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

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
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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.

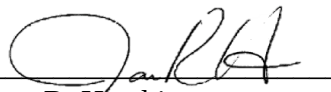
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25 James R. Hawkins
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EXHIBIT 1

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).

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. RG20066438, 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.

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, 226, 226.2, 510, 512, 1174, 1174.5, 1194, 1194.2, 1194.3, 1194.5, 1197.1, 1198, 1199, 2699(a), 2699.3, 2699.5, the related IWC Wage Order No. 5-2001, 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) enforcement of California Labor Code § 2698, *et seq.* (“PAGA”); (8) all related violations of the applicable Wage Orders; and (9) 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 Release by Non-Participating Class Members Who Are Aggrieved Employees: As of the Effective Date and UHA’s funding of the Gross Settlement Amount, all Non-Participating Class Members who are Aggrieved Employees are deemed to release the Released Parties from the Released PAGA Claims during the PAGA Period. Aggrieved Employees cannot opt out of the PAGA Release.

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 Wintterle
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
rwintterle@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.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: 4/8/2023

TANIYA ABRON

DocuSigned by:
Taniya Abron
3AA2EFC26CF34EB...

Dated: _____

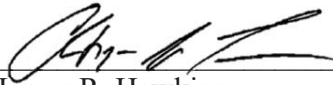
UNIVERSITY HEALTHCARE ALLIANCE

Name:

Title:

Dated: April 14, 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: April 3, 2023

UNIVERSITY HEALTHCARE ALLIANCE

DocuSigned by:
Rochelle Noone
6809D897CA02406...

Name: Rochelle Noone

Title: Vice-President Human Resources

Dated: _____

JAMES HAWKINS APLC

James R. Hawkins

Christina M. Lucio

Attorneys for Plaintiff

TANIYA ABRON and the Settlement Class

Dated: April 14, 2023

GORDON REES SCULLY MANSUKHANI, LLP

R Winterle

Michael D. Bruno

Rachel Winterle

Attorneys for Defendant

UNIVERSITY HEALTHCARE ALLIANCE

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Taniya Abron v. University Healthcare Alliance
Superior Court of California, County of Alameda
Case No. RG20066438

To: All current and former hourly-paid or non-exempt employees who worked for University Healthcare Alliance within the State of California at any time during the period from June 30, 2016 to March 11, 2022 (“Class Members”):

Name

[Add address]

PLEASE READ THIS NOTICE CAREFULLY

IT MAY AFFECT YOUR LEGAL RIGHTS

YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT

I. INTRODUCTION

A proposed class action settlement (the “Settlement”) of the above-captioned action (the “Action”) filed in the Superior Court of the State of California, in and for the County of Alameda (the “Court”), has been reached by the parties and been granted preliminary approval by the Court on [date of Preliminary Approval].

A hearing will be held on [date/time] (“Final Approval Hearing”) to determine whether the Settlement should be granted final approval.

University Healthcare Alliance’s (“UHA” or “Defendant”) records show that you were employed by UHA as an hourly-paid or non-exempt employee within the State of California at some time during the period from June 30, 2016 continuing up to and including March 11, 2022, and therefore are a Class Member in this Action. As a Class Member, you may be entitled to money under the Settlement and, if so, unless you request exclusion from the Settlement, your legal rights will be affected. The purpose of this Notice is to

- (1) describe the Action,
- (2) inform you of the terms of the Settlement, and
- (3) inform you of your rights and options in connection with the Settlement.

II. SUMMARY OF THE ACTION

On June 30, 2020, Taniya Abron (“Plaintiff”) filed a Class Action Complaint for Damages, thereby commencing a putative class action against UHA in the Alameda County Superior Court Case No. RG20066438 (referred to in this Notice as the “Complaint”).

In the operative Complaint, Plaintiff alleges that UHA failed to properly pay wages, failed to timely pay wages upon termination, failed to provide compliant wage statements, failed to provide lawful meal periods, failed to authorize and permit lawful rest periods, engaged in unfair business practices, and owes unpaid wages, civil and non-civil penalties, restitution, and reasonable attorney’s fees and costs. Plaintiff seeks, among other things, the recovery of allegedly unpaid wages and meal and rest period premiums, restitution, penalties, interest, attorneys’ fees, and costs.

