

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 195443 NAME: Matthew S. Da Vega FIRM NAME: Da Vega Fisher Mechtenberg LLP STREET ADDRESS: 232 E. Anapamu St. CITY: Santa Barbara STATE: CA ZIP CODE: 93101 TELEPHONE NO.: 805.232.4471 FAX NO.: 877.535.9358 E-MAIL ADDRESS: mdavega@mdmflaw.com ATTORNEY FOR (name): Plaintiff Breana Harrison	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Alameda STREET ADDRESS: 1221 Oak Street MAILING ADDRESS: same CITY AND ZIP CODE: Oakland 94612 BRANCH NAME: Administration Building	
PLAINTIFF/PETITIONER: Breana Harrison DEFENDANT/RESPONDENT: University Healthcare Alliance OTHER:	CASE NUMBER: 21-CV003143 JUDICIAL OFFICER: Hon. Evelio Grillo
PROPOSED ORDER (COVER SHEET)	DEPT: 21

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiff Breana Harrison
2. Title of the proposed order:
ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: HEARING RE: PLAINTIFFS MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT
 - b. Date and time: August 25, 2023 at 10:00 a.m.
 - c. Place: Alameda County Superior Court
Administration Building (Dept 21 - Hon. Evelio Grillo)
1221 Oak Street, Oakland CA 94612
4. The proposed order was served on the other parties in the case.

Matthew S. Da Vega

(TYPE OR PRINT NAME)



Matthew S. Da Vega

(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:
Harrison v. University Healthcare Alliance

CASE NUMBER:

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

DA VEGA FISHER MECHTENBERG LLP, 232 E. Anapamu St., Santa Barbara, CA 93101

b. My electronic service address is (*specify*): mdavega@mdmflaw.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

Rachel Wintterle (Attorney for Defendant University Healthcare Alliance)
Gordon & Rees Scully Mansukhani, 275 Battery St., Suite 2000, San Francisco CA 94111

b. To (*electronic service address of person served*): rwintterle@grsm.com

c. On (*date*): July 31, 2023

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: July 31, 2023

Matthew S. Da Vega

(TYPE OR PRINT NAME OF DECLARANT)

 Matthew S. Da Vega

(SIGNATURE OF DECLARANT)

Matthew S. Da Vega, SBN 195443
Matthew Fisher, SBN 229532
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Attorneys for Plaintiff and the Proposed Plaintiff Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

BREANA HARRISON, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

UNIVERSITY HEALTHCARE
ALLIANCE; and DOES 1-100, inclusive,

Defendant.

Case No.: 21CV003143

CLASS and REPRESENTATIVE ACTION

**[PROPOSED] JUDGMENT and ORDER
GRANTING PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS
SETTLEMENT and ATTORNEYS' FEES and
COSTS**

Assigned For All Purposes to the Honorable
Evelio Grillo (Dept. 21)

Date: August 25, 2023
Time: 10 a.m.
Location: Dept. 21 (Hon. Evelio Grillo)

Reservation ID#: 330161113494

1 Plaintiff Brenana Harrison ("Plaintiff"), individually, and on behalf of similarly situated
2 persons, and Defendant Defendant University Healthcare Alliance ("Defendant" or "UHA")(or
3 together with the Plaintiff, the "Parties") reached a class action and PAGA settlement, upon the
4 terms and conditions set forth in the Parties' *Second Amended* Joint Stipulation of Class Action
5 Settlement and Release and later an amended version ("Settlement" or "Settlement Agreement"
6 or "*Second Amended* Settlement Agreement"), a copy of which was attached to Plaintiffs'
7 Second Supplemental Declaration of Matthew S. Da Vega ISO of Motion for Preliminary
8 Approval of Class Settlement (declaration filed on March 23, 2023).

9 On April 21, 2023, the Court issued its Order Granting Preliminary Approval of Class
10 Settlement ("Preliminary Approval Order").

11 Due and adequate notice having been given to the Class Members, as defined below,
12 and the Court having considered Plaintiff's Notice of Motion and Motion for Final Approval of
13 Class Action Settlement ("Motion") and the exhibits thereto, all papers filed and proceedings
14 had herein and any written objections/disputes received regarding the proposed Settlement, and
15 having reviewed the record in the Action, and good cause appearing,

16 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

17 **RECITALS**

18 1. On July 31, 2023, Plaintiff filed an unopposed Motion for Final Approval of
19 Class Settlement, Class Representative Enhancement Award, Settlement Administrator Costs
20 and Class Counsel's Attorneys Fees and Costs.

21 2. On August 25, 2023, the Court held a Final Approval/Fairness Hearing related
22 to the proposed Class and PAGA Settlement.

23 **FINDINGS**

24 3. **Fair, Adequate and Reasonable:** The Court finds that the Settlement is, in all
25 respects, fair, adequate, and reasonable. In making this finding, the Court considers the nature
26 of the claims and the risks inherent in such claims, the good result obtained, Defendant's
27 potential liability, and the fact that this settlement represents a compromise of the Parties'
28 respective positions rather than the result of a finding of liability at trial. The Court further

1 finds that the terms of the Settlement have no obvious deficiencies and do not improperly grant
2 preferential treatment to Plaintiff. Therefore, the Court finds that the Settlement was entered
3 into in good faith.

