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County of Alameda
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By: Mya Williams,
Deputy Clerk

Attorneys for Plaintiff and Proposed Plaintiffs 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.: 21-CV003143

CLASS and REPRESENTATIVE ACTION

**DECLARATION OF MATTHEW S.
DA VEGA IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

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

Date: February 7, 2023

Time: 10 a.m.

Location: Dept. 21 (Hon. Evelio Grillo)

Reservation ID: 319404208984

I, Matthew S. Da Vega, hereby declare as follows:

1. I make this Declaration based on personal knowledge. If called and sworn as a witness, I would testify competently as to the facts in this Declaration.

2. I am an attorney admitted to practice law in the State of California.

3. I am a named Partner at Da Vega Fisher Mechtenberg, LLP ("DFM LLP").

4. DFM LLP is lead and only counsel for the Plaintiffs in this Lawsuit. ("Class Counsel.")

5. I have been intimately involved in all aspects of this dispute and the resulting settlement. I make this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Settlement.

1
2 **I. SETTLEMENT AGREEMENT**

3 6. Attached hereto as **Exhibit 1** is a true and correct copy of the **Joint Stipulation of**
4 **Class Action Settlement Agreement and Release (“Settlement Agreement”)** executed between
5 the Parties. The Settlement Agreement includes the following draft exhibits for the Court’s
6 consideration:

7 **Exhibit A: [Proposed] Preliminary Approval Order;**

8 **Exhibit B: Notice of Class Action Settlement;**

9 **Exhibit C: [Proposed] Final Approval Order and Judgment.**

10 **II. LEAD COUNSEL BACKGROUND**

11 7. I am a graduate of the University of California, Santa Barbara (1993) and the
12 University of San Francisco School of Law (1997). I became a member of the State Bar of
13 California in 1998. After passing the bar I started working in private practice as a Plaintiff’s
14 attorney. During my entire career I have always practiced as a Plaintiff’s lawyer representing
15 individuals or groups of individuals, specializing in employment, personal injury, mass torts, and
16 product defect matters. I have done so now for approximately 23 years. I first worked for
17 Brayton & Purcell in Novato, CA representing individuals injured from exposure to asbestos and
18 other toxins. I then worked for Lieff Cabraser Heimann & Bernstein in San Francisco
19 representing individuals in mass torts, product defect, and employment matters both individually
20 and in class actions, including wage and hour class claims. I then worked for the firm of Cappello
21 & Noel in Santa Barbara, again representing plaintiffs in individual and class actions, including
22 employment claims, lender liability, and antitrust matters. A case of particular note that I
23 performed a substantial amount of work on was the Unruh Civil Rights Act class action trial case
24 of *Jones, et. al. v. Wells Fargo Bank* (Los Angeles Superior Court, Case No. BC337821, March
25 23, 2011) in which the jury determined that Wells Fargo discriminated based on race, with respect
26 to 880 home loans for a total award to the class of \$3.52M. The Court also awarded nearly \$15M
27 in attorney’s fees.
28

1 8. In 2012 I then started my own Plaintiff's firm, Da Vega Fisher Mechtenberg LLP
2 with partners, Matthew Fisher (UC Berkeley undergrad and USC School of Law) and Ted
3 Mechtenberg (Notre Dame undergrad and Washington University School of Law, St. Louis),
4 whom each have over 15 years of experience practicing law. We are experienced counsel in
5 matters such as this and have recently settled similar matters as lead counsel - *Salvatierra v.*
6 *Intuitive Surgical, Inc.*, Santa Clara County Superior Court, Case No. 2014-1-CV-272069 (2016)
7 (\$4.6M gross settlement for class of 208 misclassified class member employees for unpaid
8 overtime wages); *Gibbins/Leal v. Hismeh Enterprises, Inc.*, Ventura County Superior Court, Case
9 No. 56-2015-00468352 (2017) (\$1M gross settlement for class of 4000+ delivery driver members
10 reimbursements); *Sena v. Facebook, Inc.*, San Mateo County Superior Court, Case No. 16-CIV-
11 00496 (2018) (\$4.25M gross settlement for class of 952 class member employees for unpaid
12 overtime wages); *Fregoso v. Eat Club, Inc.*, Santa Clara County Superior Court, Case No. 18-CV-
13 330433 (2021) (\$900K gross settlement for class of 1815 class member employees for unpaid
14 overtime wages); *Magpiong v. CareLinx, Inc.*, San Mateo County Superior Court, Case No. 21-
15 CIV-03038 (2022)(\$1.9M gross settlement for a class of 2058 Nurses for under-paid overtime
16 wages and misclassification as independent contractors).

17 **III. PROCEDURAL HISTORY**

18 9. **November 29, 2021 (Original Complaint Filed and PAGA Notice Sent):**
19 Plaintiff sent and submitted her PAGA notice and also filed her class action lawsuit under CCP
20 §382 to address Defendant's alleged violations of California wage and hour laws. Plaintiff's
21 complaint alleged 4 causes of action, including:

- 22 1. Failure to Pay Overtime Wages,
- 23 2. Failure to Furnish Timely/Accurate Wage Statements,
- 24 3. Failure to Pay All Wages Due at Discharge in Timely Manner,
4. Unlawful Business Practices.

25 **The Putative Class Definition:** Plaintiff defined the class, at that time, as:

26 “All current and former California-based Medical Assistant Floater
27 employees who performed work for Defendant from November 29, 2017
until the entry of judgment.”

28 Plaintiff believes this included, but was not limited to Defendant's Medical Assistant

1 “floater” employees (collectively “Medical Assistant Floaters or “Class Members”), or those with
2 similar titles performing similar work (Medical Assistant I, Medical Assistant II, etc.), as their
3 specific titles may have changed over time.

4 10. **February 4, 2022 (First Amended Complaint Filed):** Plaintiff filed and served
5 her First Amended Complaint (“FAC”) with the addition of the 5th cause of action for violations
6 of the PAGA.

7 11. **February 24, 2022 (Defendant Answers):** UHA filed and served its answer, as
8 well as notice of related case *Abron, et al. v. University Healthcare Alliance, et al.*, Alameda
9 County Superior Court Case No. Case number: RG20066438.

10 12. **February 25 - 28, 2022 (Plaintiff Files Objection to Notice of Related Case):**
11 Plaintiff filed and served an objection to the notice of related case arguing that the two matters
12 were not related. Harrison and Abron have/had different jobs in different departments and their
13 claims were different and not overlapping. *Harrison* sought to represent other Medical Assistant
14 “Floaters” who were underpaid overtime wages based on a failure to pay the legal required
15 overtime rate of time and half or double time for overtime hours worked. *Harrison* made no
16 claims regarding the “rounding” of time punches/cards and limits its putative class to persons in
17 the same job title/role and who were subject to the same practices as Plaintiff Harrison. In
18 contrast, *Abron* sought to represent “all non-exempt UHA employees” whose time cards were
19 rounded in Defendant’s favor. The *Abron* complaint provided no factual allegations or supporting
20 details that this “rounding” of time punches practice effected Medical Assistant Floaters or other
21 UHA employees working in other roles, titles, departments and/or UHA locations.

22 13. **March 9 - 11, 2022 (UHA Sends Letters and Checks to Class Members**
23 **following “Payroll Audit”:** Defendant sent letters to Class members indicating that, “As result
24 of a recent payroll audit, it has been discovered that previous overtime payments made to you
25 during the period of 4/26/2019 through 12/4/2020 were incorrect. You were underpaid by \$
26 [amount owed putative Class member] during this time period. University HealthCare Alliance
27 (UHA) is initiating a pay adjustment for the above amount on Friday, March 11, 2022 ... UHA
28 apologizes for this regrettable error and with this payment, we believe you have received all

monies that had been previously unpaid to you.” The underpayments occurred from 4/26/2019 through 12/4/2020 because the putative Class Members were given a \$2/hour pay differential to incentivize them to stay with the float pool rather than moving into a permanent (i.e., non-floating) position within UHA. Once the \$2/hour pay differential went into effect, it caused a minor error in UHA’s payroll processing system’s overtime calculations for this specific group of non-exempt employees.

14. **March 28, 2022 (Defendant Answer to First Amended Complaint):** Defendant filed and served its answer to the FAC.

15. **March 29, 2022 (CMC):** The Court held a case management conference and ruled that the cases of *Harrison* and *Abron* were not related.

