support of Preliminary Approval. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Preliminary Approval, UHA will prepare and deliver to Class Counsel a signed Declaration from UHA and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and UHA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 60 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for

Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4 Notice to Class Members.

8.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

8.4.2 Using best efforts to perform as soon as possible, and in no event later than 30 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a

forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, UHA or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks (if any) and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney at their own expense to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,

Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

8.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.8.6 Final Report by Settlement Administrator. Within 14 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 14 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. CLASS SIZE ESTIMATE AND ESCALATOR CLAUSE.

UHA represents that there are 1,708 Class Members and 284,986 Total Workweeks during the Class period. This is a material term of the Settlement. If the Total Workweeks is determined to be greater than 284,986, the Gross Settlement Amount shall increase proportionally. For example, if the Total Workweeks is determined to be 5% more than 284,986, as verified by the Settlement Administrator, the Gross Settlement Amount shall increase by 5% (i.e. \$250,000) and Class Counsel's Fees and the PAGA Penalties shall be calculated as a percentage of the adjusted Gross Settlement Amount.

10. UHA'S RIGHT TO WITHDRAW.

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, UHA may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if UHA withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, UHA will remain responsible for paying all Settlement Administration Expenses incurred to that point. UHA must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11. MOTION FOR FINAL APPROVAL.

Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT.

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS.

13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by UHA that any of the allegations in the Operative Complaint have merit or that UHA has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that UHA's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, UHA reserves the right to contest certification of any class for any reasons, and UHA reserves all available defenses to the claims in the Action, and

Plaintiff reserves the right to move for class certification on any grounds available and to contest UHA's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, UHA and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, UHA and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and UHA, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

13.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

13.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

13.8 No Tax Advice. Neither Plaintiff, Class Counsel, UHA nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by UHA in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from UHA unless, prior to the Court's discharge of the Administrator's obligation, UHA makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

13.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

13.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

James R. Hawkins
Christina M. Lucio
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676
james@jameshawkinsaplc.com
christina@jameshawkinsaplc.com

To UHA:

Michael D. Bruno
Rachel Winterle
GORDON REES SCULLY MANSUKHANI, LLP
275 Battery Street, Suite 2000
San Francisco, CA 94111
Telephone: (415) 986-5900
Facsimile: (415) 986-8054
mbruno@grsm.com
rwinterle@frsm.com

13.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

[Continued on next page.]

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: Aug 15, 2023

TANIYA ABRON


Taniya Abron (Aug 15, 2023 12:45 PDT)

Dated: _____

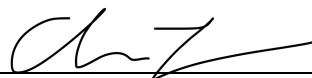
UNIVERSITY HEALTHCARE ALLIANCE

Name:

Title:

Dated: August 15, 2023

JAMES HAWKINS APLC



James R. Hawkins
Christina M. Lucio

Attorneys for Plaintiff
TANIYA ABRON and the Settlement Class

Dated: _____

GORDON REES SCULLY MANSUKHANI, LLP

Michael D. Bruno
Rachel Wintterle

Attorneys for Defendant
UNIVERSITY HEALTHCARE ALLIANCE

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: _____

TANIYA ABRON

Dated: August 17, 2023

UNIVERSITY HEALTHCARE ALLIANCE

DocuSigned by:
Rochelle Noone
6809D897CA02406...

Name: Rochelle Noone

Title:

Vice President HR, Diveristy

Dated: _____

JAMES HAWKINS APLC

James R. Hawkins

Christina M. Lucio

Attorneys for Plaintiff

TANIYA ABRON and the Settlement Class

Dated: 8.17.23

GORDON REES SCULLY MANSUKHANI, LLP

Michael D. Bruno

Rachel Wintterle

Attorneys for Defendant

UNIVERSITY HEALTHCARE ALLIANCE

EXHIBIT 3

4 June 2020

Trends in Wage and Hour Settlements: 2019 Update

By **Dr. Stephanie Planchich**
and **Janeen McIntosh**¹

This update adds five years of data to the civil wage and hour settlement study we released in July 2015, extending our database through December 2019. The underlying allegations include misclassification of employees, failure to provide meals and/or breaks, working off-the-clock, tip pooling, and/or time spent donning and doffing protective equipment. Cases alleging one or more of these violations may be brought under state law or the federal Fair Labor Standards Act (FLSA) by current and/or former employees who seek compensation for unpaid hours. For this year's update, we track trends in wage and hour settlements over the past 10 years, looking across industries, types of allegations, and states.

Highlights:

- Our database now contains 987 wage and hour settlements over the decade ending in December 2019, averaging 99 settlements per year. The aggregate amount paid for these cases was \$5.3 billion, including \$667 million in 2015, \$913 million in 2016, \$517 million in 2017, \$347 million in 2018, and \$741 million in 2019.²
- A jump in the average settlement value per case occurred in 2019, with cases settling for an average of \$8.2 million. This increase followed a dip in 2018 when the average settlement value was \$5.0 million. At the same time, 2019 saw an increase in the number of cases settled. We identified 92 settlements in 2019, a 26% increase from the 73 cases settled in 2018.
- For a subset of cases in our data, we observe the number of plaintiffs and the number of years in the class period. Within this subset, the average settlement value per plaintiff per class year spiked to \$3,339 in 2018 but fell back to \$1,412 in 2019, a value that is consistent with the 2015–2017 average of \$1,264.³

- Overtime violations remain the most common allegation in our settlement data, consistently accounting for about 40% of settled cases across the entire 2010–2019 period. On the other hand, the proportion of settled cases, including allegations of minimum wage and off-the-clock work violations, has not been as stable, varying from year to year. An increase in the proportion of settlements involving minimum wage allegations occurred in the last five years, with a corresponding relative decrease in settlements with off-the-clock allegations.
- Over the past decade, the Retail Industry has consistently had high annual aggregate settlement dollars and high average settlement values per case. In 2015 and 2016, however, several large settlements in the Transportation/Shipping Industry resulted in this industry having the largest proportion of total settlement dollars over the last decade.

Number of Settlements: Trends in Settlement Value

- The number of wage and hour cases settled spiked in 2016, with over 150 cases, nearly double the number of cases settled in the lowest year in our database, 2013. Since then, the number of cases settling each year has returned to pre-2016 levels, with 102 cases settled in 2017, 73 cases settled in 2018, and 92 cases settled in 2019.
- In 2019, the average settlement value for a wage and hour case increased to \$8.2 million, a 64% increase from the 2018 average and a 51% increase from the 2017 average. Over the last three years, the average settlement value was \$6.3 million, higher than the decade average of \$5.8 million.
- The median settlement value has continued to show year-to-year variation. Over the last three years, the median settlement value has ranged from a low of \$2.5 million in 2018 to a high of \$3.0 million in 2019. These median settlement values are more than double the median values observed earlier in the decade.
- In recent years, there has been a downward trend in the proportion of cases settling for under \$2.5 million. In 2016, approximately 60% of cases settled for less than \$2.5 million, compared to 44% in 2019.

Figure 1. **Nearly 1,000 Wage and Hour Cases Settled Over the Last 10 Years**
January 2010–December 2019

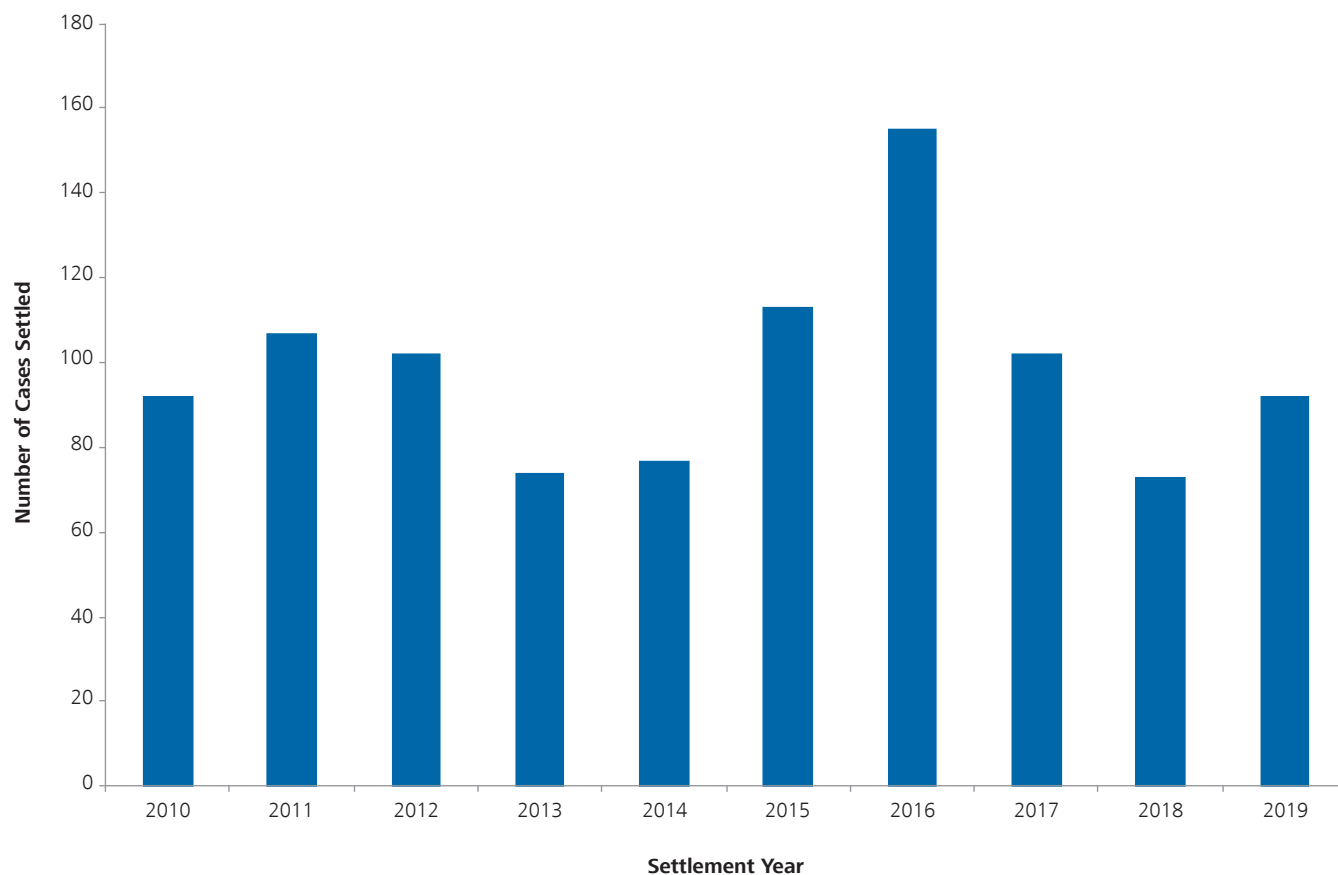


Figure 2. **The Average Settlement Jumped to More than \$8 Million in 2019, Up from \$5.0 Million in 2018**
January 2010–December 2019

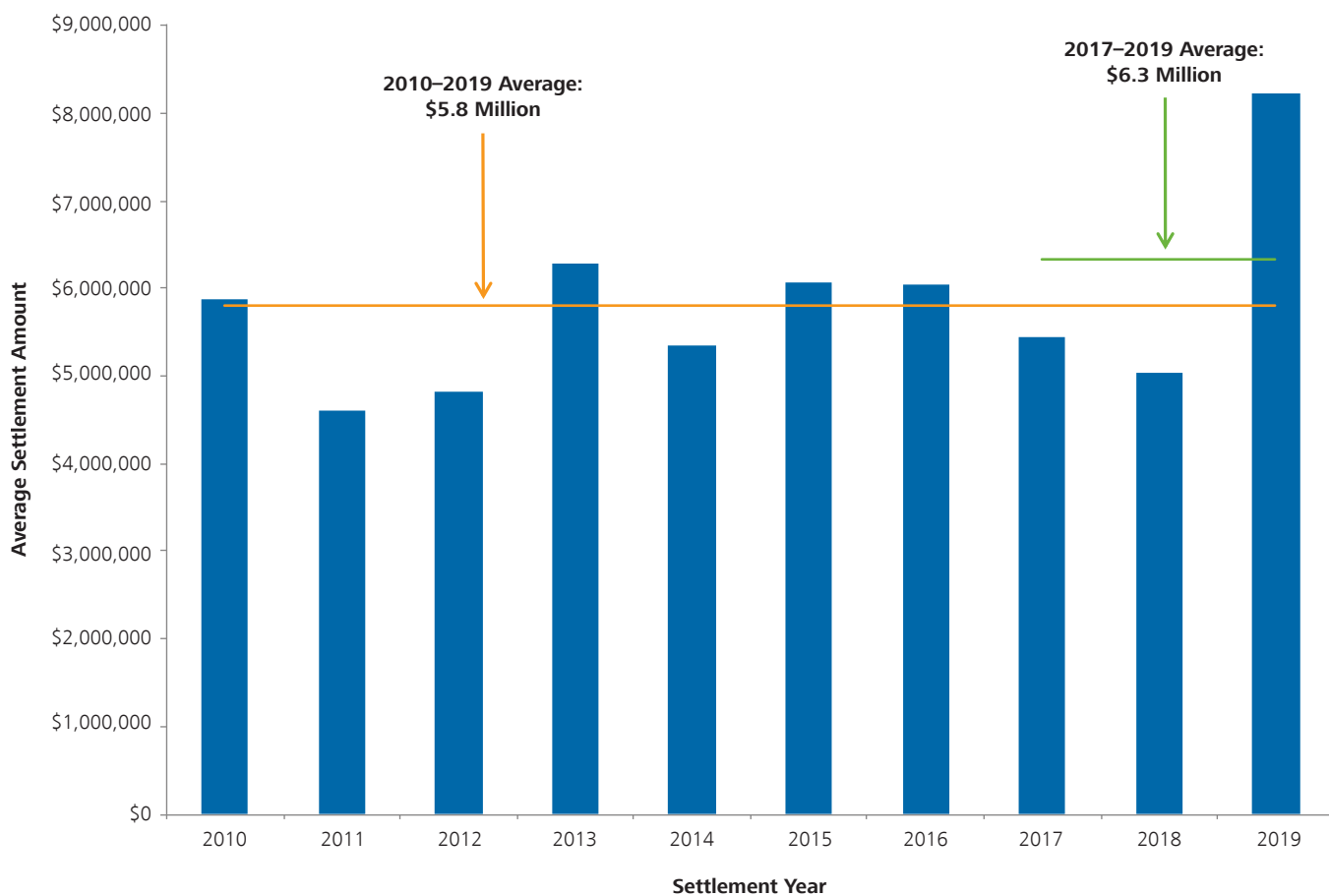


Figure 3. **Median Settlement Approached \$3 Million in 2017–2019**
January 2010–December 2019