4 4. **Class Notice:** The Court additionally notes the significant benefits to the Class
5 Members under the Settlement Agreement, and finds that the distribution of the Class Notice of
6 Settlement to the Class Members as set forth in the Settlement Agreement has been completed
7 in conformity with the Settlement Agreement and order granting preliminary approval of the
8 Settlement. The Notice of Class Settlement provided adequate notice of the proceedings and
9 about the case, including the proposed settlement terms as set forth in the Settlement
10 Agreement. The Notice of Class Settlement fully satisfied due process requirements. The
11 Notice of Class Settlement was sent via first class U.S. Mail to all persons entitled to such
12 notice and to all Class Members. As executed, the Notice of Class Settlement was the best
13 notice practicable under the circumstances.

14 **ORDER**

15 5. The Court hereby **GRANTS FINAL APPROVAL** of the class settlement upon
16 the terms and conditions set forth in the Settlement Agreement.

17 6. **Class Definition:** The Court hereby certifies, for settlement purposes only, the
18 following class.

19 **The settlement class is defined as:**

20 “All current and former medical assistant float pool employees who
21 physically performed overtime work, and were paid an incorrect overtime
22 rate, for Defendant in the State of California from November 11, 2017
23 until the through the date the Court grants preliminary approval of the
24 Settlement.” “Class Member(s)” refers to a member(s) of the Class
(*Second Amended Settlement Agreement* §1.1)

25 “Class Period” refers to the period of time from November 11, 2017
26 through the date the Court grants preliminary approval of the Settlement.”
(*Second Amended Settlement Agreement* §1.7)

27 “Settlement Class Members” is defined to mean those Class Members who
28 have not “opted out” of the Class Settlement by submitting a timely and
valid Request for Exclusion. (*Second Amended Settlement Agreement* §1.33)

7. **Class Representative:** The Court hereby appoints Brenana Harrison as Class

1 Representative, for settlement purposes only.

2 8. **Class Counsel:** The Court hereby appoints Matthew S. Da Vega of Da Vega
3 Fisher Mechtenberg LLP as Class Counsel, for settlement purposes only.

4 9. **Implementation and Residual Monies:** The Court hereby orders the Parties to
5 implement the terms of the Settlement Agreement, and directs Defendant to disburse the funds
6 pursuant to the terms of the Settlement and consistent with this Order and Judgment. All
7 uncashed settlement checks and any residual amounts of the Settlement Fund returned to the
8 Settlement Administrator, plus any accrued interest that has not otherwise been distributed
9 pursuant to order of the Court, shall be distributed as follows: If any checks mailed to
10 Settlement Class Members remain uncashed after the expiration of 150 days, or an envelope
11 mailed to a Settlement Class Member is returned and no forwarding address can be located for
12 the Settlement Class Member after reasonable efforts have been made (including, but not
13 limited to, skip tracing), then any such funds shall be transmitted to the Settlement
14 Administrator and distributed in accordance with California Code of Civil Procedure section
15 384 in that within one seventy five (175) calendar days after the checks are mailed, pay the
16 amount of the uncashed Individual Settlement Checks to the California Labor & Workforce
17 Development Agency ("LWDA"), 800 Capitol Mall, Suite 5000 (MIC-55), Sacramento, CA
18 95814, Phone: (916) 653-9900, as the *Cy Pres* beneficiary consistent with California Code of
19 Civil Procedure section 384.2. Settlement Class Member who fails to timely cash or deposit
20 their check(s) shall remain subject to the terms of the Settlement, including without limitation
21 all releases contained herein, and the Final Approval Order and Judgment from the Court.

22 10. **Release:** All Class Members who did not "Opt-Out" of the Settlement shall be
23 bound by the releases provided in the Settlement Agreement and Notice of Class Settlement.

24 11. **Class Representative Enhancement Award:** The Court hereby approves a
25 Class Representative Enhancement Award in the amount of **\$5,000** to the Class Representative
26 to be paid out of the Settlement Amount.

27 12. **Class Counsel Fees and Costs:** The Court hereby approves an award of
28 reasonable attorneys' fees to Class Counsel in the amount of **\$29,700** and reimbursement of

1 costs and expenses they incurred in this matter in the amount of **\$16,516** to be paid out of the
2 Gross Settlement Amount.

3 13. **Settlement Administrator Costs:** The Court hereby approves an award of
4 **\$7,500** for Settlement Administration costs to be paid out of the Gross Settlement Amount.

5 14. **PAGA Payments:** The Court hereby approves payment for civil penalties
6 under the Private Attorneys General Act of 2004 (“PAGA”) in the amount of **\$1,000** (75% of
7 this amount [**\$750**] paid to the California Labor and Workforce Development Agency
8 [“LWDA”] and 25% to this amount [**\$250**] back to the PAGA group employees.

9 15. The Court notes that Defendant does not oppose these amounts, and finds these
10 amounts are fair and reasonable under the circumstances and under both the common fund
11 approach and lodestar approach.

12 16. A Compliance Status report shall be filed and served by _____.

13 **JUDGMENT**

14 17. This Judgment is intended to be a final disposition of this action in its entirety,
15 and is intended to be immediately appealable. Pursuant to Rule 3.769(h) of the California Rules
16 of Court, the Court retains jurisdiction over the Parties to enforce the terms of the Settlement
17 and this Judgment.

18 **IT IS SO ORDERED and JUDGMENT IS HEREBY ENTERED**

19
20 **DATED:** _____

21 By: _____
22 Honorable Evelio Grillo
23 Judge of the Superior Court
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