16. **April 11-15, 2022 (Plaintiff Serves Discovery Including request for Class Member ID/Belaire Notice):** Plaintiff served written discovery (Form Rogs, RPOD, Deposition Notices of Defendant’s Payroll persons, etc.) and reaches out to defense counsel re *Belaire* notice.

17. **April 26, 2022 (Parties Discuss Potential Class Mediation):** Plaintiff’s counsel was contacted by Defense counsel. The parties discussed potential resolution of the class wide and PAGA claims and started discussing potential mediators. The Parties eventually agreed upon using mediator Michael Loeb and scheduled the mediation for Monday, August 29, 2022. The Parties then exchanged documents/data and briefs regard the case/claims prior to the mediation.

18. **August 29, 2022 (Date of Mediation Proceedings):** The Parties participate in a full day mediation with experienced JAMS Mediator Michael Loeb. There appears to be, based on Defendant’s data, approximately **54 putative class members ... of which only 17 were subject to waiting time penalties** (as they had separated employment prior to UHA paying them the back wages owed them for the miscalculation over overtime rates) ... and 34 of which had been paid all or most of alleged owed and unpaid wages (but not interest nor penalties). At the mediation the parties came to a tentative settlement subject to court approval that was codified in a Memorandum of Understanding (MOU) and eventually the Joint Stipulation of Class Action Settlement Agreement and Release (“Settlement Agreement”).

1 **IV. CASE INVESTIGATION, DISCOVERY, NEGOTIATIONS and MEDIATION**

2 19. The Parties vigorously investigated and debated the claims asserted against
3 Defendant. Plaintiff's Counsel began their investigation into the claims long before the case was
4 filed. Plaintiff's Counsel interviewed and obtained discovery/documents from various current and
5 former non-exempt medical assistant employees regarding their experiences working for
6 Defendant. After the Lawsuit was initiated, the Parties' Counsel engaged in serving written
7 discovery, informal discovery, discussions and negotiations before reaching this Settlement. Early
8 in the litigation process the Parties' Counsel began having regular discussions regarding the claims,
9 discovery, production of data, and the possibility of mediation/settlement.

10 **A. The Parties' Dispute the Merits of the Case**

11 20. Throughout the litigation, Defendant has denied Plaintiff's allegations, and further
12 have denied the case is appropriate for class certification. Further, in addition to generally denying
13 the allegations, Defendant contends that the non-exempt Medical Assistant float pool employees
14 were paid correctly for all hours worked at the correct overtime rate and that Defendant's error in
15 paying the incorrect overtime rate once the above-described error was discovered and that the
16 error was accidental. On the other hand, Plaintiff alleges that non-exempt medical assistant float
17 employees, from the period of 4/26/2019 through 12/4/2020 were paid at the incorrect overtime
18 rates due to miscalculations by Defendant regarding the increase in overtime rates due to Class
19 Members' shift differential pay. Not only did Defendant fail to include the shift differential
20 payments in the overtime calculation, they also regularly paid overtime wages at less than 1.5
21 times the base hourly rate in periods with shift differential pay. As part of the investigation into
22 the claims, Class Counsel interviewed current and former non-exempt employees and reviewed
23 various documents and handbooks related to non-exempt employees work for Defendant. This
24 investigation was crucial to the Parties' dispute over both the merits of the case, as well as with
25 respect to the appropriate scope of the Class.

26 **B. Document and Data Discovery and Expert Analysis**

27 21. Plaintiff and Defendant informally exchanged extensive documents and multiple
28 data points on the class (i.e. data for all Class Members of class period including job titles, wages

1 rates, shifts worked, length of shifts, shift dates, start/end dates, shift pay, etc.) which at the time
2 of filing includes approximately **54 Class Members**. Plaintiff retained experts Desmond,
3 Marcello & Amster - Valuation and Litigation Consultants (www.dmavalue.com) ("Plaintiff's
4 Expert"), to examine the data for mediation. Based on analysis of the data, Plaintiff made various
5 assessments of the data, overtime hours/incorrect pay rates and calculated the potential damages.
6 Further, Plaintiff's Counsel provided Defendant with Plaintiff's position as to a calculation of
7 damages at mediation. Those expert calculations estimate Defendant's potential liability for
8 alleged:

- 9 (1) Under-paid overtime wages and interest [due to Defendant's shift differential
10 miscalculations] at approximately \$2,414.01 (of which Plaintiff alleges Defendant
11 only repaid \$1,963.80);
- 12 (5) Waiting time Penalties at approximately \$ 110,908.90
- 13 (6) Wage Statement Violations at approximately \$ 950.00
- 14 (7) PAGA penalties for Underpaid Overtime at approx. \$ 1,900.00

15 **UHA's Total Liability = \$116,172.91**

16 The Gross Settlement Amount of \$90,000 is only \$26,000 less than UHA's total liability.

17 **C. Mediation and Settlement**

18 22. On August 29, 2022 the Parties engaged in a full day of mediation with the
19 experienced employment and class action mediator Michael Loeb of JAMS. After exchanging
20 data, documents, and evidence the Parties met for the full day mediation via Zoom video
21 conference with Plaintiff's counsel in-person with Plaintiff. The mediation was attended by
22 Plaintiff's Counsel and the class representative, Breana Harrison, Defense counsel, and UHA's
23 representatives. The Parties ultimately executed a confidential memorandum of understanding
24 ("MOU") at the mediation, which included a term to settle the class claims for the Gross
25 Settlement Amount of **\$90,000 (Ninety Thousand Dollars)**, subject to Court approval. The
26 Parties then later finalized the terms of the settlement in a long form Joint Stipulation of Class
27 Action Settlement and Release.

28 //

1 **V. CLASS REPRESENTATIVE’S SERVICE TO THE CLASS**

2 23. Plaintiff Breana Harrison was the driving force behind this class action. Plaintiff
3 played a critical role in retaining Matthew Da Vega and Matthew Fisher of Da Vega Fisher
4 Mechtenberg LLP and providing information regarding her legal claims to make them successful.
5 Plaintiff has experience as a non-exempt Medical Assistant floater employee and knew other
6 putative class members that in turn provided additional information in support of the legal claims.
7 With their help Plaintiff’s counsel was able to gather additional evidence, and contact additional
8 putative class members. Together, the Plaintiff worked dozens of hours to help Plaintiff’s
9 counsel, sacrificing her personal time and reputation to make the case successful.

10 24. In fact Plaintiff’s counsel spoke to other witnesses who were afraid to participate in
11 litigation for fear that it might result in damage to their careers. Plaintiff and witnesses feared that
12 initiating or participating in a class action lawsuit might risk their future job opportunities. Despite
13 this Plaintiff stepped up and worked diligently in support of the case. Plaintiff have had numerous
14 meetings and telephone conversations with Class Counsel to aid in the initial investigation, factual
15 development, mediation, and resolution of this case. She also reached out to and communicated
16 with other non-exempt employees about their work for Defendant, and encouraged by Plaintiff,
17 other non-exempt employees contacted Class Counsel to provide information about their time at
18 Defendant. In sum, the Settlement could never have been achieved without Plaintiff’s service on
19 behalf of the Class.

20 **VI. KEY TERMS OF THE SETTLEMENT**

21 25. The Settlement provides for a significant settlement payment to each Class
22 Member. In exchange, Class Members will release claims, which were asserted or could have
23 been asserted in the lawsuit based on the facts alleged in support of the class and PAGA claims.

24 **A. Definition of the Settlement Class**

25 26. Under the Settlement Agreement, the “Class” is defined as follows:

26 The “Class”:

27 “All current and former medical assistant float pool employees who physically performed
28 overtime work, and were paid an incorrect overtime rate, for Defendant in the State of
California from November 11, 2017 until the through the date the Court grants preliminary

1 approval of the Settlement.” “Class Member(s)” refers to a member(s) of the Class
(Settlement Agreement §1.1)

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

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

6 **B. \$90,000 Gross Settlement Amount**

7 27. The Settlement provides for Defendant to make a maximum payment of **\$90,000**
8 **(Ninety Thousand Dollars)** in settlement of all class and PAGA claims in the case, including the
9 Class Counsel Award, all Settlement Administration Costs, the PAGA Penalty Amount, all
10 settlement payments to Settlement Class Members, and the Class Representative Enhancement
11 Payment. (the “Gross Settlement Amount”). Defendant shall be responsible for the additional
12 amount of the employer portion of the payroll taxes. (Settlement Agreement §§1.16.; 2.1).