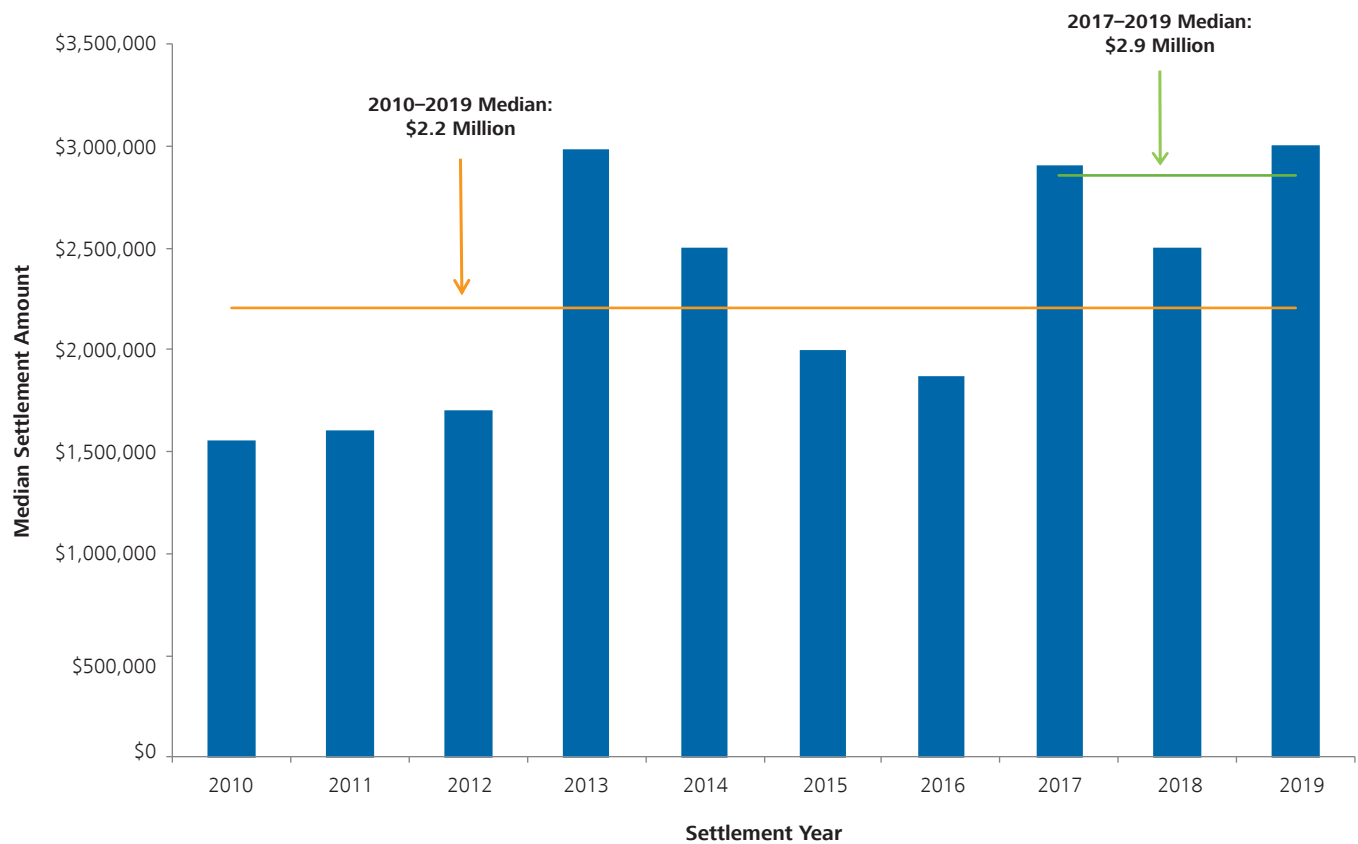
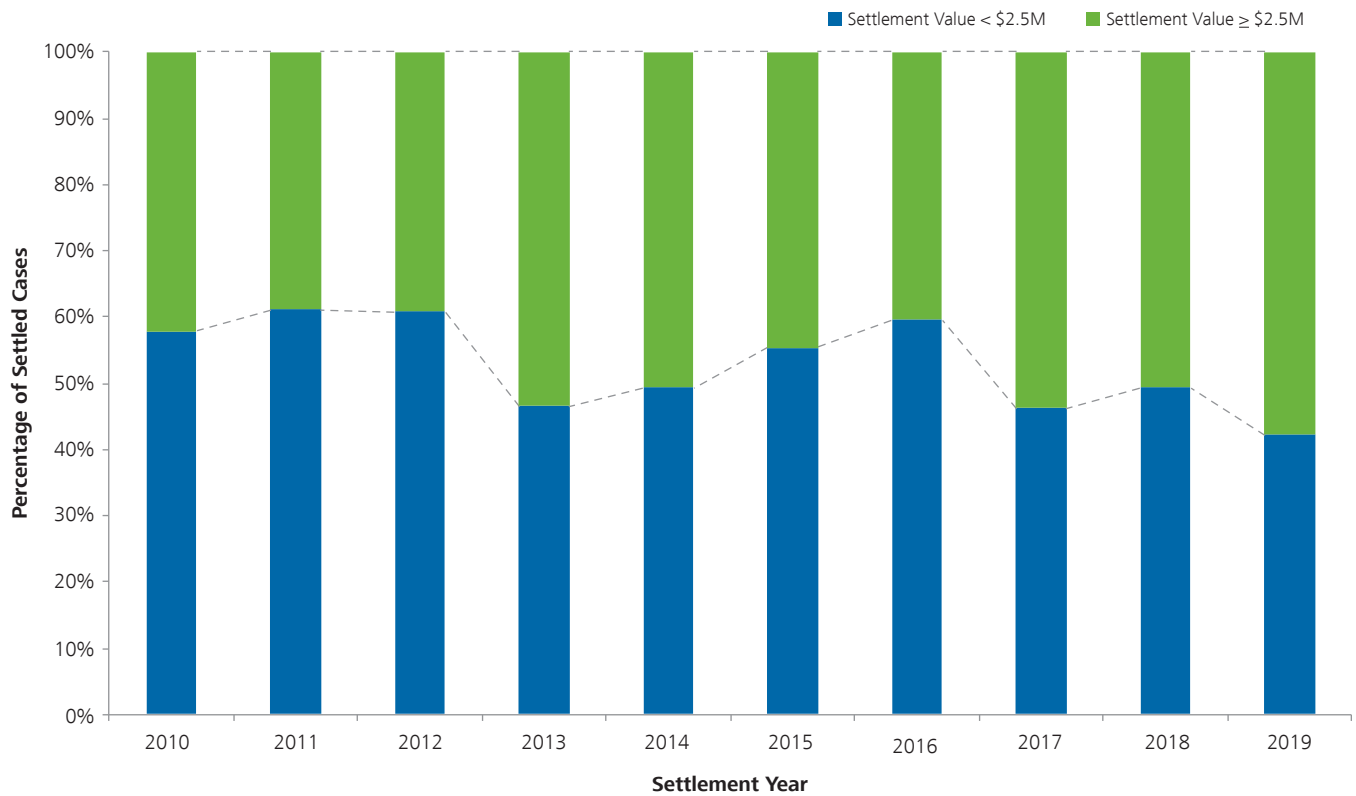


Figure 4. **The Proportion of Settlements Less than \$2.5 Million Has Declined in Recent Years**
January 2010–December 2019



Data and Methodology

For this update, our database includes 987 settlements for wage and hour cases, obtained from articles published in *Law360* between 1 January 2010 and 31 December 2019, as well as a review of the Seyfarth Shaw annual litigation reports for 2010 through 2019. When the information available from these sources for particular cases was incomplete, additional case-specific details were obtained from Factiva. In addition to settlement value, the data extracted includes case-specific information such as industry, allegations, number of plaintiffs, length of class period, and jurisdiction, when available. While this data collection methodology yielded a substantial number of wage and hour settlements, particularly those with large settlement amounts and/or large classes, it is not necessarily comprehensive.

Average Wage and Hour Settlements: Trends per Plaintiff and per Class Period Year

- For 75% of the 987 settled cases in our database, we were able to obtain the settlement value and number of plaintiffs. Some cases were for single plaintiffs and, for others, the class size was as large as 3.2 million plaintiffs. The average settlement per plaintiff ranged from less than \$5.00 to over \$1 million. Although settlements with more plaintiffs tended to have higher total settlement values, these cases typically had lower settlement values per plaintiff.
 - The proportion of settlements with a large class size, defined as 10,000 or more plaintiffs, has continued to be low, representing 9.1% of the 2019 settlements. This is a modest increase from the decade low of 5% for cases settled in 2012 but below the high of 16% of cases with a large class size in 2014.
- Though the annual average settlement value per case was relatively steady between 2010 and 2018, the annual average settlement per plaintiff nearly tripled between 2014 and 2018, from \$4,501 to \$13,332. In 2019, in contrast, the average settlement value per case increased but was accompanied by a decrease in the average settlement value per plaintiff.
- The median settlement per plaintiff was \$2,500 in 2015 and \$2,651 in 2016, slightly lower than the 2017 median of \$3,093. In 2018, the median fell to \$1,829, but then increased in 2019 to \$3,546.
- Among cases settled over the last 10 years, 85% had class periods of seven years or fewer. Both the median and average class period length in our data was five years.
- We were able to identify the number of plaintiffs, the settlement amount, and the number of years covered by the class period for approximately 44% of our settlements from 2010–2019.
- Much like cases with relatively more plaintiffs, cases with longer class periods tend to have larger total settlements but also lower settlements per plaintiff per class year. In fact, the average settlement per plaintiff per class year for cases with class periods of five years and under is \$1,688, which is more than double the average settlement per plaintiff per class year for cases with class periods of more than five years, \$787.
- After falling to a record low of approximately \$650 in 2014, the average settlement value per plaintiff per class year remained above \$1,000 through 2019 and spiked to more than \$3,000 in 2018. However, this average did not persist in 2019 as the average settlement value per plaintiff per class year decreased and was in line with the pre-2018 levels.

Figure 5. **Cases with Fewer than 5,000 Plaintiffs Accounted for More than Two-Thirds of Settlements**
January 2010–December 2019

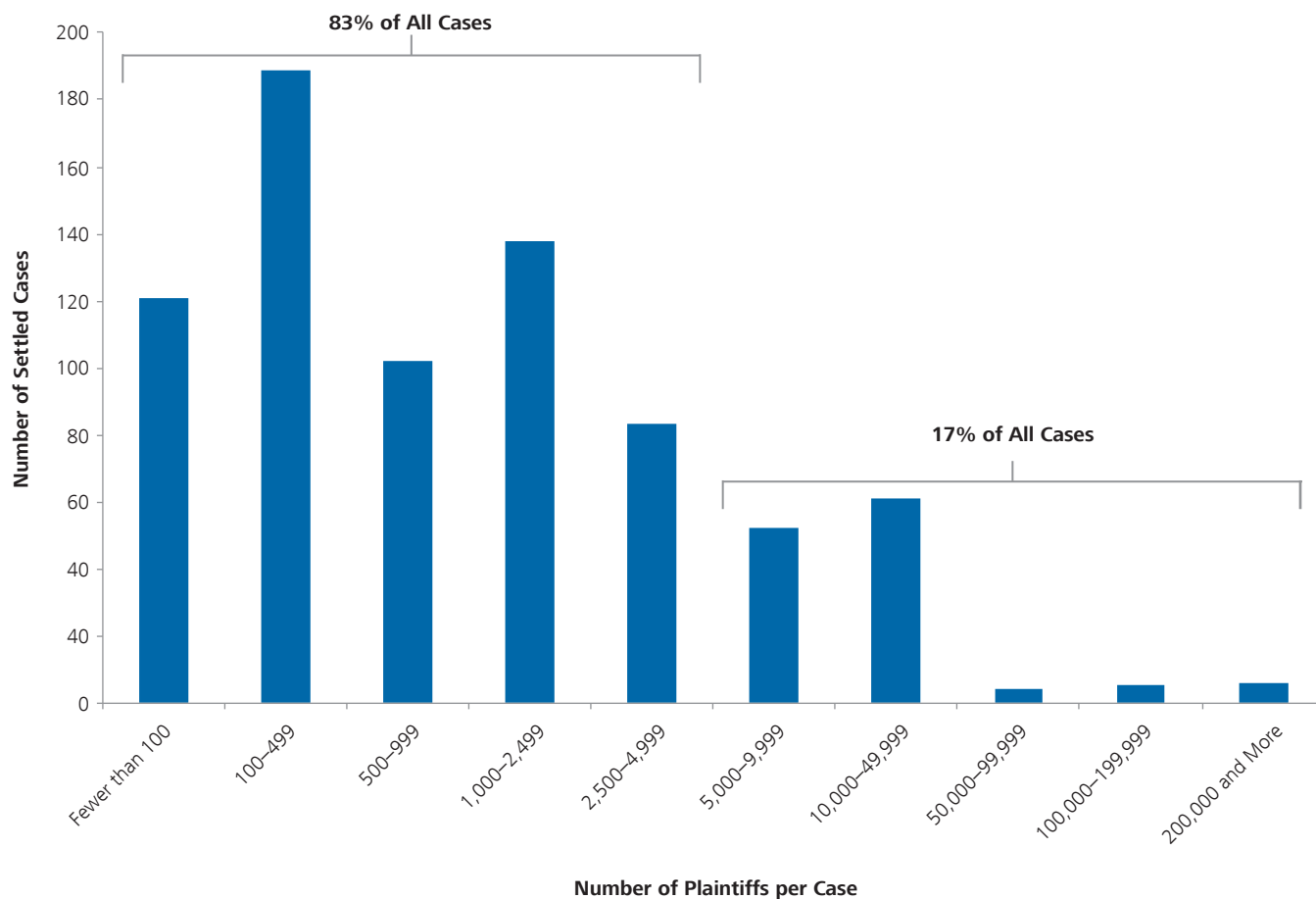


Figure 6. **On Average, 9% of Settlements Were for Cases with 10,000 or More Plaintiffs**
January 2010–December 2019