UHA denies all of Plaintiff’s allegations and specifically denies that it violated the law in any way as described in the

lawsuit. Nothing in this Notice, or the Settlement itself, or any actions to carry out the terms of the Settlement, means that UHA admits any fault, guilt, negligence, wrongdoing or liability whatsoever. There has been no finding of any wrongdoing by UHA. UHA wishes to settle in order to avoid the costs, time, and disruption caused by litigation.

The Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant, through their attorneys, and following participation in mediation before an experienced wage-and-hour mediator, as a result of which, the Plaintiff and UHA (collectively, the "Parties") reached a settlement. The Parties have since entered into a Class Action and PAGA Settlement Agreement ("Settlement Agreement"), which was preliminarily approved by the Court on [date of Preliminary Approval]. The Court has preliminarily appointed Plaintiff Taniya Abron as representative of the Class ("Class Representative"), and has preliminarily appointed the following Plaintiff's counsel as counsel for the Class ("Class Counsel"):

JAMES HAWKINS, APLC
James R. Hawkins
Christina Lucio
9880 Research Drive, Suite 200
Irvine, California 92618
Tel: 949-387-7200
Fax: 949-387-6676

If you are a Class Member, you do not need to take any action to receive your pro rata share of the Net Settlement Amount (defined below) as provided by the Settlement ("Individual Class Payment"). You have the opportunity to opt-out or object to the Settlement if you so choose, as explained more fully in Sections V and VI below. Class Members who do not opt out of the Settlement by submitting a valid and timely request to be excluded from the Settlement ("Request for Exclusion"), as provided in Section V below, will be bound to the Class Settlement ("Settlement Class" or "Settlement Class Members").

The Settlement represents a compromise and settlement of highly disputed claims. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable and adequate, and is in the best interests of the Class Members.

III. SUMMARY OF SETTLEMENT TERMS

Settlement Amount. UHA has agreed to pay the amount of \$5,000,000 (the "Gross Settlement Amount") to fully resolve the claims against UHA in the Action. The Gross Settlement Amount includes all settlement payments to the Settlement Class Members, Class Counsel's attorney's fees, litigation costs and expenses, the Settlement Administration Expenses, and Service Payment to the Class Representative, as outlined below.

Settlement Administration and Other Payments. The portion of the Gross Settlement Amount that is available for payment to Settlement Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments, which the Court has tentatively approved subject to final approval at the Final Approval Hearing:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$[REDACTED], for the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion submitted by Class Members, Objections to the Settlement submitted by Settlement Class Members, calculating Individual Settlement Shares, and distributing settlement payments.
- Attorney's Fees and Litigation Costs and Expenses. Payment to Court-approved Class Counsel of reasonable attorney's fees in an amount not to exceed 1/3 (33.33%) of the Gross Settlement Amount (i.e., \$1,666,666) as reasonable compensation for the work Class Counsel performed in this Action, and will continue to perform through settlement finalization, together with reimbursement for actual litigation expenses and costs actually incurred in connection with the Action not to exceed \$[REDACTED] ("Attorneys' Fees and Costs"). Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Settlement Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

- Service Award to Plaintiff Taniya Abron. A service award not to exceed \$10,000 to Plaintiff Taniya Abron to compensate her for services on behalf of the Class in initiating and prosecuting the Action. This payment is in addition to whatever payments Plaintiff is otherwise entitled to as a Settlement Class Member.

Calculation of Individual Settlement Shares. Class Members who do not submit a valid and timely Request for Exclusion will be entitled to a *pro rata* portion of the Net Settlement Amount (his/her “Individual Settlement Payment”), calculated based upon the number of weeks that each Settlement Class Member worked for UHA during the period of June 30, 2016 continuing up to and including March 11, 2022 (“Class Period”) based on UHA’s payroll records (“Workweeks”) divided by the total number of Workweeks worked by all Settlement Class Members and multiplied by the Net Settlement Amount.