13 28. The “Individual Settlement Amount Calculations” payment to the Class Members
14 will be based on a division between Class Members who were: (1) subjected to waiting time
15 penalties (not paid all wages owed at the time of separation / termination of employment) and (2)
16 those that were not subject to waiting time penalties during the Class Period. The Settlement
17 Administrator will determine, based on the data provided, the 17 Class Members who were
18 subject to waiting time penalties and the 34 class members who were not. The 17 Settlement
19 Class Members (assuming no “opt outs”) who were subject to waiting time penalties will each
20 receive \$1,373.53 and for the 34 class members who were not, will get \$100 each. The Individual
21 Settlement Amounts will be allocated for tax purposes as follows: Thirty-Three (33%) of each
22 Individual Settlement Payment will be allocated as wages; Thirty-Three (33%) will be allocated
23 interest, and Thirty-four (34%) as penalties. The portion allocated to wages will be reported on an
24 IRS Form W-2 and the portions allocated to non-wages (interest and penalties) will be reported on
25 an IRS Form 1099 by the Settlement Administrator. Defendant shall solely be responsible for the
26 employer portion of the payroll taxes. (Settlement Agreement § 7.1).

27 29. The portion of the Net Settlement Amount allocated to the Class shall be all-in and
28 settlement checks will be sent to all Settlement Class Members. Any settlement checks not cashed

1 after 150 days from the date of the class-wide distribution shall be void, and the Settlement
2 Administrator shall, as soon as practicable, forward the sums correlating to those checks and any
3 residual amounts returned to the Settlement Administrator to be paid out per guidelines in CCP
4 §384 to Cy Pres recipient: Bay Area Legal Aid, 1735 Telegraph Avenue, Oakland, CA 94612,
5 510-663-4755; website: <https://baylegal.org/get-help/>. Settlement Class Member who fails to
6 timely cash or deposit their check(s) shall remain subject to the terms of the Settlement, including
7 without limitation all releases contained herein, and the Final Approval Order and Judgment from
8 the Court. (Settlement Agreement §7.4).

9 **C. Released Claims**

10 30. *Released Claims:* Under the terms of the Settlement Agreement, upon Final
11 Approval by the Court, and subject to Defendant's deposit of the Gross Settlement with the
12 Settlement Administrator, Plaintiff and each Settlement Class Member shall be bound by the
13 Settlement, and, at the same time, will have released the Released Parties from the Released
14 Claims. The “Released Claims” with respect to the “Released Parties” (defined below) are, “...
15 any and all claims that were asserted in the Action, or that arise from or could have been asserted
16 based on the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements,
17 omissions or failures to act alleged in Plaintiff’s Complaint or First Amended Complaint,
18 regardless of whether such claims arise under federal, state and/or local law, statute, ordinance,
19 regulation, common law, or other source of law (“the Released Claims”). The Released Claims
20 specifically include, but are not limited to Labor Code §§ 201, 202, 203, 204, 216, 218.5, 218.6,
21 226, 226.3, 510, 515, 1174, 1174.5, 1194, 1194.2, 1194.3, 1194.5, 1197.1, 1198, 1199, 2699.3,
22 2699.5, C.C.P. § 1021.5, the related IWC Wage Order No. 1-2001, and Business & Professions
23 Code §§ 17200, et seq., claims based on alleged violations of these Labor Code and Wage Order
24 provisions and all other claims, such as those under the California Labor Code, Wage Orders,
25 regulations, and/or other provisions of law, that could have been pleaded based on the facts
26 asserted in the Action, including: (1) failure to pay overtime wages; (2) failure to provide accurate
27 itemized wage statement; (3) failure to pay all wages due at termination [waiting time penalties],
28 (4) all related violation of the Unfair Competition Act (California Business & Professional Code

1 section 17200, et seq.), (5) violation of PAGA, (6) all related violations of the applicable Wage
2 Orders; and (8) interest, fees, and costs (“Released Claims”). The enumeration of these specific
3 statutes shall neither enlarge nor narrow the scope of res judicata based on the claims that were
4 asserted in the Action or could have been asserted in the Action based on the facts and
5 circumstances alleged in any Complaint on file in the Action. Except as set forth in Section 6.3 of
6 this Agreement, Participating Class Members do not release any other claims, including claims for
7 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
8 unemployment insurance, disability, social security, workers’ compensation, or claims based on
9 facts occurring outside the Class Period.” (Settlement Agreement §1.28 - “Released Claims”, §2.7
10 - Release of Claims by Class Members])

11 31. The “Released Parties” means, “UHA and any of its current and former directors,
12 officers, members, administrators, agents, insurers, beneficiaries, trustees, employee benefit
13 plans, representatives, partners, accountants, servants, employees, attorneys, parents, subsidiaries,
14 affiliates, divisions, branches, units, shareholders, investors, contractors, successors, joint
15 venturers, predecessors, related entities, and assigns, and all other individuals and entities acting
16 by, through, under and/or on behalf of UHA.” (Settlement Agreement §1.29). The Settlement
17 Agreement also provides Defendant with a general release from named Plaintiff, including a Civil
18 Code § 1542 waiver. (Settlement Agreement §2.6).

19 **D. Attorneys’ Fees and Incurred Expenses**

20 32. Under the terms of the Settlement Agreement, Class Counsel will move for
21 reasonable attorney’s fees, not exceeding one-third (33%), **\$29,700 (Twenty Nine Thousand and**
22 **Seven Hundred Dollars)**, of the Gross Settlement Amount (\$90,000). (Settlement Agreement §
23 2.2). Class Counsel will also seek reimbursement of reasonable expenses incurred by Class
24 Counsel in connection with the lawsuit, not exceeding **\$20,000 (Twenty Thousand Dollars)**.
25 (*Id.*) The Court need not rule on Class Counsel’s fees and expenses now; a formal application
26 will be filed prior to and to be heard at the same date and time as the Final Approval Hearing. As
27 will be explained in detail in the application, the requested fees and costs are eminently
28 reasonable considering the amount of time and expenses incurred by Class Counsel in this case.

1 In that application for fees and costs Class Counsel will provide a lodestar cross check and
2 itemization of costs so that the court can see the requests are reasonable.

3 **E. PAGA Penalty Amount, LWDA Payment, and Settlement Administrator**

4 33. **\$1,000 (Thirty-Five Thousand Dollars)** of the Gross Settlement Fund is allocated
5 to be paid for the resolution of potential PAGA claims (the “PAGA Penalty Amount”).
6 (Settlement Agreement §1.25). Pursuant to PAGA, 75% of that amount, **\$750 (Seven Hundred**
7 **and Fifty Dollars)**, is to be paid to the California Labor and Workforce Development Agency
8 (the “LWDA Payment”) and 25% to the PAGA Group, **\$250 (Two Hundred and Fifty**
9 **Dollars)**(the “PAGA Group Amount”). (Settlement Agreement §§1.18, 1.19, 1.20, 1.24, 1.25).
10 Prior to the Final Approval/Fairness Hearing, Class Counsel will apply to the Court for payment
11 from the Gross Settlement Fund to compensate the Settlement Administrator, CPT Group, Inc.,
12 for fees and costs associated with the administration of the settlement (not exceeding **\$7,500**
13 **[Seven Thousand Five Hundred Dollars]**)(the “Settlement Administration Costs”). (Settlement
14 Agreement §§ 1.2, 1.3).

15 **F. Class Representative Enhancement Payment**

16 34. Pursuant to the terms of the Settlement, Class Counsel will seek an Enhancement
17 Payment of **\$5,000 (Five Thousand Dollars)** for the Class Representative. (Settlement Agreement
18 §§1.8, 2.3). The Court need not rule on the Class Representative Enhancement Payment now; a
19 formal application will be filed prior to the Final Approval/Fairness Hearing. As will be explained
20 in detail in the application, the requested Enhancement Payment is reasonable and justified based
21 on the significant time, effort and risks the Class Representative incurred in bringing this case on
22 behalf of the Class, as well as the substantial benefits the resulting Settlement provides the Class.
23 The proposed Class Representative Enhancement Payment represents only .05% of the total Gross
24 Settlement Amount and will not significantly reduce the awards of the Class Members. Public
25 policy strongly supports service awards to plaintiffs in employment class actions, and they are
26 routinely granted by courts in this state and around the country. Such awards compensate
27 plaintiffs for the efforts and risks they have undertaken on behalf of the Class, without which no
28

1 settlement would be possible. And, they provide an incentive for other employees to bring cases
2 that vindicate the public interest in the lawful payment of wages.