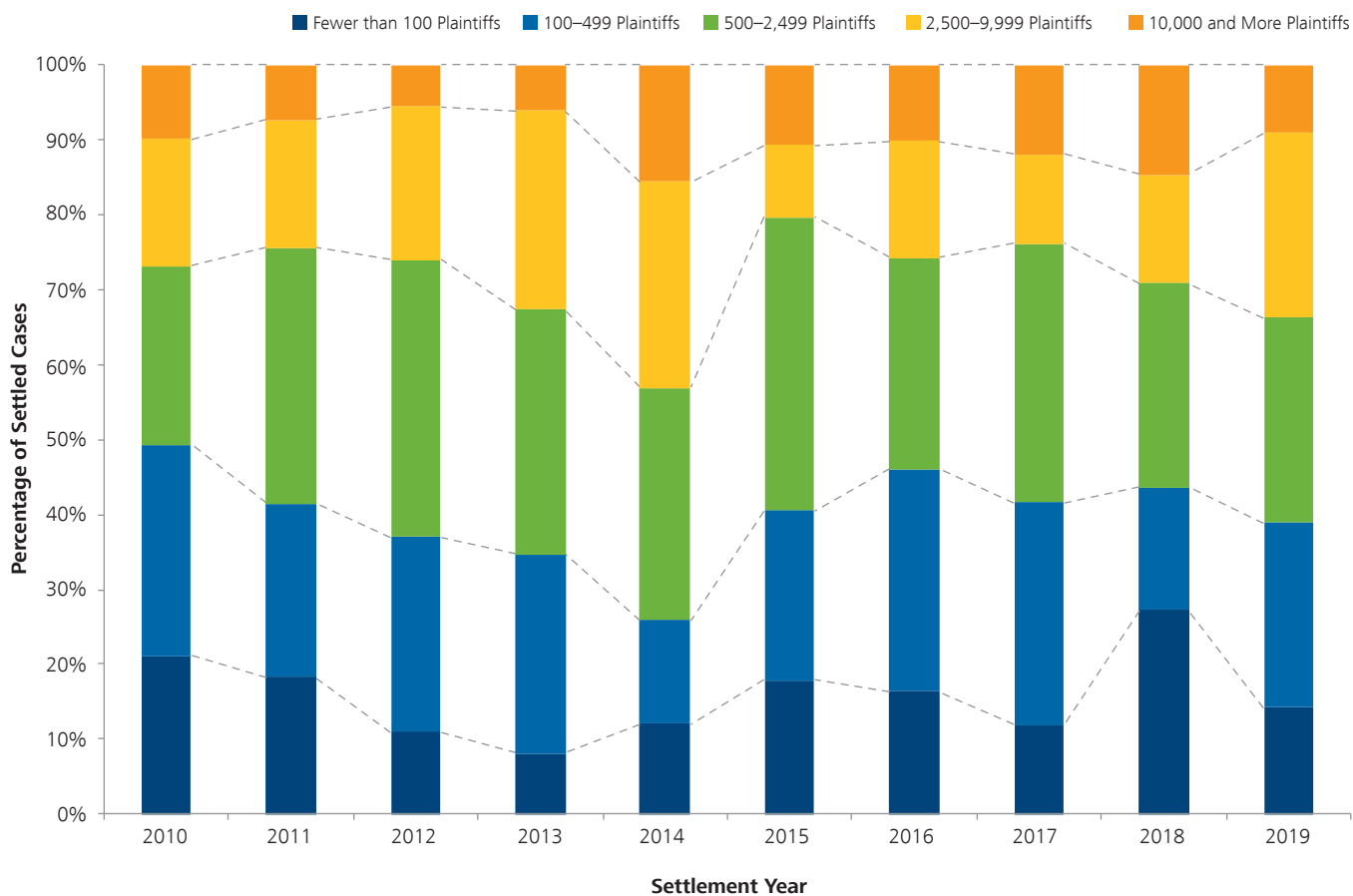


Figure 7. **The Average Settlement Value per Plaintiff Hit a High of \$13,332 in 2018**
January 2010–December 2019

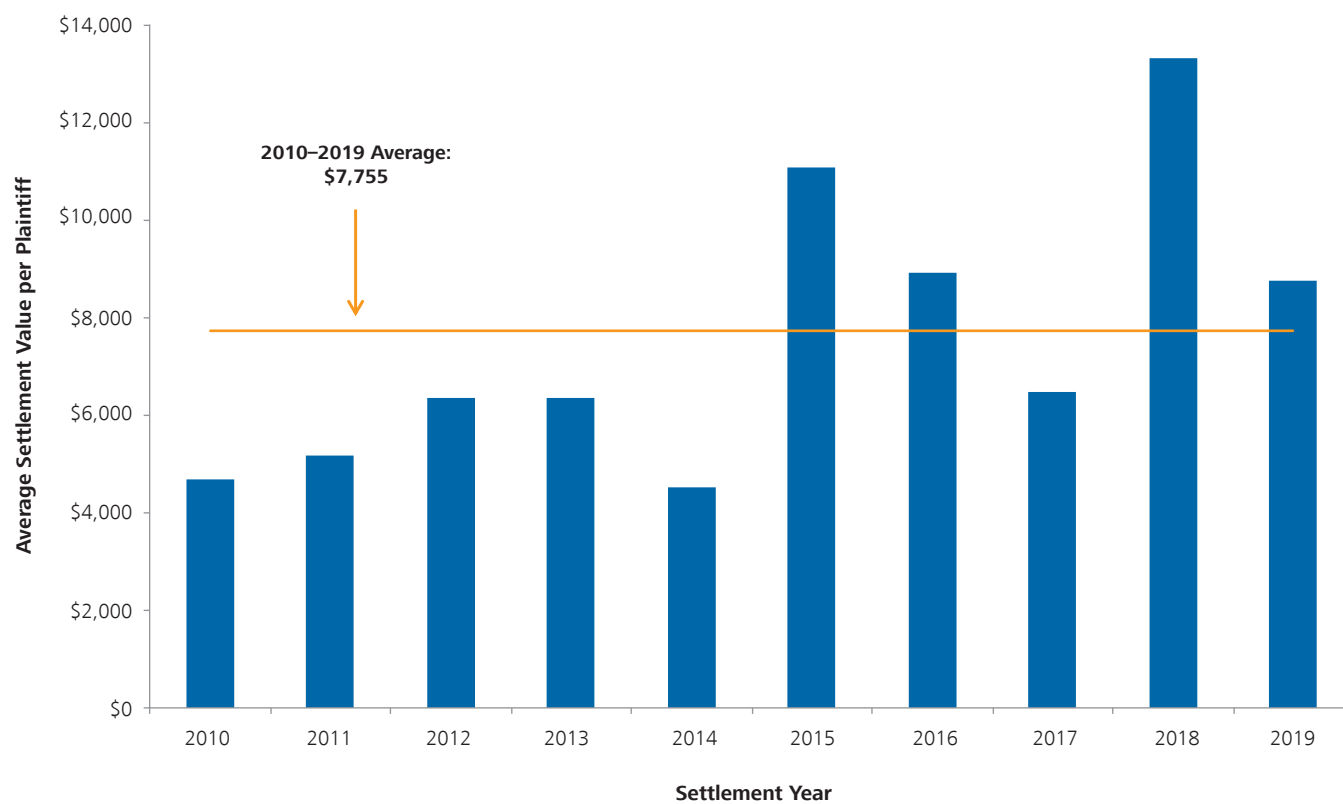


Figure 8. **36% of Cases Had an Average Settlement Value per Plaintiff Between \$1,000 and \$4,999**
January 2010–December 2019

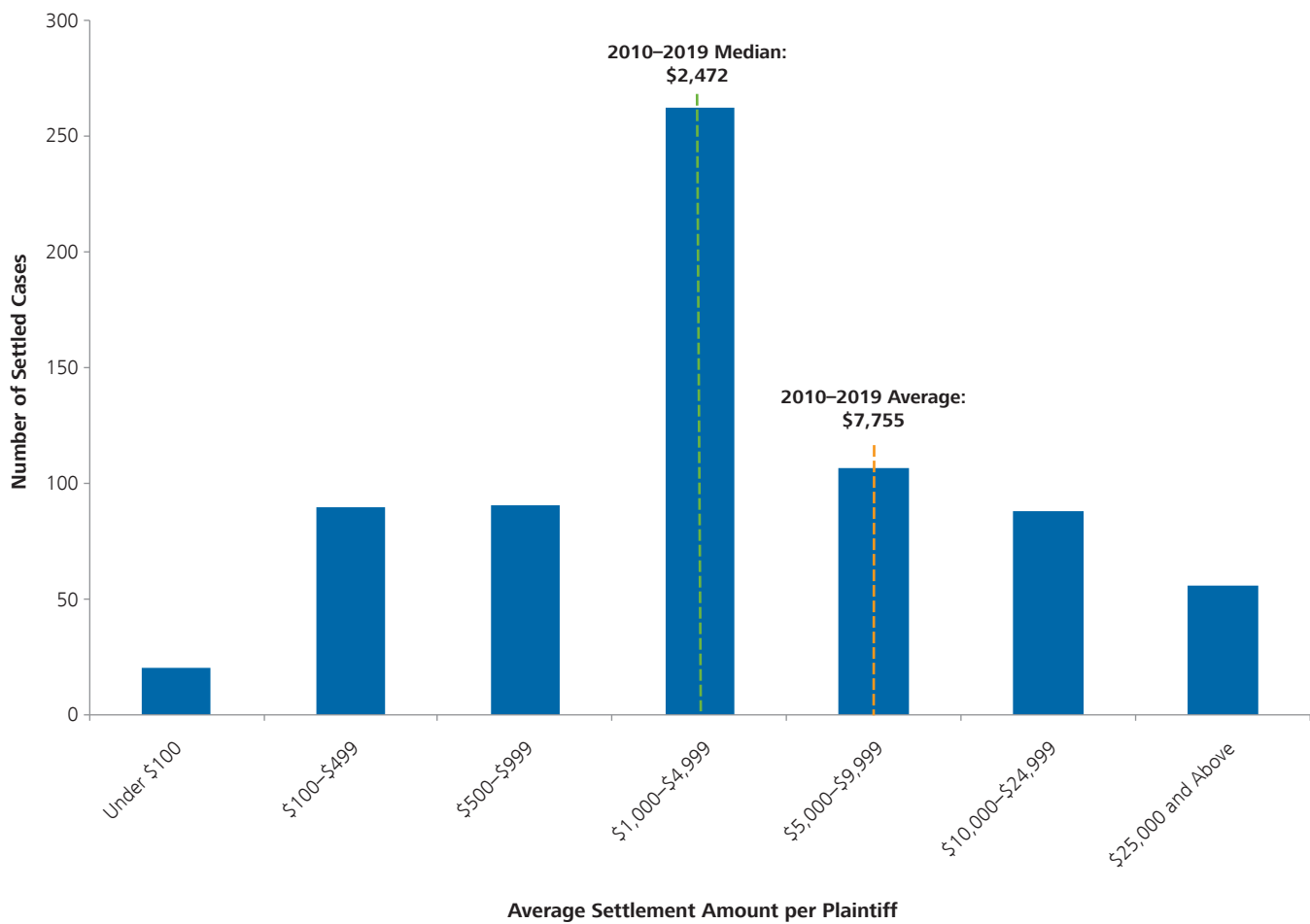


Figure 9. **Only 15% of Settled Cases Had a Class Period Longer than Seven Years**
January 2010–December 2019

