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Attorneys for TANIYA ABRON individually and on
behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

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

Plaintiff,

v.

UNIVERSITY HEALTHCARE
ALLIANCE, a California corporation; and
DOES 1through 10, inclusive,

Defendants.

Case No. RG20066438

Assigned for all Purposes to:
Hon. Evelio Grillo
Dept. 21

**NOTICE OF ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT AND AWARD OF
CLASS COUNSEL FEES,
LITIGATION EXPENSES, AND
CLASS REPRESENTATIVE
SERVICE PAYMENT, AND ENTRY
OF JUDGMENT**

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TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD HEREIN:

PLEASE TAKE NOTICE that on December 28, 2023 the Court entered an Order
Granting Final Approval of the Class Action and PAGA Settlement for the above entitled action.
A true and correct copy of the Court’s December 28, 2023 Order is attached hereto as Exhibit A.

Date: January 12, 2024

JAMES HAWKINS APLC


James R. Hawkins, Esq.
Christina M. Lucio, Esq.
Attorneys for TANIYA ABRON
individually and on behalf of
others similarly situated

EXHIBIT A

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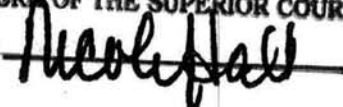
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Attorneys for Plaintiff TANIYA ABRON,
on behalf of herself and all others similarly situated

FILED
ALAMEDA COUNTY

DEC 28 2023

CLERK OF THE SUPERIOR COURT

By 

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

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT
AGREEMENT AND AWARD OF CLASS
COUNSEL FEES, LITIGATION
EXPENSES, AND CLASS
REPRESENTATIVE SERVICE
PAYMENT, AND ENTRY OF
JUDGMENT**

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 This matter came before the Court for hearing on Plaintiff's Motion for Final Approval of
2 Class Action and PAGA Settlement Agreement and Award of Class Counsel Fees, Litigation
3 Expenses, and Class Representative Service Payment. James Hawkins APLC appeared for
4 Plaintiff Taniya Abron and Gordon Rees Sully Mansukhani, LLP appeared on behalf of
5 Defendant University HealthCare Alliance ("UHA") (collectively the "Parties").

6 The Court considered the proposed Class Action and PAGA Settlement Agreement
7 ("Settlement") attached to the Declaration of James R. Hawkins as **Exhibit 1**, the submissions of
8 counsel, and all other papers filed in this action. This matter having been submitted, and good
9 cause appearing therefore, this Court **HEREBY FINDS THAT:**

10 1. This Court adopts and incorporates by reference the terms and conditions of the
11 Settlement, together with the definitions and terms used and contained therein.

12 2. The Court finds that it has jurisdiction over the subject matter of the action and
13 over all parties to the action, including all members of the Settlement Class.

14 3. The Court finds the Settlement was entered into in good faith, that it is fair,
15 reasonable, and adequate, and that it satisfies the standards and applicable requirements for final
16 approval of this class action and PAGA settlement under California law, including the provisions
17 of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

18 4. In so finding, the Court considered all evidence presented, including evidence
19 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims
20 presented; the likely duration of further litigation; the amount offered in settlement; the extent of
21 investigation and discovery completed; and the experience and views of counsel. The Parties have
22 provided the Court with sufficient information about the nature and magnitude of the claims being
23 settled, as well as the impediments to recovery, to make an independent assessment of the
24 reasonableness of the terms of the Settlement.

25 5. With respect to the Settlement Class and for the purpose of approving the
26 Settlement only, this Court finds and concludes that: (a) the Settlement Class Members are
27 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
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1 of law or fact common to the Settlement Class Members, and there is a well-defined community
2 of interest among Settlement Class Members with respect to the subject matter of the claims in
3 the action; (c) the claims of the Plaintiff are typical of the claims of the Settlement Class Members;
4 (d) the Plaintiff has fairly and adequately protected the interests of the Settlement Class Members;
5 (e) a class action is superior to other available methods for an efficient adjudication of this
6 controversy; and (f) the counsel for Plaintiff is qualified to serve as Class Counsel for the
7 Settlement Class.

8 6. Notice was provided to the Settlement Class Members in compliance with the
9 Settlement Agreement and Preliminary Approval Order, California Code of Civil Procedure
10 section 382, California Rules of Court 3.766 and 3.769, the California and United States
11 Constitutions, and any other applicable law. The Notice: (i) fully and accurately informed
12 Settlement Class Members about all material elements of the action and proposed Settlement;
13 (ii) provided sufficient information so that Settlement Class Members were able to decide whether
14 to opt-out and pursue their own remedies, or object to the proposed Settlement; (iii) provided
15 procedures for Settlement Class Members to request exclusion from the Settlement, to state
16 written objections to the proposed Settlement, to dispute the amount of gross wages, and to appear
17 at the hearing; and (iv) provided the time, date and place of the final fairness hearing.