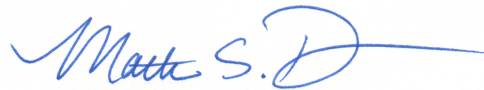
3 **CONCLUSION**

4 35. Based on my extensive experience in this type of litigation and thorough familiarity
5 with the factual and legal issues in this case, I have reached the firm conclusion that the proposed
6 Settlement is an excellent result for the Class and is in the Class Members' best interest.

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

9
10 **DATED:** January 5, 2023

DA VEGA | FISHER | MECHTENBERG LLP

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12 

13 By: _____

14 Matthew S. Da Vega
15 Attorneys for Plaintiff and Class
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EXHIBIT 1

(JOINT STIPULATION OF
CLASS ACTION SETTLEMENT AND
RELEASE)

MATTHEW S. DA VEGA, ESQ. (SBN: 195443)
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Attorneys for Defendant
 UNIVERSITY HEALTHCARE ALLIANCE

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

BREANA HARRISON, on behalf of herself)	CASE NO. 21-CV003143
and all others similarly situated,)	
Plaintiff,)	CLASS AND REPRESENTATIVE
vs.)	ACTION
UNIVERSITY HEALTHCARE)	JOINT STIPULATION OF CLASS
ALLIANCE; and DOES 1-100, inclusive,)	ACTION SETTLEMENT AND
Defendants)	RELEASE
)	Assigned To: Hon. Evelio Grillo
)	Complaint Filed: 11/29/2021
)	First Amended Complaint: 2/4/2022
)	

This Joint Stipulation of Class Action Settlement and Release (the “Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Breana Harrison (“Plaintiff”), as an individual and on behalf of all others alleged to be similarly situated, and Defendant University Healthcare Alliance (together “UHA” or “Defendant”) (Plaintiff and

1 Defendant each a “Party” and collectively the “Parties”). Except as otherwise specified, defined
2 terms shall have the meanings set forth in the Recitals and Section 1 of this Agreement.

3 **RECITALS**

4 A. Plaintiff initiated the above-captioned lawsuit by filing a Class Action
5 Complaint against Defendant on or about November 29, 2021, in the Superior Court for the
6 County of Alameda (“Court”), Case No. 21-CV-003143 (the “Action”). Plaintiff’s Complaint
7 alleged (1) Failure to Pay Overtime Wages (Labor Code §§ 204, 510, 1194, 1199); (2) Failure
8 To Provide Timely And Accurate Wage Statements (Labor Code § 226); (3) Failure To Pay All
9 Wages Due At Termination-Waiting Time Penalties (Labor Code §§ 201, 202, 203); and (4)
10 Unfair Practices Under The Unfair Competition Act (California Business & Professions Code
11 §§ 17200-17208). On February 4, 2022, Plaintiff filed a First Amended Class Action
12 Representative Action Complaint (“FAC”) adding a fifth cause of action for Violation of the
13 Private Attorney General Act (“PAGA”) (California Labor Code §§ 2698, *et seq.*) The FAC is
14 the operative complaint. Plaintiff’s FAC asserts these claims on behalf of an alleged class of all
15 current and former medical assistant float pool employees who physically performed overtime
16 work, and were paid an incorrect overtime rate, for Defendant in the State of California from
17 November 11, 2017 until the entry of judgment.

18 B. Thereafter, Plaintiff and Defendant engaged in formal and informal discovery,
19 including the exchange of documents and data, including but not limited to information
20 regarding overtime amounts paid to Class Members during the relevant period, which for
21 practical purposes is March 2019 to December 31, 2020.

22 C. On August 29, 2022, the Parties participated in an all-day mediation before
23 Michael J. Loeb of JAMS, a well-respected mediator with significant experience mediating
24 employment wage-and-hour class actions. After a full day mediation, the Parties agreed to the
25 material terms of this Agreement, which were documented in a signed Memorandum of
26 Understanding (“MOU”).

27 D. At all times, Defendant has denied and continues to deny any wrongdoing and
28 denies that it committed, threatened, or attempted to commit, any of the wrongful acts or

1 violations of law or duty alleged in the FAC or the Action, and instead contends that it has acted
2 properly and lawfully. Defendant also denies that Plaintiff or any of the Class Members are
3 entitled to any form of wages, damages, penalties, interests, attorneys' fees, costs, or any relief
4 whatsoever (at law or at equity) based on the conduct alleged in the FAC or the Action. In
5 addition, Defendant maintains that it has meritorious defenses to the claims alleged in the FAC
6 and the Action, and that it was prepared to vigorously defend the Action. Nonetheless, taking
7 into account the uncertainty and risks inherent in litigation, Defendant has concluded that
8 defense of the claims asserted in the FAC and the Action would be burdensome and expensive,
9 and that it is desirable and beneficial to fully and finally settle and terminate the Action in the
10 manner and upon the terms and conditions set forth in this Agreement.

11 E. Plaintiff believes that the claims asserted in the Action have substantial merit.
12 Nonetheless, Plaintiff and her counsel, Matthew S. Da Vega and Matthew Fisher of Da Vega
13 Fisher Mechtenberg LLP ("Class Counsel"), recognize and acknowledge the expense and length
14 of continued prosecution of the Action against Defendant through trial and any subsequent
15 appeals. Plaintiff and Class Counsel have also taken into account the uncertain outcome and risks
16 of litigation, especially in complex actions, as well as the difficulties and delays inherent in such
17 litigation. Based on their evaluation, Class Counsel have concluded that the terms and conditions
18 of this Settlement Agreement are fair, reasonable, and adequate to the Class, and that it is in the
19 best interests of the Class to settle the claims alleged in the FAC and the Action pursuant to the
20 terms and provisions of this Settlement Agreement.

21 F. The Gross Settlement Amount was negotiated and agreed-upon by the Parties.
22 The Gross Settlement Amount as defined in Section 1.16 below, is the maximum amount to be
23 paid by Defendant as a result of this Settlement, except as expressly provided in Section 6.2
24 and Defendant, in addition to the Gross Settlement Amount, shall separately pay any Employer
25 payroll taxes (e.g. FICA, FUTA, payroll taxes, and/or any similar tax or charge) in connection
26 with the Settlement. The value of the Gross Settlement Amount was expressly negotiated to
27 account for and cover the payment of the Class Representative Enhancement Payment, the
28 Settlement Administration Costs to the Settlement Administrator, the Class Counsel Award to

1 Class Counsel, the LWDA Payment, and as described in Section 7.1, all payments to
2 Settlement Class Members (all capitalized terms defined below). In no event shall Defendant
3 be required to pay more than the Gross Settlement Amount and Employer Payroll Taxes,
4 except as expressly provided in Section 6.2.

5 G. This Agreement is made and entered into by and between Plaintiff, individually
6 and on behalf of all others alleged to be similarly situated, and Defendant, and is subject to the
7 terms and conditions hereof and the Court's approval. The Parties expressly acknowledge that
8 this Agreement is entered into solely for the purpose of compromising significantly disputed
9 complex claims and that nothing herein is an admission of liability or wrongdoing by Defendant.
10 The Agreement's provisions, and all related drafts, communications and discussions, cannot be
11 construed as or deemed to be evidence of an admission or concession of any point of fact or law
12 by any person or entity and cannot be offered or received into evidence or requested in discovery
13 in this Action or any other action or proceeding as evidence of an admission or concession. If for
14 any reason the Agreement is not approved by the Court, the Agreement and the MOU will be of
15 no force or effect.

16 **AGREEMENT**

17 **1. DEFINITIONS.**

18 The following section defines terms that are not defined above. Some definitions use
19 terms that are defined later in this Section:

20 1.1 "Class" shall refer to the following group of individuals: "All current and former
21 medical assistant float pool employees who physically performed overtime work, and were paid
22 an incorrect overtime 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 Settlement." "Class
24 Member(s)" refers to a member(s) of the Class.

25 1.2 "Settlement Administrator" means CPT Group, the third-party class action
26 settlement administrator mutually agreed to by the Parties for the purposes of administering this
27 Settlement. The Parties will each ensure and represent that they do not have any financial
28

1 interest in the Settlement Administrator or otherwise have a relationship with the Settlement
2 Administrator that could create a conflict of interest.