Tax Matters. For taxation purposes, each Individual Settlement Share shall be allocated seventy five percent (75%) to penalties and interest to be reported on an IRS 1099 Form; and twenty five percent (25%) to wages to be reported on an IRS W-2 Form. Each Individual Settlement Share will be subject to reduction for employee-side taxes, withholdings, and deductions with respect to the wages portion of the Settlement. The employer’s portion of any payroll taxes and contributions with respect to the wages portion of the Settlement will be paid by UHA separately and in addition to the Gross Settlement Amount.

Releases. Upon final approval by the Court of the Settlement, all Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will fully release and discharge Defendant United Healthcare Alliance and its present and former parent companies, subsidiaries, as well as its shareholders, officers, directors, employees, successors, predecessors, affiliates, and assigns, (“Released Parties”) from the “Released Claims.” Released Claims will be any and all claims, debts, wages, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney’s fees, damages, action or causes of action of whatever kind or nature, that were pled or which could have been pled based on the factual allegations contained in the Complaint, the First Amended Complaint, the Second Amended Complaint, or the letters to the LWDA, arising under California law, including, but not limited to, any claims for unpaid wages, record-keeping violations, wage statement violations, meal and rest period violations including claims for premium pay, interest, “waiting time” penalties, violations of Labor Code §§ 201, 202, 203, 204, 226, 226.2, 510, 512, 1174, 1174.5, 1194, 1194.2, 1194.3, 1194.5, 1197.1, 1198, 1199, 2699(a), 2699.3, 2699.5, and all applicable Wage Orders, liquidated damages, restitution (including but not limited to pursuant to Business & Professions Code Sections 17200, *et seq.*), costs, and attorneys’ fees, which arose during the period beginning June 30, 2016 and continuing up to and including March 11, 2022 (collectively, the “Released Claims”).

All Settlement Class Members are bound by this release. Class Members will be bound by this release unless they submit a valid and timely Request for Exclusion.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approving Hearing granting final approval of the Settlement.

IV. RECEIVING PAYMENT UNDER THE SETTLEMENT

If you do nothing, you will be deemed part of the Settlement Class, you will be issued payment from the Settlement, and you will release all Released Claims, as described in this Notice.

Based on Defendant’s internal records, which will be presumed to be correct unless evidence to the contrary is timely submitted to the Settlement Administrator:

You worked <<WorkWeeks>> weeks during the time period from June 30, 2016 to March 11, 2022. Your estimated gross Individual Settlement Payment is <<estAmount>>.

If you wish to dispute the number of Workweeks attributed to you, then you must submit a written, signed dispute, along with supporting documents, if any exist, to the Settlement Administrator at the below-listed address, which contains the following information: (1) a clear statement that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (2) all supporting documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct, if any exist; (3) your full name; (4)

your current address; (5) your telephone number; (6) the last four digits of your social security number; and (7) the name and number of the case (the case name is *Abron v. United Healthcare Alliance* and the Case Number is RG20066438).

The dispute must be postmarked no later than [Response Deadline].

Settlement Administrator
<<Case Name>>
<<Name>>
<<Address1>> <<Address2>>
<<City>>, <<State>> <<Zip Code>>

To ensure receipt of your payment, **it is your responsibility to make sure you keep the Settlement Administrator informed of your current mailing address**, and you may do so by contacting the Settlement Administrator by mail at the address listed above.

V. RIGHT TO REQUEST EXCLUSION

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement. **If you request exclusion from the Settlement, you will not receive an Individual Settlement Payment, and you will not be deemed to have released the Released Claims.** To request exclusion, you must submit a written Request for Exclusion to the Settlement Administrator at the address listed above in Section IV, that contains the following information: (1) a clear statement indicating your desire to be excluded from the Settlement, such as: “I do not want to be part of the settlement class in the *Abron v. United Healthcare Alliance* class action”; (2) your full name; (3) your current address; (4) your telephone number; (5) the last four digits of your social security number; and (6) the name and number of the case (the case name is *Abron v. United Healthcare Alliance* and the Case Number is RG20066438). The Request for Exclusion must be postmarked no later than [Response Deadline]. Requests for Exclusion that do not include all required information or are postmarked after [Response Deadline] will be rejected, and those individuals will remain bound by the Settlement and the Release of Released Claims described above.

