

JAMES HAWKINS APLC

James R. Hawkins (SBN 192925)

James@jameshawkinsaplc.com

Christina M. Lucio (SBN 253677)

Christina@jameshawkinsaplc.com

9880 Research Drive, Suite 200

Irvine, California 92618

Telephone: (949) 387-7200

Facsimile: (949) 387-6676

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

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

Plaintiff,

vs.

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

Defendants.

Case No. RG20066438

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

Reservation ID: 949352402507

**DECLARATION OF PLAINTIFF TANIYA
ABRON IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
AWARD OF CLASS COUNSEL FEES,
LITIGATION EXPENSES, AND CLASS
REPRESENTATIVE SERVICE
PAYMENT**

Date: December 29, 2023

Time: 9:00 a.m.

Dept: 21

Action Filed: June 30, 2020

SAC Filed: Sept. 28, 2022

Trial Date: None Set

1 I, TANIYA ABRON, declare as follows:

2 1. I am an individual over the age of 18 years old. I am the named plaintiff and
3 appointed Class Representative in this action. I have personal knowledge of all the facts in this
4 declaration and, if asked, I would testify to these facts under oath in court.

5 2. I was employed by Defendant University Healthcare Alliance (“UHA”) from
6 approximately 2015 to April 2020 as a non-exempt employee. I worked as an imaging specialist at
7 UHA’s Newark, California location.

8 3. As indicated in my declaration in support of Preliminary Approval, which I
9 incorporate by this reference, I contend that during the time that I worked for Defendant, I suffered
10 the harm and unlawful actions that are alleged in the operative complaint. I brought this case
11 against Defendant on behalf of myself and others who also were impacted by Defendant’s practices.

12 4. In or about June 2020, after consulting with counsel, I decided to proceed with a
13 putative class and representative action lawsuit against my former employer. At that time, I also
14 agreed to represent all current and former non-exempt employees who worked for UHA in
15 California from June 30, 2016 to resolution (either through trial or settlement), and to obtain relief
16 for the entire class. I understand that when I started this lawsuit, I agreed to consider the interests
17 of the Class as I would consider my own interests and to not elevate my own interests above the
18 Class. I am proud to say that I have always considered the Class’s interests above my own and
19 worked diligently to protect the Class’s interests throughout this case.

20 5. When I agreed to represent the class, I understood it was my duty to be readily
21 available and to participate actively in the case. I knew that I needed to keep aware of the status
22 and progress of the lawsuit. To the best of my ability, I have fulfilled these duties.

23 6. I also understood the risks I could face due to my involvement as the named plaintiff.
24 I knew that I could be responsible for the payment of Defendant’s court-awarded litigation costs
25 and potentially attorneys’ fees if I did not prevail in the litigation. Therefore, I realized that I was
26 taking a significant amount of risk in filing the class action lawsuit.

1 7. I knew that my name could be located on a search of court records and that any
2 prospective employer may find out that I had sued my former employer, and that this may impact
3 my employment prospects in the future.

4 8. Even though I knew I was taking risks, I knew I had to do what I believed was right
5 and pursue claims on behalf of other employees to vindicate our rights and attempt to recover the
6 wages that UHA owed to us.

7 9. I spent a substantial amount of time and effort pursuing my claims and the claims
8 of the Class from the time I retained my attorneys to this date.

9 10. Prior to the filing of the lawsuit, I have spent many hours in person and on telephone
10 calls discussing the facts of my case with my attorneys and their staff. I spent hours discussing the
11 facts related to my employment with UHA, including discussing my job duties and responsibilities,
12 the hours and days I worked, the manner in which I was compensated for my work, Defendant's
13 policies and practices, my observations, and identifying possible witnesses.

14 11. I also spent numerous hours looking for all documents related to my employment
15 and providing them to my attorneys, including wage statements, correspondence, work schedules,
16 policies and pay plans. I spent several additional hours on telephone calls discussing the documents
17 I provided to my attorneys and their staff.

18 12. My attorneys prepared and provided me with a copy of the complaint and amended
19 complaints for review in this case. I thoroughly reviewed the complaint and, without waiving any
20 privilege, I discussed the contents of the complaints with my attorneys and they answered any
21 questions that I had.

22 13. On June 30, 2020, my attorneys filed the class action complaint on behalf of myself
23 and other similarly situated employees who were not paid for each hour worked, provided a meal
24 period, provided a paid rest period, provided accurate wage statements, or paid all wages owed
25 upon termination.

26 14. I agreed to participate in mediation on March 11, 2022. I took a day off work to
27 assist my attorneys during the mediation by providing them with information about my experiences,
28 and Defendant's policies and practices. I understand that the case did not settle at mediation but the

1 mediation resulted in a mediator's proposal which, after conferring with my attorneys, I agreed to
2 accept.