3 1.3 "Settlement Administration Costs" means the costs payable to the Settlement
4 Administrator for all fees and expenses reasonably and necessarily incurred as a result of
5 administering this Settlement, including, but not limited to, the cost of providing notice of the
6 proposed settlement to the Class, the cost of administering the settlement and any settlement
7 fund created as a result of this Agreement. These costs will include, *inter alia*, required tax
8 reporting on the Individual Settlement Amounts, the issuing of IRS Form 1099 and Form W-2,
9 distributing the Notice, calculating and distributing the Class and PAGA Settlement amounts,
10 and providing necessary reports and declarations. The Settlement Administration Costs are
11 estimated to **not exceed Seven Thousand Five Hundred Dollars (\$7,500)** and shall be payable
12 from, and not in addition to, the Gross Settlement Amount. To the extent the Settlement
13 Administrations Costs are greater than the estimated amount such excess amount will also be
14 deducted from the Gross Settlement Amount.

15 1.4 "Class Counsel" means Matthew S. Da Vega and Matthew Fisher of Da Vega
16 Fisher Mechtenberg LLP.

17 1.5 "Class Counsel Award" means the amount awarded by the Court pursuant to this
18 Agreement to Class Counsel for reasonable attorneys' fees and reimbursement of litigation costs
19 and expenses incurred in connection with the litigation and resolution of this Action, including,
20 but not limited to, costs associated with documenting the Agreement, securing the Court's
21 approval of the Agreement, administering the Agreement, obtaining entry of the judgment in the
22 Action, and expenses for any experts or consultants. The Class Counsel Award shall be paid
23 from, and not in addition to, the Gross Settlement Amount. Class Counsel shall request
24 attorneys' fees of up to thirty-three percent (33%) of the Gross Settlement Amount of
25 \$90,000.00, or **Twenty-Nine Thousand Seven Hundred Dollars (\$29,700)**, plus the
26 reimbursement of reasonable costs and expenses not to exceed **Twenty Thousand Dollars**
27 **(\$20,000)**, both of which will be paid from the Gross Settlement Amount. Defendant agrees not
28 to oppose Class Counsel's fee and cost applications up to the above-specified amounts. Any

1 portion of the Class Counsel Award not awarded to Class Counsel shall be added back to the
2 Gross Settlement Amount for the benefit of Settlement Class Members and PAGA Group.

3 1.6 “Class List” means a list of the Class Members formatted in Microsoft Office
4 Excel and shall include each Class Member’s full name; mailing address and telephone number
5 last known to Defendant; and Social Security number. The Settlement Administrator will treat
6 the Class List as confidential, and the Class List shall not be used for any purpose other than as
7 set forth herein. The Settlement Administrator shall not disclose the Class List to Class Counsel
8 or any other person or entity.

9 1.7 “Class Period” refers to the period of time from November 11, 2017 through the
10 date the Court grants preliminary approval of the Settlement.”.

11 1.8 “Class Representative Enhancement Payment” means the amount to be awarded
12 by the Court pursuant to this Agreement to be paid to Plaintiff in recognition of her effort and
13 work in prosecuting the Action on behalf of the Class Members and others similarly situated, and
14 the associated risks of acting as a class representative. The Class Representative Enhancement
15 Payment shall be reported on an IRS Form 1099 and shall be payable from, and not in addition
16 to, the Gross Settlement Amount. Plaintiff will request up to **Five Thousand Dollars (\$5,000)**
17 in recognition of her service, and Defendant will not oppose this request. Any portion of the
18 Class Representative Enhancement Payment not awarded by the Court to Plaintiff shall be added
19 to the Class Settlement Amount for the benefit of Participating Class Members and PAGA
20 Group.

21 1.9 “Class Settlement” means the settlement and resolution of the Released Claims,
22 not including claims under PAGA (the California Private Attorneys General Act, California
23 Labor Code section 2698, *et seq.*), which is detailed in the PAGA Release.

24 1.10 “Complaint” means the original complaint filed on or about November 29, 2021
25 and the FAC filed by Plaintiff on or about February 4, 2022.

26 1.11 “Defendant’s Counsel” shall mean Michael D. Bruno and Rachel Wintterle of
27 Gordon Rees Scully Mansukhani
28

1.12 “Effective Date” means the date of the entry of the Final Approval Order and Judgment if there are no valid objections to the Settlement. However, if a valid objection is made and an appeal or other effort to obtain reconsideration or review has been initiated, the “Effective Date” shall instead mean two (2) court days after the date that such appeal is withdrawn, or such appeal or other reconsideration or review has been finally concluded in favor of the Final Approval Order and Judgment and the Final Approval Order and Judgment is no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing en banc, petitions for certiorari, or otherwise.

1.13 “Estimated Net Settlement Fund” means the Gross Settlement Amount less the current estimated amounts for a Class Counsel Award (\$29,700.00 in attorneys’ fees and \$20,000.00 in attorney costs), the Settlement Administration Costs (approximately \$7,500), the Class Representative Enhancement Payment (\$5,000), and the PAGA Penalty Award (\$1,000). The actual Net Settlement Fund will be determined pursuant to Section 1.20.

1.14 “Fairness Hearing” means the hearing at which the Court decides whether to enter the Final Approval Order and Judgment.

1.15 “Final Approval Order and Judgment” means an order finally approving the Settlement as being fair, reasonable and adequate and certifying the Class (substantially similar in form to draft attached hereto as **Exhibit C - Final Approval Order and Judgment**).

1.16 “Gross Settlement Amount” means a non-reversionary common fund in the amount of **Ninety Thousand Dollars (\$90,000.00)**, which includes the Class Counsel Award to Class Counsel, all Settlement Administration Costs, the LWDA Payment, all settlement payments to Settlement Class Members, and the Class Representative Enhancement Payment.

1.17 “Individual Settlement Amount” means the amount paid in settlement hereunder to each Settlement Class Member as determined pursuant to the terms set forth in Section 7.1.

1.18 “LWDA” means the California Labor and Workforce Development Agency

1.19 “LWDA Payment” means seventy-five percent (75%) of the PAGA Penalty Amount (\$1,000) or **Seven Hundred Fifty Dollars (\$750.00)**, to be paid to the LWDA.

1 1.20 “Net Settlement Fund” means the Gross Settlement Amount less the Class
2 Counsel Award to Class Counsel, all Settlement Administration Costs, the Class Representative
3 Enhancement Payment, and the PAGA Penalty Amount (consisting of the LWDA payment [75%
4 of PAGA Penalty] and PAGA Group Amount [25% of PAGA Penalty Amount]). To the extent
5 the Court does not approve the full requested Class Counsel Award to Class Counsel, the Class
6 Representative Enhancement Payment, or Settlement Administration Costs, the Net Settlement
7 Fund will increase. Settlement payments to Settlement Class Members will come out of the Net
8 Settlement Fund.

9 1.21 “Notice” or “Class Notice” means the notice of the proposed settlement terms, as
10 approved by Class Counsel, Defendant’s Counsel and the Court, to be provided to Class
11 Members. The Class Notice must be substantially similar to the form attached as **Exhibit B -**
12 **Class Notice**, and contain: (a) information regarding the nature of the Action, (b) a summary of
13 the terms of the Agreement, (c) the definition of the Class, (d) the formula for calculating the Net
14 Settlement Fund (including the amounts sought for the Class Counsel Award, Class
15 Representative Enhancement Payment, Settlement Administration Costs and the LWDA
16 Payment) and Individual Settlement Amounts, (e) the dates which comprise the Class Period,
17 and (f) the deadlines by which Requests for Exclusion or Objections to the Agreement must be
18 submitted to the Settlement Administrator.

19 1.22 “Objection” means a Class Member’s valid and timely written objection to the
20 Settlement Agreement. For the Objection to be valid, it must: (a) state the case name and number
21 of the Action, (b) contain the Class Member’s name, current mailing address, most current
22 telephone number, and last four digits of his or her Social Security number, (c) state the basis for
23 the objection, (d) be signed by the Class Member, (e) be submitted to the Settlement
24 Administrator at the address specified in the Class Notice; and (f) be submitted with proof of the
25 submission date (such as a U.S. Postal Service postmark or another delivery service date stamp)
26 on or before the Response Deadline. If the Class Member wishes to speak at the Fairness
27 Hearing, he or she should (although they are not required to) file a notice of intention to appear
28 with the Court and provide a copy of this notice and their Objection to counsel for both Parties.

1.23 “PAGA Group” shall mean all Class Members.