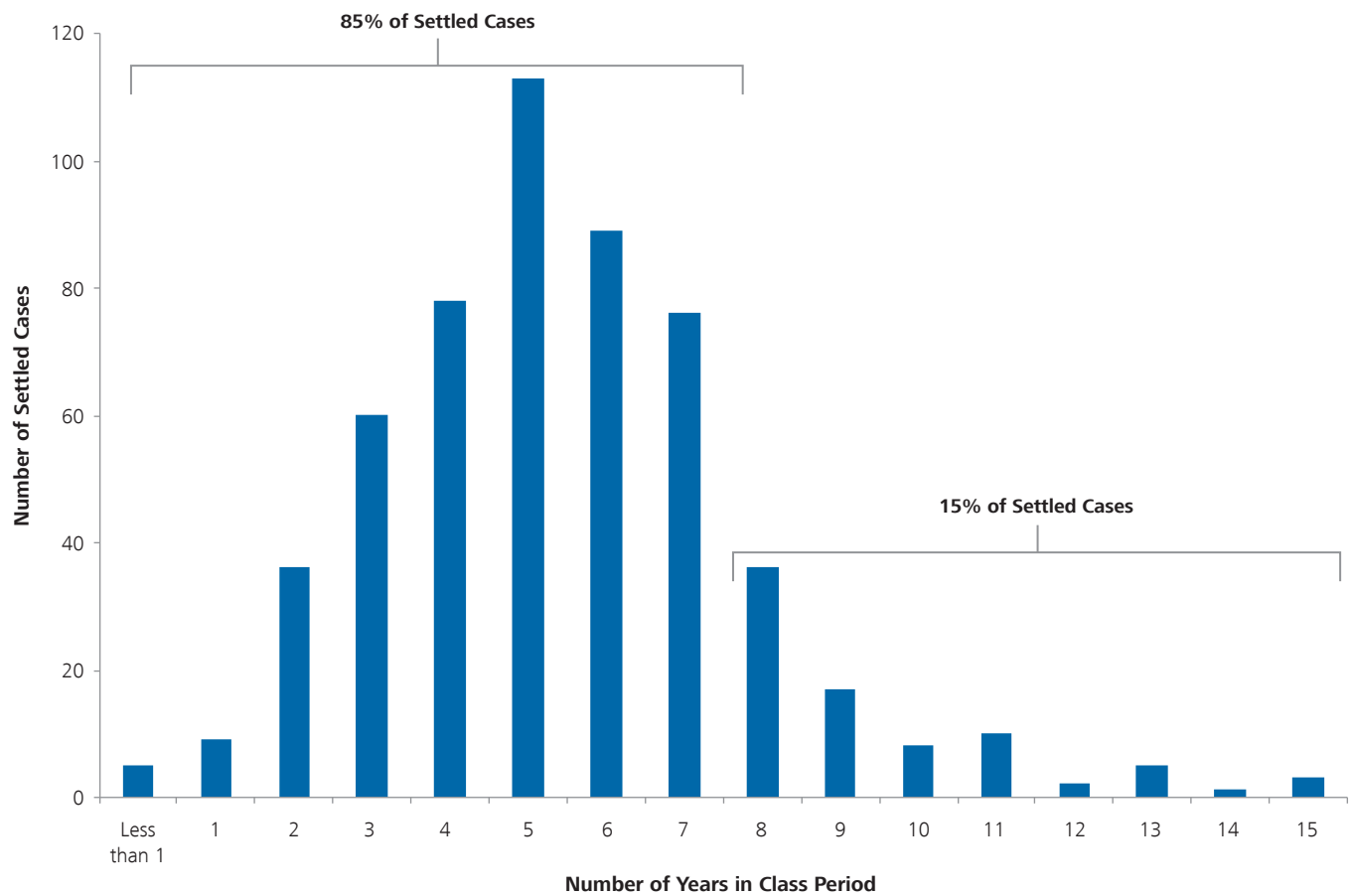


Figure 10. **The Average Settlement Value per Plaintiff per Class Year Increased in 2018 but Returned to Prior Levels in 2019**
January 2010–December 2019

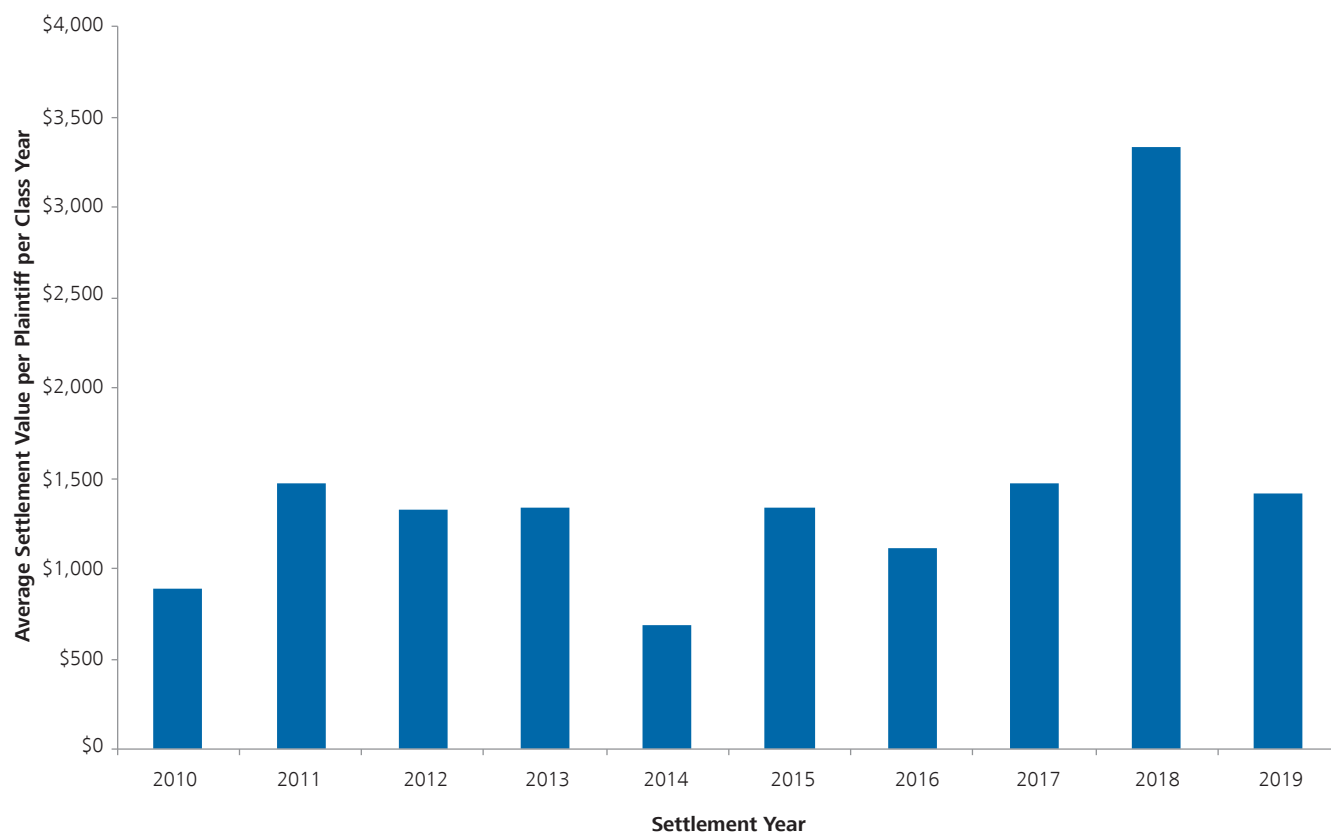
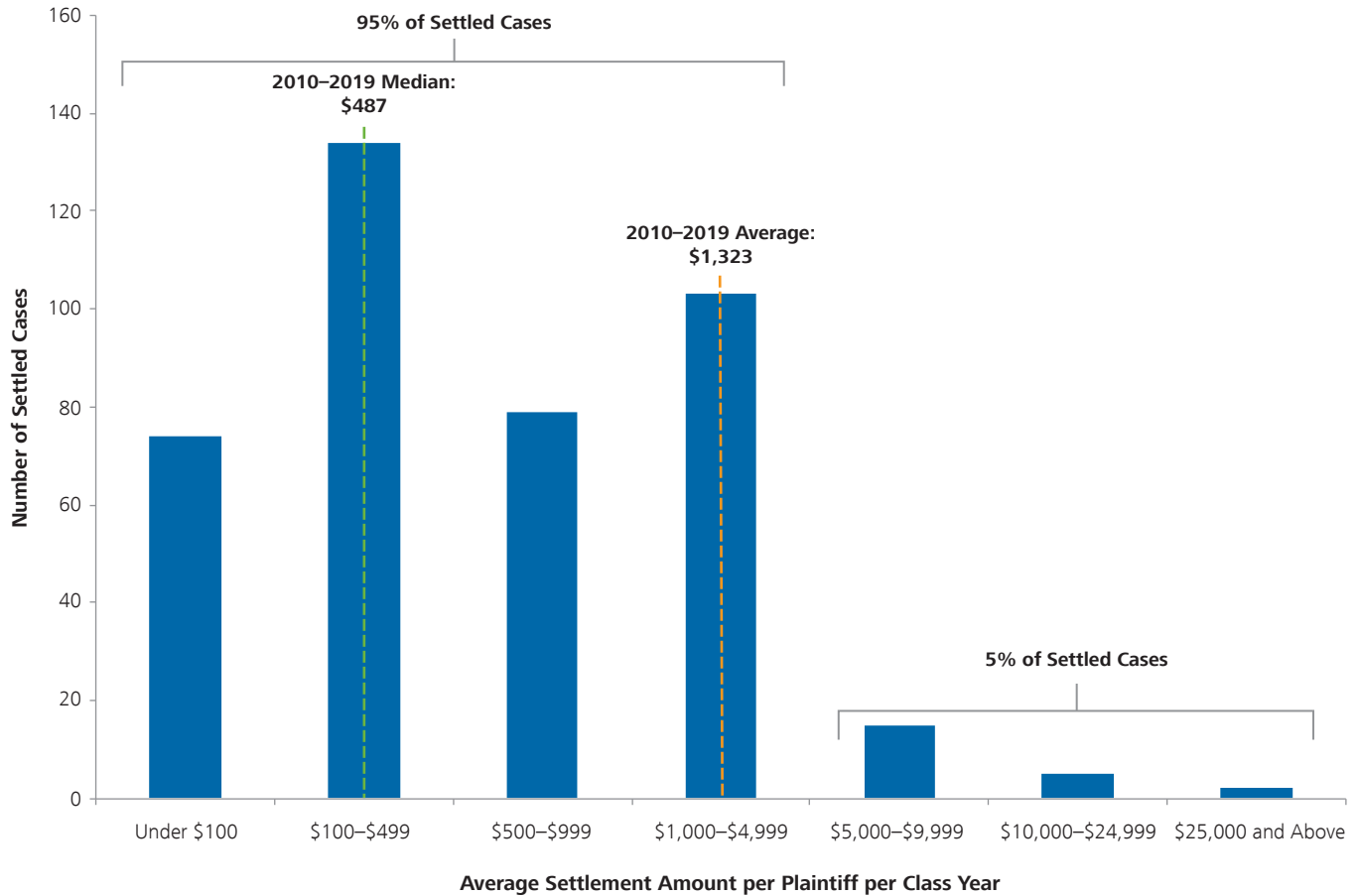


Figure 11. **Only 5% of Cases Settled for More than \$5,000 per Plaintiff per Class Year**
January 2010–December 2019

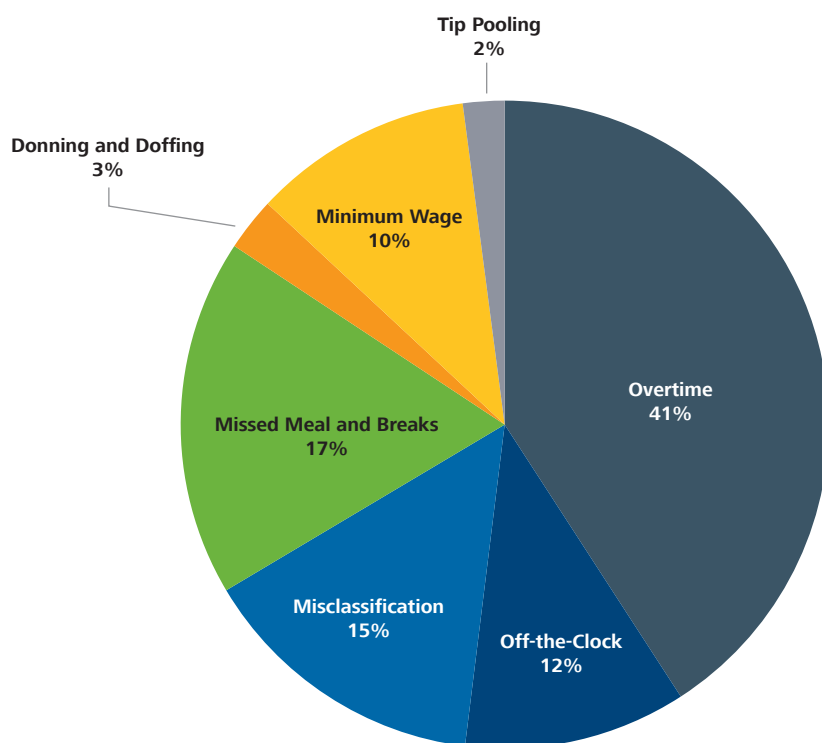


Case Characteristics

- We identified all the allegations made in the cases in our settlement database and classified these allegations in the following categories:⁴
 - Overtime
 - Off-the-clock
 - Minimum wage violation
 - Donning and doffing
 - Missed meals and breaks
 - Misclassification
 - Tip pooling
- Overtime allegations dominated cases settled between 2015 and 2019, a pattern that is consistent with prior years. Compared to the first half of the past decade, the second half had an increase in the proportion of cases with minimum wage allegations and a decrease in the proportion with off-the-clock allegations.

- Many of the settlements in our database are for cases with multiple allegations. For example, plaintiffs frequently claim that alleged misclassification caused them to have overtime violations. Forty percent of cases over the last 10 years are tied to only one allegation, and over half of those allege unpaid overtime, the most common allegation. In fact, between 2010 and 2019, 41% of all cases alleged failure to pay overtime. The second most common allegation, alleged missed meals and breaks, is associated with only 18% of cases.
- We classified cases by industry and found that most wage and hour settlements over the past decade were in the Food & Food Services Industry, followed by Retail and Financial Services/Insurance Industries. Over the past five years, the most common industries for settling defendants were Food & Food Services and Retail, followed by Transportation/Shipping and Telecommunications/Utilities.
- Historically, the three industries with the highest total settlement dollars were Retail, Financial Services/Insurance, and Food & Food Services. From 2010–2014, these three industries accounted for 51% of total settlement dollars. However, due to a handful of high settlements in the Transportation/Shipping Industry in 2015 and 2016, these historically dominant industries have only accounted for 37% of total settlement dollars over the 2015–2019 period.
- From 2010 through 2014, the highest average settlement dollars were associated with cases in the Retail and Technology Industries. In contrast, over the past five years, the average settlements for cases in those two industries have been relatively low, and average settlement dollars in the Transportation/Shipping, Health Care/Health Care Services, and Financial Services/Insurance Industries have all increased to levels higher than the Retail Industry.
- In 2017 and 2019, there were upticks in the total settlement dollars paid to resolve wage and hour cases in the Business Services Industry. The increased spending in this industry was the result of two large settlements—one for \$110 million in 2017 and one for \$130 million in 2019.
- The majority of settlement dollars have been associated with cases in California. In 2017, 71% of all settlement dollars were for California cases. Over the 2010–2019 period, California accounted for 52% of total spending for cases with a known state, followed by New York, with 15% of total spending.