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19 7. Settlement Class Members were given a full opportunity to participate in the final
20 fairness hearing, and all Settlement Class Members and other persons wishing to be heard have
21 been heard.

22 8. The Gross Settlement Amount and the means of distributing the Net Settlement
23 Amount to Participating Settlement Class Members are fair and reasonable in light of the nature
24 of this case.

25 9. The Court finds that James R. Hawkins and Christina M. Lucio of James Hawkins,
26 APLC have the requisite qualifications, experience, and skill to protect and advance the interests
27 of the Settlement Class. The Court finds that counsel satisfied the professional and ethical
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1 obligations attendant to the position of Class Counsel, and hereby appoints James Hawkins,
2 APLC as counsel for the Settlement Class.

3 10. James Hawkins, APLC has provided services and benefits to absent Settlement
4 Class Members and expended efforts and resources to secure the benefits, and is thus entitled to
5 an award of attorneys' fees and costs as approved by the Court. The Court finds that an award of
6 attorneys' fees of one-third of the common fund (Gross Settlement Amount) created by the
7 Settlement is reasonable after the Court conducted a lodestar cross-check.

8 11. The Class Representative prosecuted this lawsuit, worked with counsel, undertook
9 the risks associated with litigation, acted to protect the interests of the Settlement Class, and
10 conferred a benefit on absent Settlement Class Members, entered into a separate broad release,
11 and is thus entitled to receive a service payment as approved by the Court.

12 12. The appointed Settlement Administrator, CPT Group, Inc., rendered services and
13 will continue to render services, in connection with administering the notice and settlement
14 process, and is thus entitled to its requested administration fees.

15 13. The Gross Settlement Amount or "common fund" is \$5,000,000.00, with the Net
16 Settlement Amount to be paid to Participating Class Members being calculated by deducting the
17 following amounts from the Gross Settlement Amount: (1) Class Counsel's attorneys' fees of
18 \$1,666,666.00; (2) Class Counsel's documented costs of \$15,724.47; (3) a Service Payment to be
19 paid to Plaintiff as Class Representative of \$10,000.00; (4) the Settlement Administrator fees to
20 CPT Group, Inc. of \$18,000.00; and (5) PAGA Penalties of \$250,000.00, 75% (\$187,500.00) to
21 be paid to the LWDA, and 25% (\$62,500.00) to the PAGA Aggrieved Employees. The Net
22 Settlement Amount (including the penalties to the PAGA Aggrieved Employees), which will be
23 paid as Individual Settlement Payments to Participating Class Members, is estimated to be
24 approximately \$3,102,109.53. Exclusive of the PAGA Payment to PAGA Aggrieved Employees,
25 the Net Settlement Amount is estimated to be \$3,039,609.53. There is no reversion to Defendant.
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1 **IT IS ORDERED THAT:**

2 **1. Settlement Class.** The Court certifies, for settlement purposes only, the following
3 Settlement Class: All persons who were employed by Defendant University HealthCare Alliance
4 in California as non-exempt employees at any time during the Class Period. A complete list of
5 the Class Members excluded from this Settlement and Judgment is set forth at Paragraph 12 of
6 the Supplemental Declaration of Jennifer Forst with Respect to Settlement Administration and
7 Class Notice.

8 **2. Aggrieved Employees/PAGA Members.** The Aggrieved Employees are defined
9 as all persons employed by UHA in California and classified as a non-exempt employee who
10 worked for UHA during the PAGA Period.

11 **3. Class Period:** The Class Period is defined as the period from June 30, 2016 to
12 March 11, 2022.

13 **4. PAGA Period:** The PAGA Period is defined as June 30, 2019 to March 11, 2022.

14 **5. Plaintiff's Release.** Effective on the date UHA fully funds the entire Gross
15 Settlement Amount and funds all employer payroll taxes on the Wage Portion of the Individual
16 Class Payments, Plaintiff is deemed to have released and discharged the Released Parties as set
17 forth in Plaintiff's Release in Sections 6.1 and 6.1.1 of the Settlement Agreement.

18 **6. Release by Participating Class Members Who Are Not Aggrieved Employees.**
19 Effective on the date UHA fully funds the entire Gross Settlement Amount and funds all employer
20 payroll taxes on the Wage Portion of the Individual Class Payments, Plaintiff and all Participating
21 Class Members who are not also Aggrieved Employees shall be deemed to have released and
22 discharged the Released Parties for the Released Claims as set forth in the Release in Section 6.2
23 of the Settlement Agreement.