1.24 “PAGA Group Amount” means twenty-five percent (25%) of the PAGA Penalty Amount (\$1,000), or **Two Hundred Fifty Dollars (\$250)**, to be distributed pro rata and paid to the PAGA Group by the Settlement Administrator pursuant to Sections 7.2 and 7.3.

1.25 “PAGA Penalty Amount” means **One Thousand Dollars (\$1,000)** to be paid to settle any and all claims for which penalties under PAGA may be sought or are otherwise available, as set forth in Section 2.5 of this Agreement.

1.26 “Preliminary Approval Order” means the Court order granting preliminary approval of the Settlement Agreement. The proposed Preliminary Approval Order submitted to the Court for its approval shall be substantially similar to the draft attached to this Settlement Agreement as **Exhibit A - Preliminary Approval Order**.

1.27 “QSF” means the “Qualified Settlement Fund” which is an interest-bearing account designated and controlled by the Settlement Administrator as described in Section 2.1.

1.28 “Released Claims” means the claims being released as described in Paragraph 6.2 below, and including any manner of action, cause of action, claim, demand, right, suit, obligation, debt, contract, agreement, promise, liability, or remedy of any nature whatsoever (including without limitation any damages, charges, penalties, interest, losses, costs, expenses, and attorneys’ fees), whether in law or in equity, under contract, tort or any other subject area, or under any statute, rule, regulation, order, or law, whether federal, state, or local, on any grounds whatsoever, including without limitation any and all alleged violations of the California Labor Code, the California Code of Regulations, the Industrial Welfare Commission Wage Orders, the California Business & Professions Code, and the Fair Labor Standards Act, that were pled or that could have been pled, and claims sought or that could have been sought, based on or arising out of the factual allegations in the Complaint, whether foreseen or unforeseen, fixed or contingent.

1.29 “Released Parties” means UHA and any of its current and former directors, officers, members, administrators, agents, insurers, beneficiaries, trustees, employee benefit plans, representatives, partners, accountants, servants, employees, attorneys, parents, subsidiaries, affiliates, divisions, branches, units, shareholders, investors, contractors, successors,

1 joint venturers, predecessors, related entities, and assigns, and all other individuals and entities
2 acting by, through, under and/or on behalf of UHA.

3 1.30 “Releasing Parties” means Plaintiff and all Class Members who do not timely
4 submit a valid Request for Exclusion (aka “Opt Out”), and each of their successors, assigns,
5 legatees, heirs, and personal representatives.

6 1.31 “Request for Exclusion” (aka “Opt Out”) means a timely and valid written request
7 submitted by a Class Member indicating that he or she requests to be excluded from the Class
8 Settlement. The Request for Exclusion must: (a) state the case name and number of the Action,
9 (b) set forth the name, address, and telephone number of the Class Member requesting exclusion;
10 (c) be signed by the Class Member; (d) be addressed to the Settlement Administrator; and (e) be
11 postmarked on or before the Response Deadline.

12 1.32 “Response Deadline” means the deadline by which Class Members must submit
13 to the Settlement Administrator valid Requests for Exclusion or Objections to the Agreement.
14 Requests for Exclusion and Objections to the Agreement must be submitted with proof of the
15 submission date (such as a U.S. Postal Service postmark or another delivery service date stamp)
16 on or before the Response Deadline. The Response Deadline shall be **forty-five (45) calendar**
17 **days** from the initial mailing of the Class Notice to Class Members pursuant to Section 4. In the
18 event of a re-mailed Class Notice, the Response Deadline will be extended an additional fifteen
19 (15) calendar days for that individual Class Member.

20 1.33 “Settlement Class Member(s)” means a Class Member who has not “opted out” of
21 the Class Settlement by submitting a valid and timely Request for Exclusion.

22 **2. SETTLEMENT RELIEF AND RELEASES.**

23 **2.1 Gross Settlement Amount.**

24 (a) Defendant shall pay the Gross Settlement Amount of Ninety Thousand dollars
25 (\$90,000.00) into the QSF within thirty (30) business days after the Effective Date.

26 (b) The Parties agree that the QSF is intended to be a “Qualified Settlement Fund”
27 under Section 468B of the Code and Treas. Reg. §1.468B-1, 26 CFR § 1.468B-1, *et seq.*, and
28 will be administered by the Settlement Administrator as such. Among other duties of the

1 Settlement Administrator provided by this Settlement, the Settlement Administrator shall open
2 and administer a settlement account in such a manner as to qualify, and maintain the
3 qualification of, the account as a “Qualified Settlement Fund” under Section 468B of the Code
4 and Treas. Reg. §1.468B-1 and satisfy all federal, state and local income and other tax reporting,
5 return, and filing requirements with respect to the QSF. The Parties and the Settlement
6 Administrator shall treat the account as coming into existence as a Qualified Settlement Fund on
7 the earliest date permitted as set forth in 26 CFR §1.468B-1(j)(2)(i), and such election statement
8 shall be attached to the appropriate returns as required by 26 CFR §1.468B-1(j)(2)(ii). The
9 Parties agree to cooperate with the Settlement Administrator and one another to the extent
10 reasonably necessary to carry out the provisions of this section.

11 (c) The Gross Settlement Amount shall be used to pay all amounts contemplated or
12 required by this Agreement, including the Class Representative Enhancement Payment to Plaintiff,
13 Settlement Administration Costs to the Settlement Administrator, the Class Counsel Award to
14 Class Counsel, the PAGA Penalty Amount, and as described in Section 7.1, to cover all payments
15 to Settlement Class Members.

16 (d) The Settlement Administrator will calculate the amounts to be paid to Settlement
17 Class Members in accordance with the terms and provisions of this Agreement and in accordance
18 with applicable state and federal law (including tax regulations).

19 (e) No person or entity shall have any claim against UHA, Defendant’s Counsel, any
20 of the Released Parties, Plaintiff, Class Members, Class Counsel, or the Settlement Administrator
21 based on distributions and payments made in accordance with this Agreement.

22 2.2 Class Counsel Award. Subject to Court approval, Defendant agrees not to object to
23 Class Counsel’s request for attorneys’ fees of up to thirty-three percent (33%) of the Gross
24 Settlement Amount (\$90,000.00) or Twenty-Nine Thousand Seven Hundred Dollars (\$29,700.00)
25 to cover all attorneys’ fees. Plaintiff and Class Counsel agree to not seek an award of greater than
26 thirty-three percent (33%) of the Gross Settlement Amount for fees (i.e., \$29,700.00) and that
27 Defendant will not be obligated to pay any award in excess of thirty-three percent (33%) of the
28 Gross Settlement Amount. Subject to Court approval, Defendant agrees not to object to Class

Counsel's request for reasonable litigation costs of up to Twenty Thousand Dollars (\$20,000.00). Class Counsel will file any papers supporting the request for the Class Counsel Award with the Court sixteen (16) court days before the Fairness Hearing. Class Counsel shall provide the Settlement Administrator their current and valid Form W-9 within five (5) business days of the Effective Date. If the Court approves the Settlement of this Action and a payment of a Class Counsel Award, and so long as Class Counsel has timely provided the Settlement Administrator with their current and valid Form W-9, Class Counsel shall be paid the Class Counsel Award approved by the Court out of the QSF within thirty-five (35) business days after the Effective Date.

2.3 Class Representative Enhancement Payment. Plaintiff agrees not to petition the Court for more than Five Thousand Dollars (\$5,000.00) for a Class Representative Enhancement Payment. While Defendant does not object to a reasonable Class Representative Enhancement Payment, it takes no position on the propriety of the amount sought by Plaintiff. Plaintiff will file any papers supporting the request for a Class Representative Enhancement Payment with the Court at least sixteen (16) court days prior to the Fairness Hearing. Plaintiff shall provide the Settlement Administrator a current and valid Form W-9 within five (5) business days of the Effective Date. If the Court approves the Settlement of this Action and a Class Representative Enhancement Payment, so long as Plaintiff has timely provided the Settlement Administrator a current and valid Form W-9, the Settlement Administrator shall pay the Class Representative Enhancement Payment awarded by the Court to Plaintiff from the QSF within thirty-five (35) business days after the Effective Date. Plaintiff acknowledges that she has obtained no tax advice from UHA or Defendant's Counsel, and that UHA and Defendant's Counsel have not made any representation concerning the tax consequences, if any, of the Class Representative Enhancement Payment. Plaintiff agrees that she is solely responsible for the tax consequences of the Class Representative Enhancement Payment.