Figure 12. **41% of Allegations Related to Overtime Violations**
January 2010–December 2019



Note: Some cases in our database have more than one type of allegation. This chart summarizes all allegations for each case such that the total number of allegations exceeds the number of cases.

Figure 13. **The Proportion of Allegations Represented by Minimum Wage Allegations Has Increased**
January 2010–December 2019

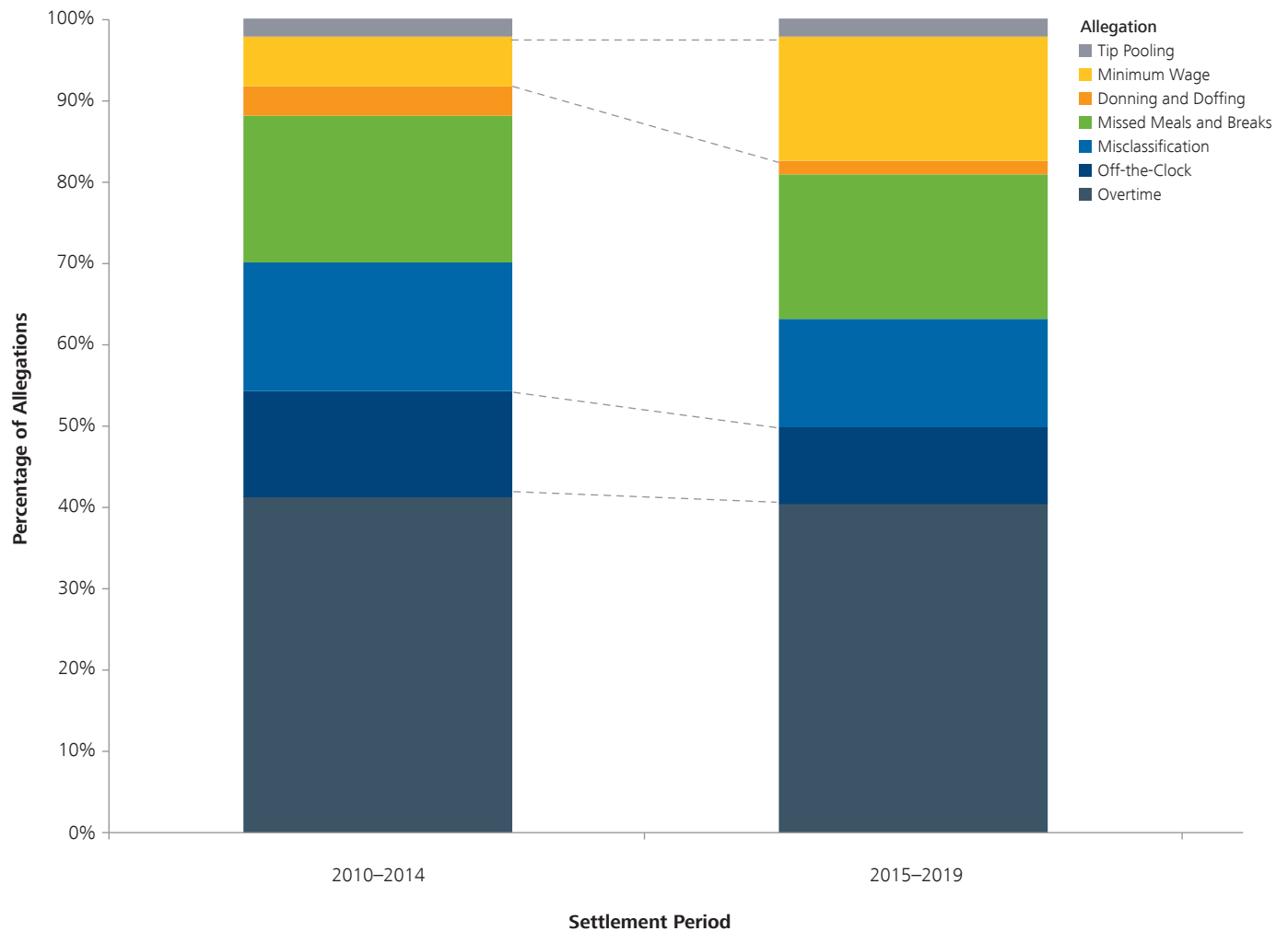


Figure 14. **The Proportion of Cases Involving Only One Type of Allegation Has Increased**
January 2010–December 2019

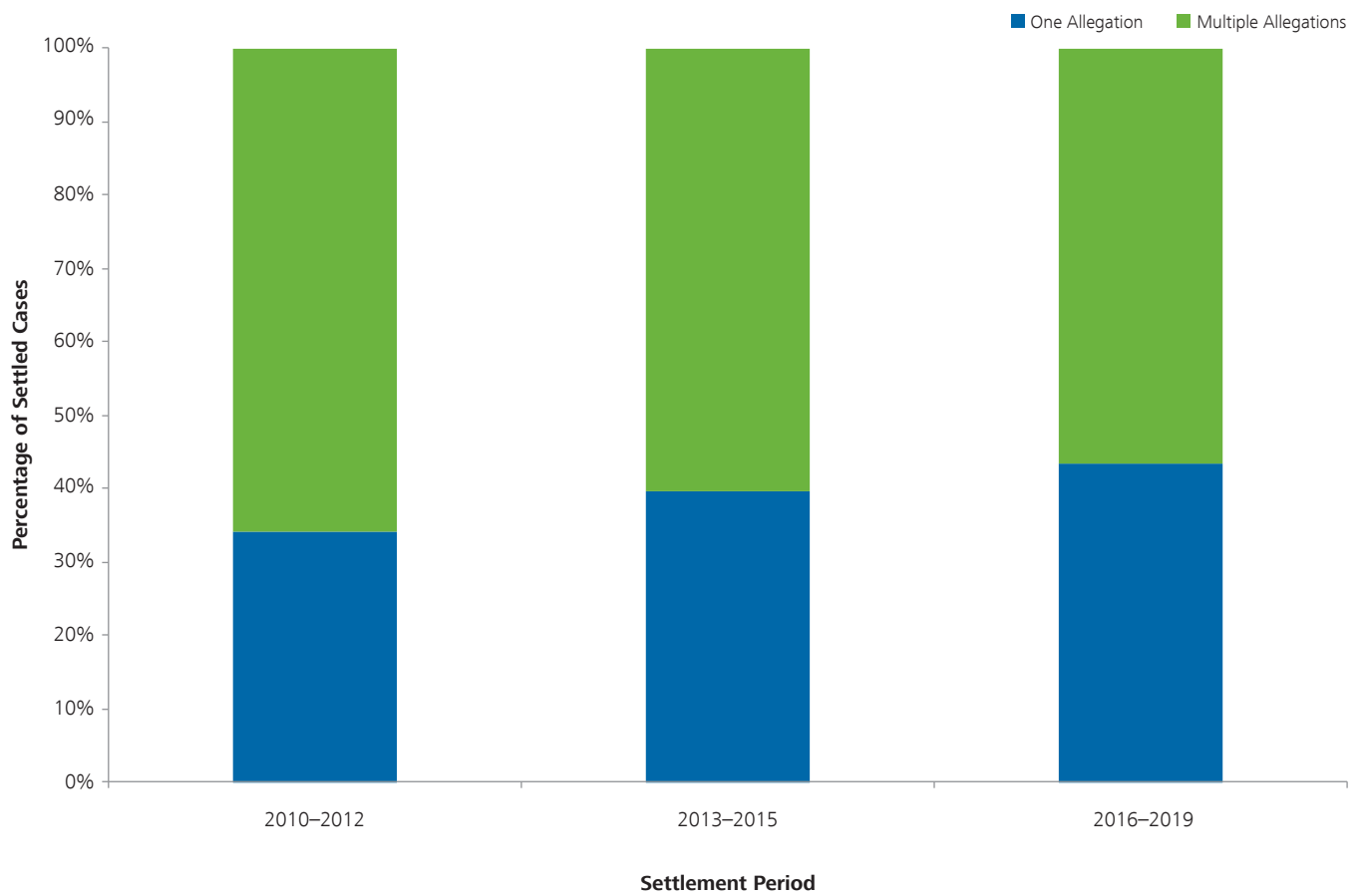


Figure 15. **The Food & Food Services, Retail, and Financial Services/Insurance Industries Had the Most Settled Cases**
January 2010–December 2019

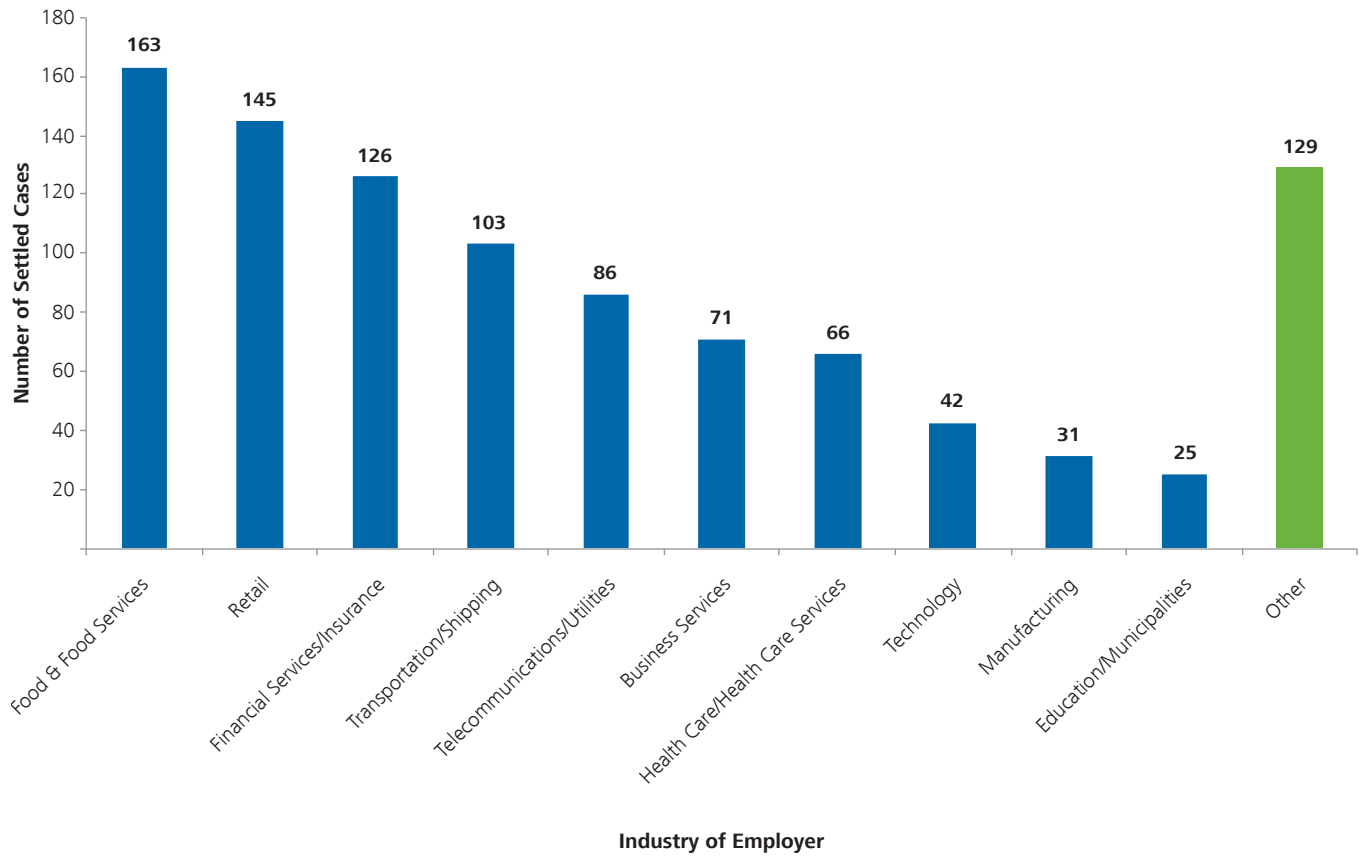


Figure 16. **The Percentage of Total Settlement Dollars Paid to Employees in the Top Three Industries by Number of Settlements Has Declined**
January 2010–December 2019