For your convenience, the Request for Exclusion form that is included with this Notice may be used by you to submit a Request for Exclusion.

If you do not timely submit a signed Request for Exclusion (as evidenced by the postmark), your Request for Exclusion will be rejected, you will be deemed a Settlement Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement if the Settlement is granted final approval by the Court. If you timely submit a signed Request for Exclusion, you will have no further role in the Action, and you will not be entitled to any benefit as a result of the Action and Settlement, and you will not be entitled to or permitted to object to the Settlement.

VI. RIGHT TO OBJECT

Any Class Member who has not requested exclusion from the Settlement (i.e. any Settlement Class Member) and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement and release of Released Claims. Objections must be mailed to the Settlement Administrator at the address listed above in Section IV, be signed, and be postmarked on or before [Response Deadline]. All objections must state the Settlement Class Member’s (1) full name; (2) current address; (3) telephone number; (4) dates of employment with UHA.; (5) last four digits of his or her social security number; (6) the name and number of the case (the case name is *Abron v. United Healthcare Alliance* and the Case Number is RG20066438); and (7) describe why the objector objects to the Settlement and release of Released Claims and whether the objector wishes to be heard at the Final Approval Hearing.

For your convenience, the Notice of Objection Form that is included with this Notice may be used by you to submit an objection to the Settlement.

To object to the Settlement, you must remain a member of the Settlement Class, and if the Court approves the

Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object. Any Settlement Class Member who does not object in the manner provided in this Notice will have waived any objection to the Settlement, whether by appeal or otherwise.

Settlement Class Members who mail timely notices of objection, which indicate that the Settlement Class Member wishes to be heard at the Final Approval Hearing, will have a right to appear at the Final Approval Hearing and have their objections heard by the Court at the hearing. Said Settlement Class Members have the right to appear either in person or through their own attorney, at their own expense, at this hearing. Objections not previously filed in writing in a timely manner as described above will not be considered by the Court.

VII. HEARING ON THE SETTLEMENT (“FINAL APPROVAL HEARING”)

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held on [date/time] in Department 21 of the Alameda Superior Court, located at Administration Building, 1221 Oak Street, Oakland, CA 94612. The Final Approval Hearing may be continued without further notice. In the event Final Approval is continued, Settlement Class Members who filed an objection will receive notice of the new hearing date.

You are not required to attend the final approval hearing, although any Settlement Class Member is welcome to attend the hearing. If you are objecting, you must comply with the requirements set forth above in Section VI, to have your objection heard by the Court.

If the Court grants final approval of the Settlement, notice of final judgment will be posted on the Settlement Administrator’s website (www.) within seven (7) calendar days after entry of the Final Order and Judgment.

VIII. ADDITIONAL INFORMATION

This Notice is only a summary of the Action and the Settlement. Settlement Class Members should contact the Settlement Administrator at **Abron v. United Healthcare Alliance, c/o [insert name/address of administrator]** with any concerns or questions regarding the Settlement. You may also refer to the pleadings, the Settlement Agreement, and other papers filed in the Action, which may be inspected in Department 21 of the Superior Court of the State of California, in and for the County of Alameda, located at Administration Building, 1221 Oak Street, Oakland, CA 94612, during regular business hours of each court day.

You may also access the Agreement online at:

XXX

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE
FOR INFORMATION REGARDING THIS SETTLEMENT.**

EXHIBIT B

REQUEST FOR EXCLUSION

Taniya Abron v. University Healthcare Alliance
Superior Court of California, County of Alameda
Case No. RG20066438

*If you want to remain a member of the Participating Settlement Class and receive an Individual Settlement Payment, you should **not** fill out this form.*

This form is to be used only if you want to exclude yourself from the Settlement.

If you exclude yourself from the Settlement: (1) you will not share in any recovery paid to Participating Settlement Class Members as a result of the Settlement; (2) you will not be bound by any decision of the Court in the Action; (3) you may not object to the Settlement; and (4) you may pursue any claims asserted in the Action that you may have against University Healthcare Alliance by filing your own lawsuit.