3 15. My attorneys provided me with a copy of the proposed Settlement Agreement,
4 which I reviewed carefully before signing it. As a term of the settlement, I agreed to give a broad
5 release of all claims that I had or might have against Defendant (with the exception of a separately
6 pending lawsuit) arising from my employment. No other Class Member is required to give such a
7 release, but I understand this is sometimes asked of class representatives.

8 16. I estimate that in total I have devoted at least 60 hours of my time to assisting my
9 attorneys with this lawsuit since filing this lawsuit in 2020.

10 17. It is my opinion that the proposed settlement of \$5,000,000.00 is fair, adequate and
11 reasonable.

12 18. As Class Representative, I have always considered the interests of the Class just as
13 I would consider my interests and placed the interests of the Class above my own since I started
14 the case. In addition, as set forth above, I put myself at risk by pursuing this lawsuit on behalf of
15 myself and the other Class Members.

16 19. I understand that 1,697 current and former employees of Defendants will now
17 receive payments under the Settlement that they may not otherwise have recovered but for the
18 initiation of this case.

19 20. I also understand that the Settlement Administrator mailed the Notice Packet to the
20 Class on October 9, 2023, including to me. I am informed that through their efforts, the Settlement
21 Administrator successfully reached and delivered the Notice Packets to 1,688 of the 1,700 Class
22 Members, which represents 99.3% of the Class. I understand that only one Class Member objected
23 to the Settlement but did not indicate what she was objecting to. In addition, I understand that only
24 three of the 1700 Class Members requested exclusion from the Settlement. This means that 99.8%
25 of the Class Members will therefore participate in the Settlement and receive an individual
26 settlement payment.

1 21. I believe the fact that 99.8% of the Class elected to participate in the Settlement
2 supports my decision to accept the Settlement and underscores the fact that the Settlement is
3 objectively fair, adequate and reasonable.

4 22. I am informed that a total of approximately \$3,097,834.00 will be distributed to the
5 Class in individual settlement payments. I understand that the average settlement payment is
6 approximately \$1,822.26 and the highest settlement payment is \$3,931.85.

7 23. To date, I have not received any benefits as a result of prosecution of the action and
8 I have not been promised any. I understand that, if the Court grants final approval of the settlement,
9 my estimated individual settlement payment will be approximately \$2,586.36, in addition to any
10 service payment approved by the Court.

11 24. I am requesting the Court approve a \$10,000 Service Payment. I believe this amount
12 is reasonable considering the amount of work and time I spent with my attorneys to achieve this
13 excellent settlement over more than three years. The time and service I provided to the Class
14 resulted in the parties agreeing to settle the case and in a positive outcome to the entire Class, who
15 will receive a share of the settlement funds in this case. The requested amount is less than .2% of
16 the Gross Settlement Amount that my Counsel and I have secured. I believe a Service Payment of
17 this very small amount of the overall Settlement is justified in light of the excellent results that we
18 have achieved.

19 25. I further believe the amount of the Class Representative Service Payment is very
20 reasonable considering the financial and professional risks I took by bringing this class action
21 lawsuit against my former employer, including the potential of paying court-awarded litigation
22 costs to Defendant. I also risked negative exposure to future employers due to my name being
23 attached to this lawsuit, which can be discovered through an internet search of my name.
24 Additionally, I gave a much broader release of claims against Defendant arising from my
25 employment that other Class Members did not have to give.

26 26. Except for this action, I have not been named as a class representative in any other
27 case, pending or closed.

28 27. I do not believe that I have any conflicts of interest with the Class.

1 28. I believe the Class Members, who might not have been aware of their rights if not
2 for this class action, will substantially benefit by resolution of their claims against Defendant for
3 the Gross Settlement Amount of \$5,000,000.00.

4 29. As the appointed Class Representative, I remain committed to this case and will
5 continue to participate as needed in final approval and the settlement administration process.

6
7 I declare under penalty of perjury under the laws of the State of California that the foregoing
8 is true and correct. Executed on December 6, 2023 in Mountain View, California.

9
10 Taniya Abron
 Taniya Abron (Dec 6, 2023 13:45 PST)
11 Taniya Abron



Superior Court of Alameda County Public Portal

Court Reservation Receipt

Reservation

Reservation ID:
949352402507

Status:
RESERVED

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

Number of Motions:
1

Case Number:
RG20066438

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

Filing Party:
Taniya Abron (Plaintiff)

Location:
Rene C. Davidson Courthouse - Department 21

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

Confirmation Code:
CR-GXCGOU6NZMXEPSPZG

Fees

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

Payment

Amount:
\$1.00

Type:
Visa

Account Number:
XXXX6358

Authorization:
06251D

Payment Date:
2023-09-06

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