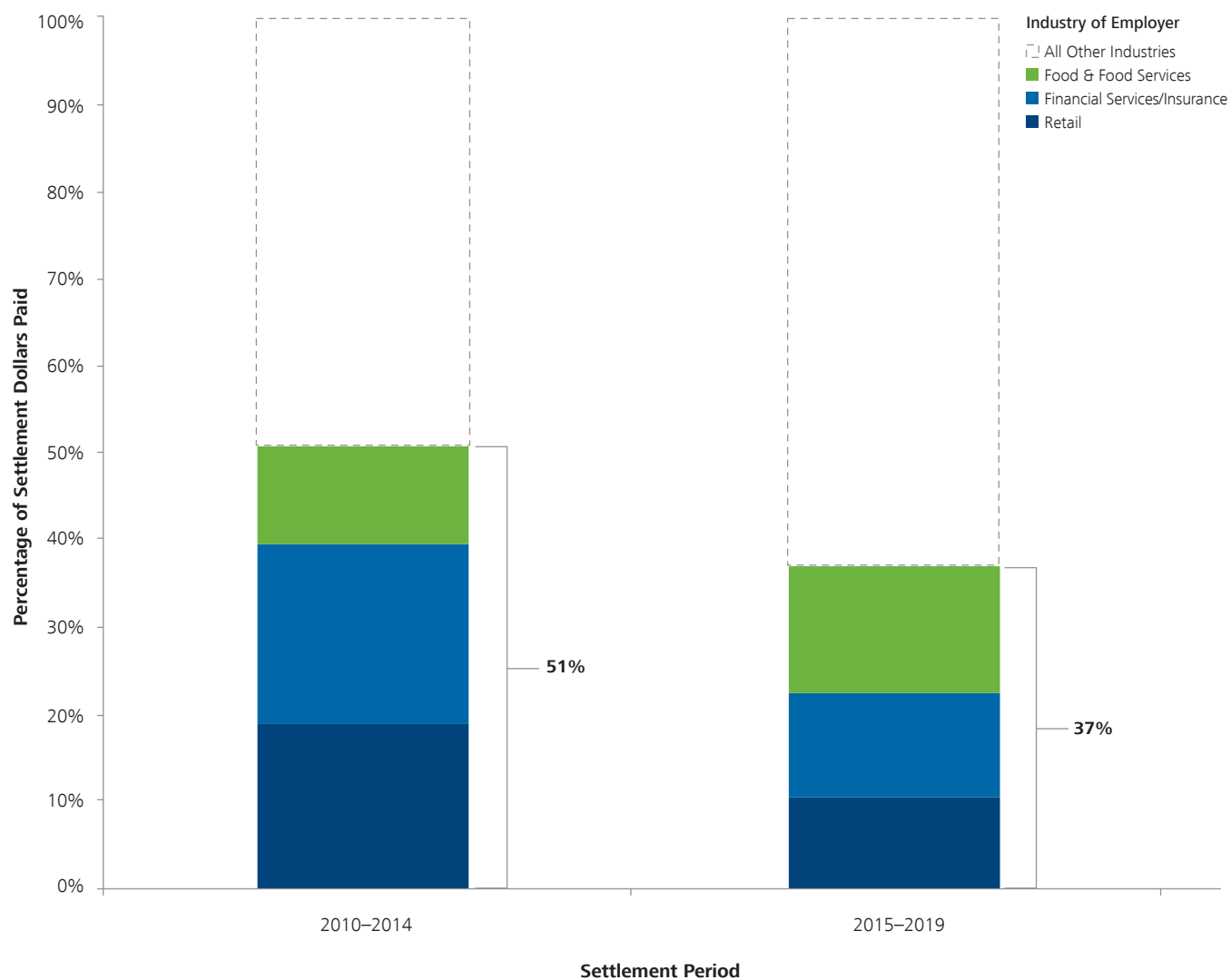


Figure 17. **37% of Total Settlement Dollars Were Paid to Employees in the Transportation/Shipping Industry in 2015 and 2016**
January 2010–December 2019

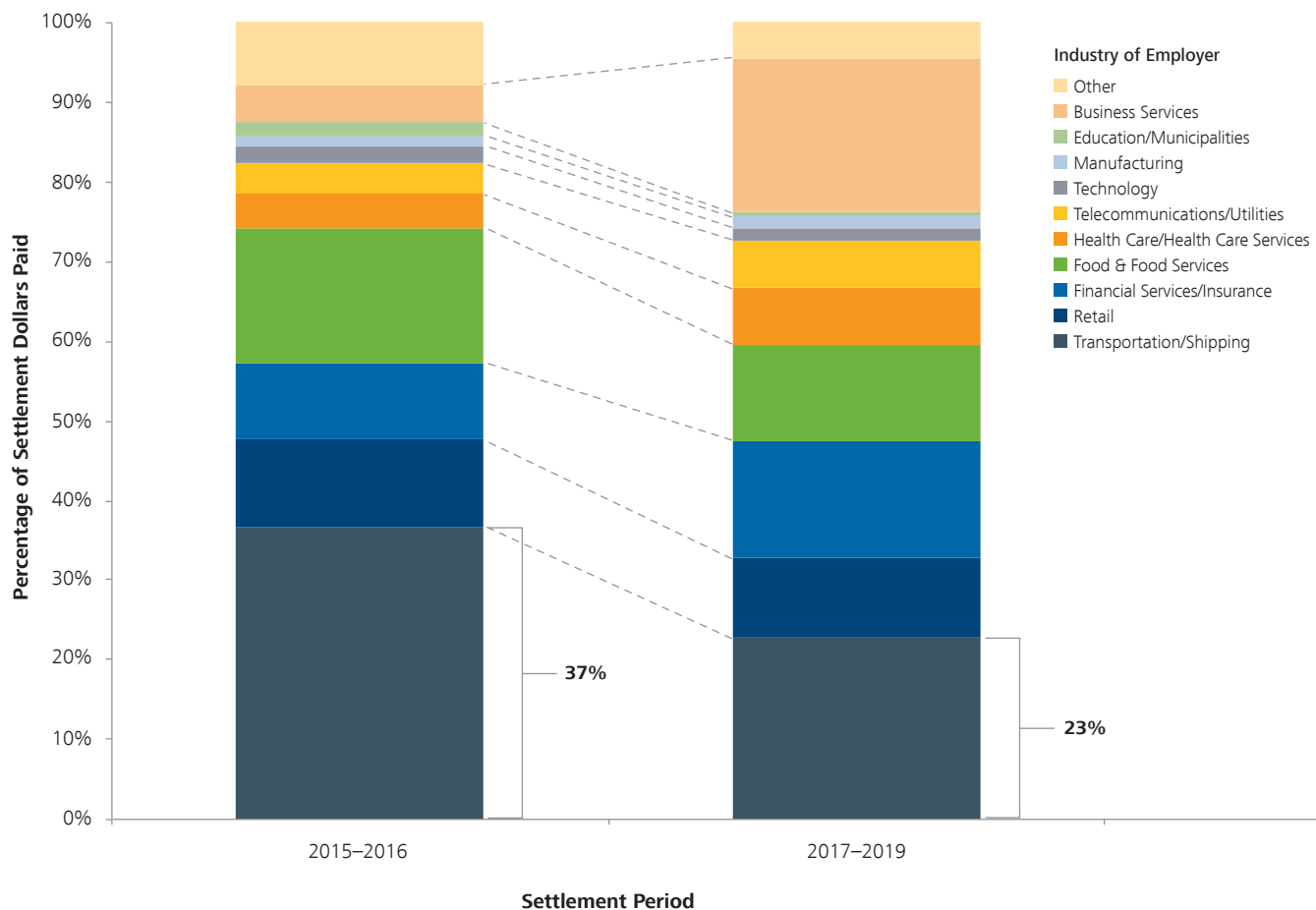


Figure 18. **Total Settlement Dollars Paid to Employees in the Business Services Industry Sharply Increased in 2017 and 2019, Driven by Two Large Settlements**
January 2010–December 2019

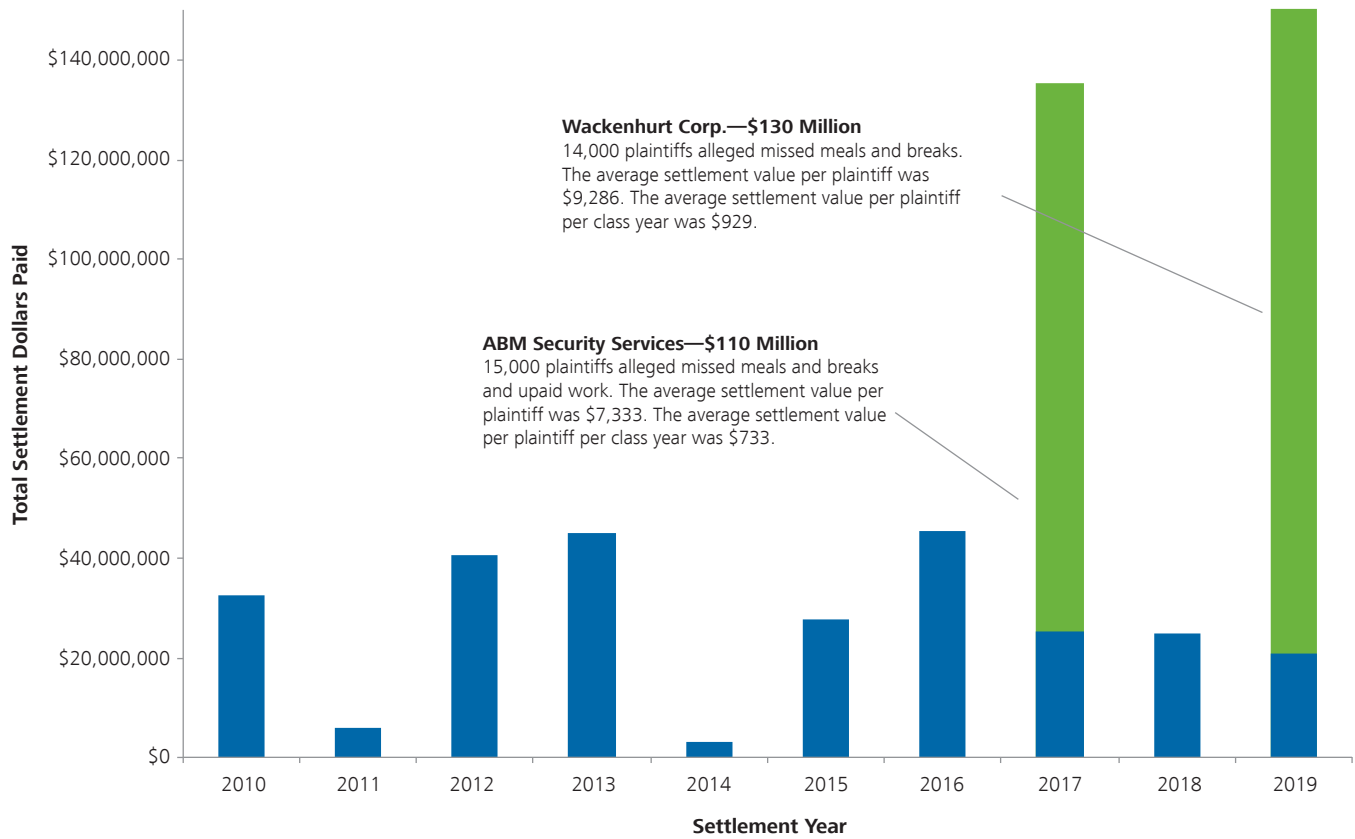


Figure 19. **The Manufacturing Industry Had the Highest Proportion of Settlements Greater than or Equal to \$2,500 per Plaintiff**
January 2010–December 2019