24 **7. PAGA Release:** Upon the Effective Date, the LWDA shall be deemed to have,
25 and by operation of this Final Approval Order and Judgment shall have, released the Released
26 Parties from any claim for civil penalties arising out of the Released Claims or pursuant to Labor
27 Code sections 201, 202, 203, 204, 206, 206.5, 210, 218.5, 218.6, 226, 226.2, 226.7, 510, 512, 558,
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1 1174, 1182.12, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 2699, and the applicable IWC Wage
2 Orders for the facts and theories set forth in the Plaintiff's Complaint, First Amended Complaint,
3 Second Amended Complaint, or letter(s) to the LWDA as set forth in the Release in Section 6.4
4 of the Settlement Agreement.

5 The PAGA Members waive the right to proceed as a Private Attorney General on behalf
6 of the LWDA in connection with any of the Released Claims or the specifically enumerated
7 statutes identified in paragraph 6.2, that are based on facts and circumstances that occurred during
8 the PAGA period.

9 **8. Class Relief.** UHA shall fully fund the Gross Settlement Amount, and also fund
10 the amounts necessary to fully pay UHA's share of payroll taxes by transmitting the funds to the
11 Settlement Administrator no later than 30 days after the Effective Date. The Administrator shall
12 hold the funds for the benefit of the Participating Settlement Class Members and Class Counsel,
13 and distribute said sums according to the terms of the Settlement Agreement and this Order. The
14 Settlement Administrator shall calculate and distribute the Net Settlement Amount to the
15 Participating Class Members. The distribution shall be in accordance with the instructions and
16 timeline set forth in the Settlement Agreement.

17 **9. Uncashed Checks.** Individual Settlement Payment checks shall be negotiable for
18 180 days from the date of issuance. Any Individual Settlement Payment checks that have not been
19 negotiated within 180 days after the date of issuance will be voided and the Settlement
20 Administrator will report and send the unclaimed funds to Legal Aid at Work as the *cy pres*
21 recipient.

22 **10. Class Counsel's Fees and Litigation Expenses.** James Hawkins, APLC is
23 awarded \$ 6,500.00 (requested ~~\$1,666,666.00~~) in attorneys' fees and \$ 15,724.47
24 (requested ~~\$15,724.47~~) in litigation expenses. Ten percent (10%) of the fee award shall be kept
25 in the administrator's trust fund until completion of the distribution process and Court approval
26 of a final accounting.

27 **11. Class Representative Service Payment.** Plaintiff Taniya Abron is awarded
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1 \$7,500.00 (requested ~~\$10,000.00~~) as a Service Payment for her services on behalf of the
2 Settlement Class, and for agreeing to a broader release than those required of the other Settlement
3 Class Members.

4 **12. Payment of Settlement Administration Costs.** The Court approves settlement
5 administration costs and expenses in the amount of \$16,000 (requested ~~\$18,000.00~~) to CPT
6 Group, Inc.

7 **13. Final Accounting Report.** The Parties shall file a report concerning any uncashed
8 checks or other cash residue before the Compliance Hearing. The report shall be in the form of a
9 declaration from the Settlement Administrator and shall describe: (i) the date the checks were
10 mailed, (ii) the total number of checks mailed to class members, (iii) the number of checks that
11 remain uncashed, (iv) the total value of those uncashed checks, (v) the average amount of the
12 uncashed checks, and (vi) the status of any unresolved issues.

13 **14. Compliance Hearing.** The compliance hearing is set for 10/14/24 at 1:20
14 (suggested October 2024) in Department 21 and the Court requests that Plaintiff file the
15 Settlement Administrator's report on or before 10/7/24. If the distribution is completed, the
16 Court will at that time release any hold-back of attorneys' fees.

17 **15. Entry of Judgment.** This Final Approval Order shall constitute a final judgment
18 in accordance with California Rule of Court 3.769(h). The Court directs the Clerk to enter
19 judgment in accordance with the terms of this Final Approval Order forthwith.

20 **16. Notice of Entry of Judgment.** The Parties are to give notice to all Class Members
21 of this Final Approval Order and Judgment in accordance with California Rule of Court 3.771(b)
22 by filing a Notice of Entry of Judgment of this Final Approval Order and Judgment with the
23 Court.
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3 **17. Court's Jurisdiction.** Pursuant to the Parties' request, California Code of Civil
4 Procedure section 664.6, and California Rule of Court 3.769(h), the Court retains jurisdiction over
5 this action and the parties until final performance of the Agreement.
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7 **IT IS SO ORDERED.**
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11 DATED: December 28, 2023

By: _____



HON. EVELIO GRILLO
JUDGE OF THE SUPERIOR COURT

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