2.4 Reduction in Class Representative Enhancement Payment or the Class Counsel Award. In the event that the Court (or any appellate court) awards less than the amount requested for the Class Counsel Award or the Class Representative Enhancement Payment, only the awarded amounts shall be paid and shall constitute satisfaction of those obligations and full

1 payment thereunder, and any remaining or un-awarded portion of the requested Class Counsel
2 Award and/or the Class Representative Enhancement Payment shall be allocated to the
3 Settlement Class Members pursuant to the terms of Section 7. To the extent the Court does not
4 approve any or all of the amount of the Class Counsel Award and/or the Class Representative
5 Enhancement Payment, the Settlement shall remain binding, and this will not be a justification
6 for Plaintiff to withdraw from the Settlement. Plaintiff shall not have the right to revoke the
7 Settlement Agreement if the Court reduces or does not approve the requested Class Counsel
8 Award or Class Representative Enhancement Payment, although Plaintiff shall retain the right to
9 appeal any reduction of the Class Counsel Award. Any reduction of the amount of the Class
10 Counsel Award and/or the Class Representative Enhancement Payment by the Court or by an
11 appellate court shall not affect any of the Parties' other rights and obligations under this
12 Agreement.

13 2.5 Payment and Allocation of the PAGA Penalty Amount. **One Thousand Dollars**
14 **(\$1,000)** (the PAGA Penalty Amount) will be paid from the Gross Settlement Amount for the
15 settlement, release and discharge of any and all claims for which penalties under PAGA may be
16 sought or could otherwise be available to any member of the PAGA Group as stated in Section
17 2.8. Pursuant to the express requirements of California Labor Code section 2699(i), the PAGA
18 Penalty Amount shall be allocated as follows: (i) Seven Hundred Fifty Dollars (\$750.00) (75%)
19 to be paid to the LWDA (the "LWDA Payment"); and (ii) Two Hundred Fifty Dollars (\$250.00)
20 (25%) (the "PAGA Group Amount") for distribution to the PAGA Group. The LWDA Payment
21 and the PAGA Group Amount shall be paid out of the QSF by the Settlement Administrator
22 within thirty-five (35) business days after the Effective Date.

23 2.6 Release of Claims by Plaintiff. Plaintiff unconditionally, irrevocably and
24 absolutely releases and discharges the UHA and, as well as any other present or former
25 employees, officers, agents, attorneys, affiliates, successors, owners, assigns and all other
26 representatives of the UHA (collectively, "Released Parties"), from any and all causes of action,
27 judgments, liens, indebtedness, damages, losses, claims (including attorneys' fees and costs),
28 liabilities and demands of whatsoever kind and character that Plaintiff may now or hereafter have

1 against the Released Parties arising from incidents or events occurring on or before the final
2 settlement approval of this agreement, and these claims shall collectively be referred to hereafter
3 as "Released Claims." To the extent permitted by law, this release is intended to be interpreted
4 broadly to apply to all transactions and occurrences between Plaintiff and any of the Released
5 Parties, including but not limited to any and all claims related to Plaintiff's employment with the
6 UHA, including the employment conditions and separation from employment with, and all other
7 losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected
8 or unsuspected, arising directly or indirectly out of or in any way connected with this Action
9 and/or any transactions or occurrences with Released Parties. Plaintiff's Released Claims
10 include, without limitation, any claims under the laws of contract or tort, the common law, the
11 state or federal Constitution, any state or federal statutes (including, without limitation, the
12 California Fair Employment and Housing Act, the California Civil Code, the California
13 Government Code, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities
14 Act, and the Age Discrimination in Employment Act), and any claimed predicated on a policy of
15 the UHA. Released Claims include all claims for physical injuries, illness, damage or death, and
16 all claims for attorneys' fees, costs, and expenses. Notwithstanding the foregoing, Plaintiff's
17 Release does not extend to any claims or actions to enforce this Agreement, or to any claims for
18 vested benefits, unemployment benefits, disability benefits, social security benefits, workers'
19 compensation benefits that arose at any time, or based on occurrences outside the Class Period,
20 or any claims that cannot lawfully be waived or released by private agreement. Plaintiff further
21 acknowledges that she is not owed any additional monies and acknowledges that she may
22 discover facts or law different from, or in addition to, the facts or law that she knows or believes
23 to exist with respect to Released Claims. Plaintiff agrees, nonetheless, that her general release of
24 claims and this Agreement shall be and remain effective in all respects notwithstanding such
25 different or additional facts or law.

26 2.6.1 Plaintiff's Waiver of Rights Under California Civil Code Sections
27 1542. Plaintiff expressly acknowledges and agrees that the releases contained in this Agreement
28

1 include a waiver of all rights under Section 1542 of the California Civil Code. This statute reads
2 as follows:

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

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

13 2.7 Release of Claims by Class Members. Upon the Effective Date, all Releasing
14 Parties shall waive and forfeit, and be deemed to have fully, finally and forever released and
15 discharged all Released Claims against all Released Parties. All Participating Class Members, on
16 behalf of themselves and their respective former and present representatives, agents, attorneys,
17 heirs, administrators, successors, and assigns, release UHA, its agents, officers, employees,
18 directors, owners, subsidiaries, DBA's, attorneys and parent companies, ("Released Parties")
19 from any and all claims that were asserted in the Action, or that arise from or could have been
20 asserted based on the facts, circumstances, transactions, events, occurrences, acts, disclosures,
21 statements, omissions or failures to act alleged in Plaintiff's Complaint or First Amended
22 Complaint, regardless of whether such claims arise under federal, state and/or local law, statute,
23 ordinance, regulation, common law, or other source of law ("the Released Claims"). The
24 Released Claims specifically include, but are not limited to Labor Code §§ 201, 202, 203, 204,
25 216, 218.5, 218.6, 226, 226.3, 510, 515, 1174, 1174.5, 1194, 1194.2, 1194.3, 1194.5, 1197.1,
26 1198, 1199, 2699.3, 2699.5, C.C.P. § 1021.5, the related IWC Wage Order No. 1-2001, and
27 Business & Professions Code §§ 17200, *et seq.*, claims based on alleged violations of these
28 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, including: (1) failure to pay overtime wages;
(2) failure to provide accurate itemized wage statement; (3) failure to pay all wages due at

1 termination [waiting time penalties], (4) all related violation of the Unfair Competition Act
2 (California Business & Professional Code section 17200, *et seq.*), (5) violation of PAGA, (6) all
3 related violations of the applicable Wage Orders; and (8) interest, fees, and costs (“Released
4 Claims”). The enumeration of these specific statutes shall neither enlarge nor narrow the scope
5 of res judicata based on the claims that were asserted in the Action or could have been asserted in
6 the Action based on the facts and circumstances alleged in any Complaint on file in the Action.
7 Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release
8 any other claims, including claims for vested benefits, wrongful termination, violation of the Fair
9 Employment and Housing Act, unemployment insurance, disability, social security, workers’
10 compensation, or claims based on facts occurring outside the Class Period.

11 2.8 PAGA Release. Upon the Effective Date, Plaintiff shall on behalf of herself, the
12 PAGA Group, and the LWDA waive, release, and forever discharge the Released Parties from
13 any and all liabilities, claims or actions for civil penalties under PAGA (the California Private
14 Attorneys General Act, California Labor Code section 2698, *et seq.*), including related attorneys’
15 fees, costs, and interest, for conduct or omissions during the Class Period based on or arising out
16 of the factual allegations of the Complaint, including without limitation any and all claims under
17 California Labor Code sections 201, 202, 203, 204, 204.2, 206, 206.5, 207, 208, 210, 212, 218.5,
18 218.6, 221, 223, 224, 226, 226.7, 226.8, 227, 227.3, 230, 230.1, 233, 246, 432.5, 510, 511, 512,
19 513, 551, 552, 558, 976, 1025, 1102.5, 1174, 1182.12, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198,
20 1198.3, 1199, 1696.5, 2570.3, 2698, 2699, 2699.3, 2699.5, 2753, 2800, 2802, 2806, 6311, and
21 6399.7.

22 **3. PRELIMINARY APPROVAL PROCESS.**

23 3.1 Preliminary Approval Hearing. As soon as practicable after this Agreement is
24 fully executed Plaintiff shall file a motion for preliminary approval seeking an order from the
25 Court for: (i) conditional certification of the Class for settlement purposes only; (ii) preliminary
26 approval of this Settlement Agreement; (iii) setting a date for the Fairness Hearing; (iv)
27 appointing Plaintiff as class representative for settlement purposes only; and (v) appointing the
28 law firm of Da Vega Fisher Mechtenberg LLP as Class Counsel for settlement purposes only.