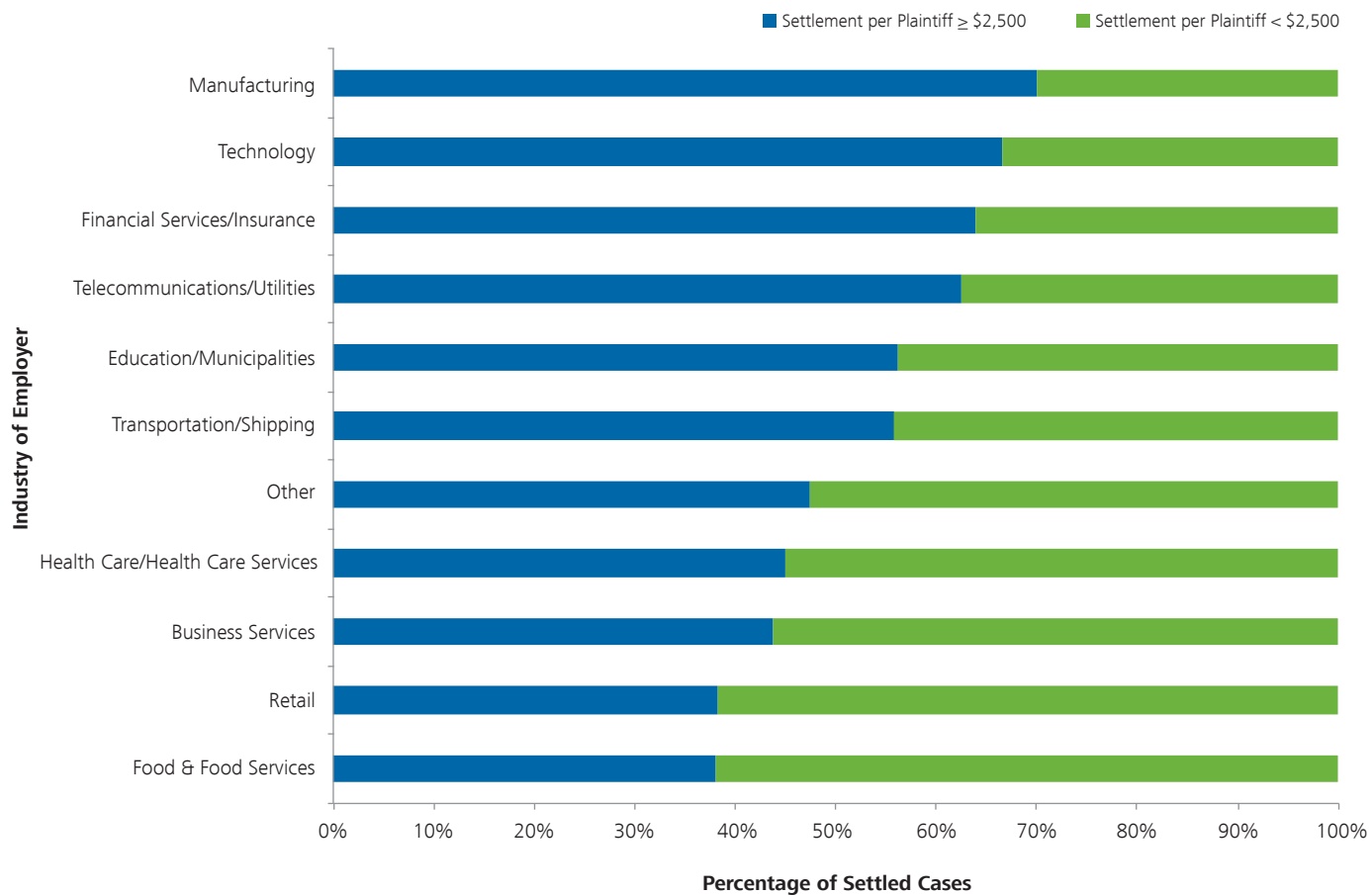
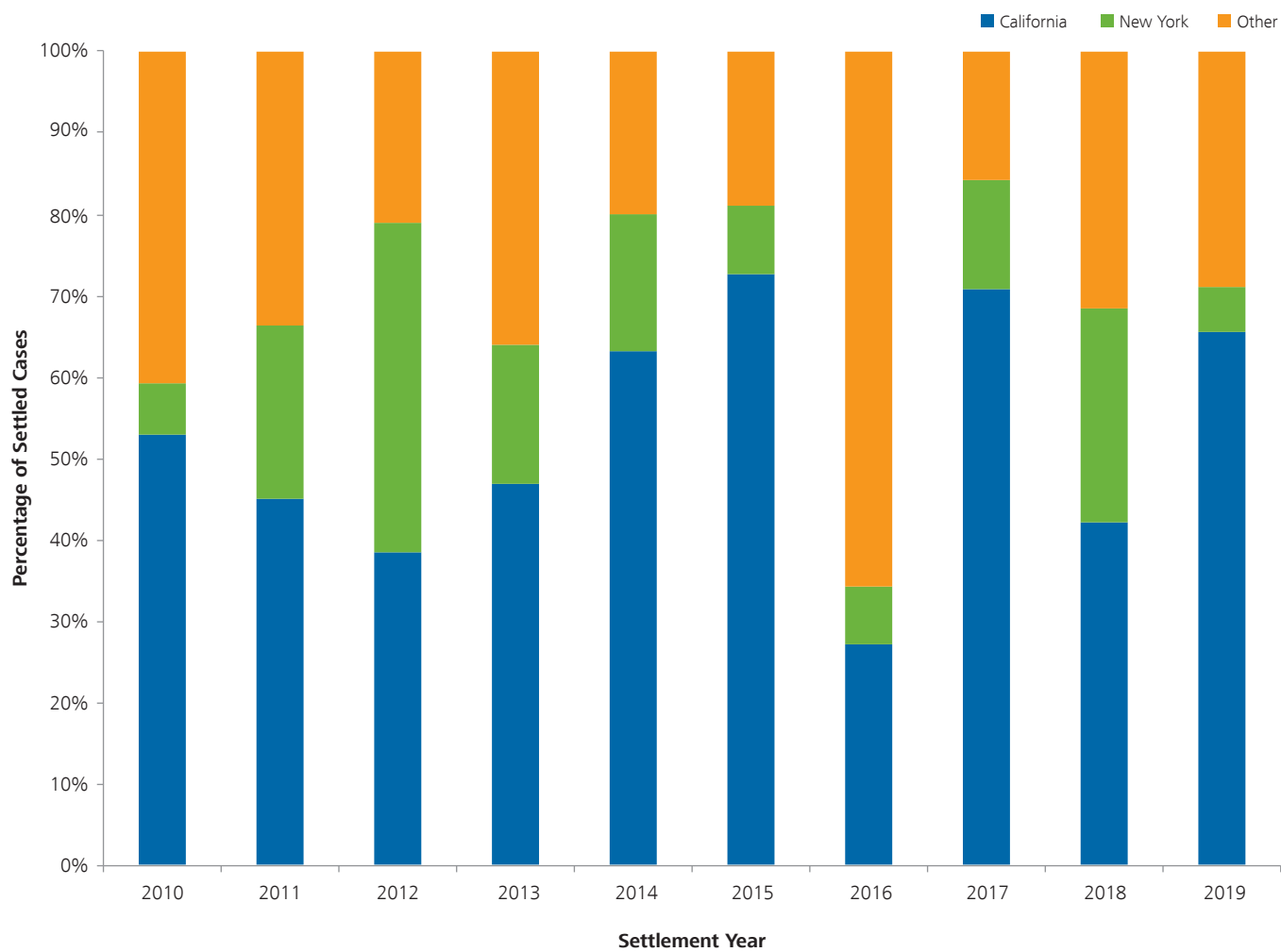


Figure 20. **The Majority of Settlement Dollars Have Been Paid in California**
January 2010–December 2019



Notable Settlements from 2015 Through 2019

- In 2015 and 2016, there were two FedEx settlements, both of which were substantially higher than the historical Transportation/Shipping Industry settlement average.
 - FedEx Ground Package Systems Inc.—\$240 million. The case included 12,000 delivery drivers in 20 states who alleged misclassification as independent contractors. The average settlement value per plaintiff was \$20,000.
 - FedEx Ground Package Systems Inc.—\$228 million. The case included 2,330 drivers in California who alleged misclassification over eight years. The average settlement per plaintiff was \$99,130. The average settlement per plaintiff per class year was \$12,391.
- Other large settlements over \$20 million included the following:
 - Wackenhut Corp.—\$130 million. The case included 14,000 workers who alleged missed meals and breaks over a 10-year class period. The average settlement value per plaintiff was \$9,285, or \$929 per plaintiff per class year.
 - ABM Security Services—\$110 million. The case included 15,000 workers who alleged missed meals and breaks and unpaid work over a 10-year class period. The average settlement value per plaintiff was \$7,333, or \$733 per plaintiff per class year.
 - Swift Transportation—\$100 million. This case included 20,000 workers who alleged minimum wage violations and misclassification. The average settlement value per plaintiff was \$5,000.
 - Virgin America Inc.—\$77 million. The plaintiffs alleged overtime and off-the-clock violations. The average settlement per class year was \$9 million.
 - Bloomberg L.P.—\$54 million. The case included 1,300 workers who alleged overtime violations and misclassification. The average settlement per plaintiff was \$41,923.

Endnotes

- ¹ Dr. Stephanie Plancich is an Associate Director and Janeen McIntosh is a Consultant at NERA Economic Consulting. We thank our NERA colleagues Frank Chiang, Kaitlin Dunne, Rayna Gadzheva, Haley Keyko, Yaxuan Wen, Eli Pullman, and Reena Zhan for their research assistance.
- ² All dollars are expressed in nominal terms, so trends reflect market inflation. Inflation adjusting the settlement values does not change the general conclusions and patterns discussed in this paper
- ³ Some cases in the database had certified classes while others did not. We use the term “class years” or “class periods” to refer to the duration of the damages period alleged in the case whether or not there is a certified class.
- ⁴ There are a handful of cases with “Other” allegations, such as unpaid vacation time, improper pay check deductions, and unpaid wages, that were not captured by these categories.

About NERA

NERA Economic Consulting (www.nera.com) is a global firm of experts dedicated to applying economic, finance, and quantitative principles to complex business and legal challenges. For over half a century, NERA's economists have been creating strategies, studies, reports, expert testimony, and policy recommendations for government authorities and the world's leading law firms and corporations. We bring academic rigor, objectivity, and real world industry experience to bear on issues arising from competition, regulation, public policy, strategy, finance, and litigation.

NERA's clients value our ability to apply and communicate state-of-the-art approaches clearly and convincingly, our commitment to deliver unbiased findings, and our reputation for quality and independence. Our clients rely on the integrity and skills of our unparalleled team of economists and other experts backed by the resources and reliability of one of the world's largest economic consultancies. With its main office in New York City, NERA serves clients from more than 25 offices across North America, Europe, and Asia Pacific.

Contacts

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The opinions expressed herein do not necessarily represent the views of NERA Economic Consulting or any other NERA consultant. Please do not cite without explicit permission from the author.

EXHIBIT 4

Matter Billing Detail

Report Date: 12/1/2023
 Report Time: 4:12PM
 Page: 1 of 2
 User ID: R. Hawkins

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 12/01/2023
 Client: UNIVER002 - Taniya Abron
 Matter: UNIVERS001 - University HealthCare Alliance (UHA)- Taniya Abron

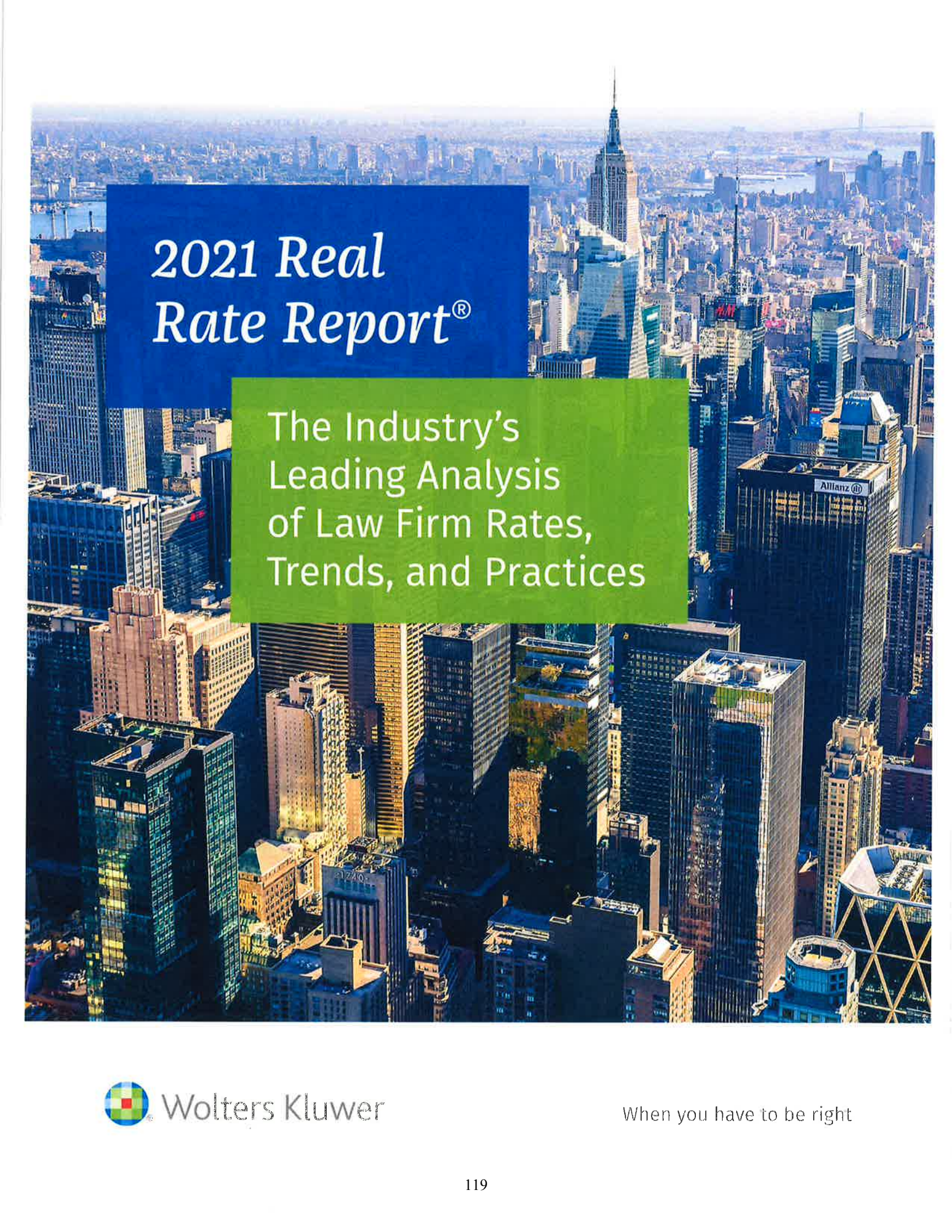
Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
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06/30/2020	FST	First Legal Network- ADD BILLING- complaint; summons; civil cover sheet; addendum IN#30133807	\$1,743.50		Unbilled				
07/01/2020	FIL	Filing Fee- LWDA CK#8723	\$75.00		Unbilled				
08/10/2020	FST	First Legal Network - Served, Complaint, Civil case cover sheet, Filed, Proof of service, IN#30136335	\$354.63		Unbilled				
09/04/2020	FST	First Legal Network- Proof of Service, Notice of Hearing, First Amended Complaint IN#30139041	\$269.50		Unbilled				
10/13/2020	FST	First Legal Network - Joint CMC Statement (e-filed) IN#30141510	\$89.65		Unbilled				
09/16/2021	FST	First Legal Network - Filing, Plt's ntc of reassignment IN#30172635	\$133.15		Unbilled				
12/21/2021	EXA	Expert Analysis CK#9699 IN#5219	\$1,237.50		Unbilled				
12/21/2021	MED	Mediation Services Ortman CK#9695	\$10,000.00		Unbilled				
03/16/2022	EXA	Expert Analysis IN#5697 CK#9850	\$700.00		Unbilled				
08/16/2022	POS	Postage - Mailing LWDA 7.15.22	\$9.41		Unbilled				
08/16/2022	FIL	Filing Fee - LWDA 7.15.22	\$75.00		Unbilled				
09/21/2022	ONE	One Legal Services - Stipulation and proposed order- in#04386484	\$40.61		Unbilled				
09/30/2022	ONE	One Legal Services - Amended Complaint- In# 04411122	\$20.02		Unbilled				
12/13/2022	FST	First Legal Network - E-Filing - Case Management Statement IN# 30222171	\$40.45		Unbilled				
02/21/2023	FST	First Legal Network - E-Filing - Case Management Statment IN# 30227367	\$42.70		Unbilled				
05/23/2023	FST	First Legal Network - E-Filing - Case Management Statement, Plaintiffs Notice of Motion and motion IN# 30237327	\$151.40		Unbilled				
05/23/2023	CRT	Court Documents 05.23.23 Reservation for hearing on Motion	\$1.00		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
06/14/2023	FST	First Legal Network - E-Filing - Joint CMS IN# 30240914	\$42.70		Unbilled				
07/07/2023	FST	First Legal Network	\$42.00		Unbilled				
07/07/2023	FST	First Legal Network - E-Filing - OF Christina M Lucio ISO IN# 30244254	\$42.70		Unbilled				
09/06/2023	RES	Court Reservation fee - Final Approval reservation	\$1.00		Unbilled				
09/16/2023	FST	First Legal Network - E-Filing - CM Statement, Of Cristina M Lucio ISO IN# 30248438	\$172.90		Unbilled				
12/01/2023	FST	First Legal Network - Estimated costs till completion of case	\$350.00		Unbilled				
Total:			\$15,724.47	\$0.00					
Balance:			\$15,724.47						
Total Fees Billed-----			\$0.00						
Total Fees Unbilled : -----			\$0.00						
Total Fees Received : -----			\$0.00						
Total Soft Cost Billed : -----			\$0.00						
Total Soft Cost Unbilled : -----			\$0.00						
Total Soft Cost Received : -----			\$0.00						
Total Hard Cost Billed : -----			\$0.00						
Total Hard Cost Unbilled : -----			\$15,724.47						
Total Hard Cost Received : -----			\$0.00						
Total Taxes Billed : -----			\$0.00						
Total Taxes Unbilled : -----			\$0.00						
Total Taxes Received : -----			\$0.00						
Total Late Charges Billed : -----			\$0.00						
Total Late Charges Unbilled: -----			\$0.00						
Total Late Charges Received : -----			\$0.00						
Trust Balance: -----			\$0.00						

EXHIBIT 5



2021 Real Rate Report®

The Industry's
Leading Analysis
of Law Firm Rates,
Trends, and Practices



Wolters Kluwer

When you have to be right

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A Letter to Our Readers

Welcome to the Wolters Kluwer's ELM Solutions Real Rate Report®, the industry's leading data-driven benchmark report for lawyer rates.