If you want to request to be excluded from the Settlement, you must fill out this Request for Exclusion in its entirety, sign it, and return it to the Settlement Administrator at the address listed below by First Class U.S. Mail postmarked no later than [**Response Deadline**].

Taniya Abron v. University Healthcare Alliance
Settlement

[Settlement Administrator]

Address]

[City, State Zip, Telephone Number]

Request for Exclusion

I confirm that I have received the Notice of Proposed Settlement of Class Action in the Action. I request to be excluded from the Settlement. I understand that by submitting this Request for Exclusion, I will not receive any money or other benefits under the Settlement, and will not be bound by the Settlement, including the release of Released Claims, as more fully described in the Settlement Agreement on file with the Court and Notice of Proposed Settlement of Class Action.

Please print legibly:

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____

Date: _____

Signature

EXHIBIT C

NOTICE OF OBJECTION FORM

Taniya Abron v. University Healthcare Alliance
Superior Court of California, County of Alameda
Case No. RG20066438

You should fill out this Notice of Objection Form *only* if you wish to object to the Settlement. Please note, you cannot submit this Notice of Objection Form if you submit a Request for Exclusion. Objecting to the Settlement is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be a part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

This form is to be used only if you wish to object to the Settlement. Settlement Class Members who do not timely make an objection will have waived their right to object to the Settlement.

If you wish to object to the Settlement, you must fill out this Notice of Objection Form in its entirety, sign it, and return it to the Settlement Administrator at the address listed below by First Class U.S. Mail postmarked no later than **[Response Deadline]**. Settlement Class Members who wish to object to the Settlement may appear at the Final Approval Hearing to have your objection heard by the Court.

<i>Taniya Abron v. University Healthcare Alliance</i> <i>Settlement</i> [Settlement Administrator] Address] [City, State Zip, Telephone Number]
--

Objection:

Please print legibly: Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____

The Reasons for the Objection: _____

Date: _____

Signature

EXHIBIT 2

Irma Ceja

From: Christina Lucio
Sent: Friday, May 26, 2023 9:14 AM
To: Staff
Subject: FW: Thank you for your Other Response or Document Submission

Christina Lucio
James Hawkins APLC
9880 Research Dr., Suite 200
Irvine, California 92618

Office Tel: [\(949\) 387-7200](tel:(949)387-7200)
Direct Fax: [\(949\) 387-6676](tel:(949)387-6676)

Christina@Jameshawkinsaplc.com

This email may contain privileged or confidential information and is for the sole use of the intended recipient(s). If you are not the intended recipient, any disclosure, copying, distribution, or use of the contents of this information is prohibited and may be unlawful. If you have received this electronic transmission in error, please reply immediately to the sender that you have received the message in error, and delete it. Thank you.

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Date: Friday, May 26, 2023 at 9:12 AM
To: Christina Lucio <christina@jameshawkinsaplc.com>
Subject: Thank you for your Other Response or Document Submission

05/26/2023 09:12:38 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)



Superior Court of Alameda County Public Portal

Make a Reservation

Abron VS University Healthcare Alliance, a California corpor

Case Number: RG20066438 Case Type: Unlimited Civil Category: Other Employment Complaint Case
Date Filed: 2020-06-30 Location: Rene C. Davidson Courthouse - Department 21

Reservation

Case Name: Abron VS University Healthcare Alliance, a California corpor	Case Number: RG20066438
Type: Motion re: (Motion for Preliminary Approval)	Status: RESERVED
Filing Party: Taniya Abron (Plaintiff)	Location: Rene C. Davidson Courthouse - Department 21
Date/Time: 06/23/2023 9:00 AM	Number of Motions: 1
Reservation ID: 269846710090	Confirmation Code: CR-OQUYRNJZTFKVVRHCA

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	0.00	1	0.00
Court Technology Fee	1.00	1	1.00
TOTAL			\$1.00

Payment

Amount: \$1.00	Type: Visa
Account Number: XXXX6358	Authorization: 03441D
Payment Date: 1969-12-31	

[Print Receipt](#)

[+ Reserve Another Hearing](#)

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