Our Real Rate Report has been a relied upon data analytics resource to the legal industry since its inception in 2010 and continues to evolve. The Real Rate Report is powered by Wolters Kluwer's ELM Solutions LegalVIEW® data warehouse, the world's largest source of legal performance benchmark data, which has grown to include over \$150 billion in anonymized legal data.

This year, we launched our LegalVIEW Insights Report series, which explores the emerging trends behind the overall legal spend volatility seen in corporate legal departments. The insights reports coupled with the Real Rate Report are great tools to drive actionable decisions.

The legal services industry relies on internal analytics and the use of external data resources, such as the LegalVIEW® data warehouse, to support legal management strategies. The depth and details of the data in the Real Rate Report enable you to better benchmark and make more informed investment and resourcing decisions for your organization.

As with past Real Rate Reports, all of the data analyzed are from corporations' and law firms' e-billing and time management solutions. We have included lawyer and paralegal rate data filtered by specific practice and sub-practice areas, metropolitan areas, and types of matters to give legal departments and law firms greater ability to pinpoint areas of opportunity. We strive to make the Real Rate Report a valuable and actionable reference tool for legal departments and law firms.

As always, we welcome your comments and suggestions on what information would make this publication more valuable to you. We thank our data contributors for participating in this program. And we thank you for making Wolters Kluwer's ELM Solutions your trusted partner for legal industry domain expertise, data, and analytics and look forward to continuing to provide market-leading, expert solutions that deliver the best business outcomes for collaboration among legal departments and law firms.

Sincerely,



Barry Ader

Vice President, Product Management and Marketing
Wolters Kluwer's ELM Solutions

Report Use Considerations

2021 Real Rate Report

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in the report derive from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information, along with the ranges of those rates and their changes over time, highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Clients might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

Some key factors¹ that drive rates²:

Attorney location - Lawyers in urban and major metropolitan areas tend to charge more when compared with lawyers in rural areas or small towns.

Litigation complexity - The cost of representation will be higher if the case is particularly complex or time-consuming; for example, if there are a large number of documents to review, many witnesses to depose, and numerous procedural steps, the case is likely to cost more (regardless of other factors like the lawyer's level of experience).

Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural issues.

Overhead - The costs associated with the firm's support network (paralegals, clerks, and assistants), document preparation, consultants, research, and other expenses.

Firm size - The rates can increase if the firm is large and has various timekeeper roles at the firm. For example, the cost to work with an associate or partner at a larger firm will be higher compared to a firm that has one to two associates and a paralegal.

Rates increase in geographic areas with growing population

Additional analysis was performed to examine the impact of geographic location on law firm hourly rates. This report, like previous ones, shows that large, cosmopolitan legal services markets like New York City, San Francisco, and Los Angeles are associated with higher hourly rates. In addition, our analysis reveals a significant spike in hourly rates in areas of the country

¹ David Goguen, J.D., University of San Francisco School of Law (2020) Guide to Legal Services Billing Retrieved from: <https://www.lawyers.com/legal-info/research/guide-to-legal-services-billing-rates.html>

² Source: 2018 RRR. Factor order validated in multiple analyses since 2010

Report Use Considerations

that are currently experiencing high population growth. Significant average rate increases occurred from 2020 to 2021 in many areas, but especially Fresno, California (~15% average rate increase), Greenville, SC (~18%), Miami, FL (~9%), Nashville, TN (~11%), Oklahoma City (~13%), Phoenix, AZ (~10%), and Seattle, WA (~11%) -- all of which have experienced much higher than average population growth in recent years.

The correlation between hourly rates and population growth makes sense. When people and businesses move into an area, it creates a spike in demand for all sorts of goods and services, including legal services. However, it is hard for the supply of legal services to move as quickly as demand because attorneys looking to move into a new geographic area face high switching costs that most will refuse to pay unless they absolutely have to.

First, attorneys looking to take work in a new state have to get licensed there, which takes time and effort and is a distraction that can reduce their current income in the form of the number of hours they are able to bill to clients. Second, despite the rise in remote working, many attorneys looking to establish practices in a new geographic location may have to establish at least some physical presence there, find a new office, new lodging, and potentially uproot their entire family. Third, even if the switching costs of licensure, physically moving, etc. are paid, attorneys may fear yet another switching cost in the form of attrition of their existing clients from their original geographic locale, who may view them as no longer investing in their knowledge of the legal problems and legal solutions that are specific to the original locale.

³ Source: 2020 RRR. Factor order validated in multiple analyses since 2010

Section I: High-Level Data Cuts

Cities

By Matter Type

2021 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2021	2020	2019
Kansas City MO	Non-Litigation	Associate	95	\$250	\$320	\$385	\$323	\$288	\$278
		Partner	14	\$285	\$350	\$484	\$402	\$445	\$413
Las Vegas NV	Non-Litigation	Partner	19	\$250	\$300	\$445	\$375	\$421	\$480
		Associate	12	\$238	\$323	\$377	\$320	\$282	\$280
Little Rock AR	Non-Litigation	Partner	12	\$215	\$215	\$300	\$267	\$290	\$274
Los Angeles CA	Litigation	Partner	342	\$475	\$715	\$1,042	\$759	\$708	\$694
		Associate	433	\$402	\$602	\$806	\$610	\$583	\$535
Los Angeles CA	Non-Litigation	Partner	559	\$600	\$880	\$1,160	\$894	\$872	\$816
		Associate	761	\$480	\$685	\$895	\$696	\$665	\$620
Louisville KY	Litigation	Partner	18	\$265	\$356	\$405	\$344	\$353	\$338
		Associate	16	\$178	\$200	\$278	\$225	\$227	\$214
Louisville KY	Non-Litigation	Associate	12	\$208	\$215	\$249	\$224	\$230	\$197
		Partner	15	\$244	\$389	\$529	\$421	\$424	\$430
Madison WI	Non-Litigation	Partner	15	\$244	\$389	\$529	\$421	\$424	\$430
Memphis TN	Litigation	Partner	16	\$290	\$415	\$425	\$364	\$355	\$347
		Associate	20	\$298	\$340	\$369	\$345	\$346	\$334
Miami FL	Litigation	Partner	100	\$282	\$475	\$614	\$465	\$473	\$453
		Associate	100	\$282	\$475	\$614	\$465	\$473	\$453

Section I: High-Level Data Cuts

Cities

By Years of Experience

2021 - Real Rates for Associate

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2021	2020	2019
Jackson MS	7 or More Years	22	\$55	\$55	\$183	\$124	\$125	\$183
Kansas City MO	3 to Fewer Than 7 Years	26	\$252	\$310	\$349	\$306	\$294	\$292
	7 or More Years	28	\$295	\$325	\$370	\$325	\$283	\$282
Los Angeles CA	Fewer Than 3 Years	70	\$494	\$533	\$622	\$543	\$511	\$413
	3 to Fewer Than 7 Years	128	\$533	\$709	\$821	\$673	\$582	\$510
	7 or More Years	164	\$412	\$565	\$841	\$629	\$604	\$576
Miami FL	3 to Fewer Than 7 Years	14	\$277	\$340	\$408	\$364	\$323	\$323
	7 or More Years	30	\$310	\$475	\$540	\$431	\$429	\$374
Minneapolis MN	3 to Fewer Than 7 Years	23	\$330	\$351	\$462	\$394	\$388	\$355
	7 or More Years	26	\$326	\$448	\$580	\$441	\$397	\$384
Nashville TN	7 or More Years	13	\$245	\$283	\$325	\$287	\$271	\$253
New Orleans LA	3 to Fewer Than 7 Years	13	\$235	\$238	\$280	\$251	\$260	\$248
	7 or More Years	13	\$260	\$340	\$364	\$324	\$326	\$276
New York NY	Fewer Than 3 Years	160	\$440	\$590	\$775	\$629	\$560	\$513
	3 to Fewer Than 7 Years	237	\$412	\$670	\$875	\$681	\$625	\$559

Section I: High-Level Data Cuts

Cities

By Years of Experience

2021 - Real Rates for Partner

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2021	2020	2019
Los Angeles CA	Fewer Than 21 Years	173	\$550	\$855	\$1,065	\$815	\$724	\$703
	21 or More Years	332	\$527	\$725	\$1,145	\$844	\$818	\$758
Memphis TN	Fewer Than 21 Years	11	\$283	\$300	\$340	\$317	\$324	\$309
	21 or More Years	17	\$365	\$415	\$425	\$391	\$379	\$370
Miami FL	Fewer Than 21 Years	44	\$408	\$540	\$583	\$503	\$484	\$485
	21 or More Years	99	\$414	\$550	\$750	\$569	\$564	\$532
Milwaukee WI	Fewer Than 21 Years	14	\$306	\$358	\$433	\$373	\$355	\$323
	21 or More Years	26	\$375	\$470	\$545	\$535	\$530	\$431
Minneapolis MN	Fewer Than 21 Years	41	\$400	\$520	\$604	\$513	\$515	\$478
	21 or More Years	82	\$450	\$659	\$789	\$619	\$591	\$579
Nashville TN	Fewer Than 21 Years	27	\$375	\$464	\$495	\$436	\$413	\$374
	21 or More Years	49	\$420	\$470	\$536	\$481	\$472	\$433
New Orleans LA	Fewer Than 21 Years	24	\$275	\$305	\$390	\$346	\$361	\$337
	21 or More Years	40	\$295	\$332	\$412	\$352	\$373	\$369
New York NY	Fewer Than 21 Years	456	\$656	\$1,044	\$1,407	\$1,033	\$987	\$938

Section I: High-Level Data Cuts

Cities

By Role

2021 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Role	n	First Quartile	Median	Third Quartile	2021	2020	2019
Little Rock AR	Partner	16	\$215	\$250	\$300	\$272	\$287	\$282
Los Angeles CA	Partner	786	\$536	\$822	\$1,101	\$843	\$808	\$766
	Associate	1,110	\$450	\$653	\$860	\$664	\$636	\$587
Louisville KY	Partner	25	\$278	\$355	\$400	\$348	\$363	\$348
	Associate	25	\$180	\$210	\$264	\$224	\$228	\$210
Madison WI	Partner	15	\$241	\$389	\$536	\$419	\$435	\$440
Memphis TN	Partner	30	\$290	\$351	\$415	\$354	\$351	\$342
Miami FL	Partner	226	\$360	\$530	\$675	\$525	\$524	\$516
	Associate	149	\$265	\$361	\$475	\$375	\$381	\$365
Milwaukee WI	Partner	52	\$316	\$390	\$476	\$452	\$450	\$387
	Associate	36	\$270	\$305	\$358	\$316	\$305	\$269
Minneapolis MN	Partner	175	\$419	\$595	\$711	\$578	\$544	\$531
	Associate	137	\$295	\$406	\$521	\$405	\$377	\$376
Nashville TN	Partner	108	\$375	\$468	\$535	\$463	\$457	\$414
	Associate	73	\$252	\$311	\$338	\$305	\$283	\$257

EXHIBIT 6

LAFFEY MATRIX

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[Case Law](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.



Superior Court of Alameda County Public Portal

Court Reservation Receipt

Reservation

Reservation ID:
949352402507

Status:
RESERVED

Reservation Type:
Motion (Motion for Final Approval of Class Action and
PAGA Action Settlement)

Number of Motions:
1

Case Number:
RG20066438

Case Title:
Abron VS University Healthcare Alliance, a California
corpor

Filing Party:
Taniya Abron (Plaintiff)

Location:
Rene C. Davidson Courthouse - Department 21

Date/Time:
December 29th 2023, 9:00AM

Confirmation Code:
CR-GXCGOU6NZMXEPSPZG

Fees

Description	Fee	Qty	Amount
Motion (name extension)	.00	1	.00
Court Technology Fee	1.00	1	1.00
TOTAL			\$1.00

Payment

Amount:
\$1.00

Type:
Visa

Account Number:
XXXX6358

Authorization:
06251D

Payment Date:
2023-09-06

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