1 Defendant will not oppose Plaintiff seeking conditional certification of the Class for settlement
2 purposes only. Plaintiff shall provide a copy of the Agreement to the LWDA, pursuant to
3 California Labor Code section 2699(1)(2), at the same time that it is submitted to the Court.

4 3.2 Preliminary Approval of Notice. In conjunction with the motion for entry of the
5 Preliminary Approval Order, Plaintiff shall submit for Court approval the proposed Class Notice.
6 The Preliminary Approval Order shall also provide for the Class Notice to be sent to all Class
7 Members by the Settlement Administrator.

8 3.3 Preliminary Approval Briefing. Class Counsel shall draft the motion for
9 preliminary approval of the Settlement and provide Defendant with a copy of the draft
10 preliminary approval papers at least five (5) court days prior to filing so that Defendant may
11 provide any comments to the drafts. Defendant shall be permitted, but not required, to file its
12 own brief in support of the Preliminary Approval Order.

13 **4. NOTICE TO THE CLASS, OBJECTIONS, AND REQUESTS FOR**
14 **EXCLUSION.**

15 4.1 Delivery of the Class List. Within thirty (30) calendar days after entry of the
16 Preliminary Approval Order, Defendant shall provide the Class List to the Settlement
17 Administrator.

18 4.2 Notice by First-Class U.S. Mail. Within seven (7) calendar days of receipt of the
19 Class List, the Settlement Administrator shall mail the Class Notice via First-Class U.S. Mail to
20 all Class Members for whom it has a valid U.S. Postal address.

21 4.3 Updating of Contact Information in the Class List. After receiving the Class List
22 and prior to mailing the Class Notice, the Settlement Administrator shall perform a search based
23 on the National Change of Address Database for information to update and correct for any
24 known or identifiable address changes. If the Settlement Administrator determines that a Class
25 Member has more than one address and it cannot reasonably determine which address is the most
26 current, the Settlement Administrator shall mail the Class Notice to all such addresses.

27 4.4 Re-Mailing of Notice. Any Class Notice returned to the Settlement Administrator
28 as non-deliverable on or before the Response Deadline shall be sent promptly via First-Class

1 U.S. Mail to the forwarding address affixed thereto. With respect to Class Notices returned to the
2 Settlement Administrator without a forwarding address, the Settlement Administrator shall make
3 an attempt to locate an address by way of skip-trace and promptly re-mail the returned Class
4 Notice via First-Class U.S. Mail.

5 4.5 Request for Exclusion Procedures. Any Class Member wishing to opt out of the
6 Class Settlement must submit by U.S. Mail or other delivery service a written and signed
7 Request for Exclusion to the Settlement Administrator (at the address set forth in the Class
8 Notice) containing all the information required by Section 1.31 of this Agreement, on or before
9 the Response Deadline. The date the Request for Exclusion is sent, as evidenced by the postmark
10 or other delivery service date stamp, shall be the exclusive means to determine whether a
11 Request for Exclusion has been timely submitted. Class Members who submit a timely and valid
12 Request for Exclusion will not be bound by the Class Settlement and will have no standing to
13 object to the Settlement; however, they will be bound by the PAGA Release. As described in
14 Sections 7.2 and 7.3, all Class Members will be entitled to a pro rata share of the PAGA Group
15 Amount regardless of whether they opt out under this Section 4.5. If more than 10% of Class
16 Members timely and validly opt out of the Settlement, Defendant may elect to terminate the
17 Agreement. If Defendant terminates the Agreement under this provision, Defendant will bear any
18 of the already incurred costs of the third party settlement administration.

19 4.6 Objection Procedures. To object to the Class Settlement or the Agreement, a
20 Settlement Class Member must submit a valid Objection, by U.S. Mail or other delivery service,
21 to the Settlement Administrator (at the address set forth in the Class Notice) on or before the
22 Response Deadline. The Objection must be signed by the Settlement Class Member and contain
23 all information required by Section 1.22 of this Agreement. The date the Objection is sent, as
24 evidenced by the postmark or other delivery service date stamp, shall be the exclusive means to
25 determine whether an Objection has been timely submitted. If a Class Member wishes to speak at
26 the Fairness Hearing, they should (but are not required to) file a notice of intention to appear
27 with the Court and provide a copy of the notice and their Objection to counsel for both Parties.
28 All Settlement Class Members will be permitted to appear and speak at the Fairness Hearing in

1 order to have an Objection heard by the Court. Class Members who fail to object in the manner
2 specified in this Agreement shall be deemed to have waived all objections to the Agreement and
3 shall be foreclosed from making any objections (whether by appeal or otherwise) to the
4 Settlement.

5 4.7 Settlement Administration Reports. The Settlement Administrator shall provide
6 Defendant's Counsel and Class Counsel a weekly report which certifies the number of Class
7 Members who have submitted Requests for Exclusion (including the name(s) of Class
8 Member(s) who submitted a request for exclusion) and Objections. Additionally, within five (5)
9 calendar days of the Response Deadline, the Settlement Administrator will provide to
10 Defendant's Counsel and Class Counsel a report containing the above-mentioned information
11 ("Final Response Report"). The Settlement Administrator will also provide to counsel for both
12 Parties any updated reports regarding the administration of the Agreement as needed or
13 requested by either Party individually, or by the Parties jointly, subject to the terms of this
14 Agreement.

15 4.8 Notice Sufficient. The Parties agree not to engage in any other form of non-Court-
16 sanctioned notification or publicity relating to this Settlement or the Action.

17 4.9 No Solicitation of Settlement Objections or Exclusions. The Parties agree that at
18 no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class
19 Members to submit Objections or Requests for Exclusion, or to appeal from the Court's Final
20 Approval Order and Judgment.

21 4.10 Certification of Completion. The Settlement Administrator shall provide a written
22 declaration under oath certifying the completion of its notice-related tasks no later than twenty-
23 one (21) calendar days after the Response Deadline.

24 **5. FAIRNESS HEARING; JUDGMENT.**

25 5.1 Fairness Hearing and Entry of the Final Approval Order and Judgment. Upon
26 expiration of the deadlines to submit Requests for Exclusion or Objections to the Agreement as
27 described above, a Fairness Hearing shall be conducted to determine whether the Court should
28 enter a Final Approval Order and Judgment, providing for, among other things, payment of

1 Individual Settlement Amounts to Settlement Class Members and the amounts properly payable
2 for (i) the Class Counsel Award; (ii) the Class Representative Enhancement Payment; (iii) the
3 PAGA Penalty Amount; and (iv) all Settlement Administration Costs. Plaintiff shall request that
4 the Fairness Hearing be held within one hundred twenty (120) calendar days after entry of the
5 Preliminary Approval Order, subject to the Court's availability.

6 5.2 Judgment and Continued Jurisdiction. Pursuant to California Rules of Court, Rule
7 3.769(h), upon final approval of this Agreement by the Court, the Parties shall present the
8 judgment to the Court for its approval. After entry of the judgment, the Court shall have
9 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
10 of the terms of the Agreement, (ii) Agreement administration matters, and (iii) such post-
11 judgment matters as may be appropriate under court rules or applicable law, or as set forth in this
12 Agreement.

13 5.3 Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
14 Member who does not affirmatively opt-out of the Class Settlement by submitting a timely and
15 valid Request for Exclusion shall be bound by all of the terms of the Agreement, including those
16 pertaining to the Released Claims, as well as any order that may be entered by the Court if it
17 grants final approval of this Agreement. Notwithstanding the submission of any timely and valid
18 Request for Exclusion, all Class Members (including the PAGA Group) will be bound by the
19 PAGA Release under the Final Approval Order and Judgment pursuant to *Arias v. Superior*
20 *Court*, 46 Cal.4th 969 (2009).

21 **6. NULLIFICATION OR MODIFICATION OF AGREEMENT.**

22 6.1 Defendant's Right to Revoke. Defendant may terminate and withdraw from this
23 Agreement at any time prior to the date the Court's approval of the Agreement becomes "final"
24 (i.e., not subject to appeal or reconsideration) if: (a) the Agreement is construed in such a fashion
25 that Defendant is required to pay more than the Gross Settlement Amount and Employer payroll
26 taxes (except as provided in Section 6.2); (b) the Court makes an order inconsistent with any of
27 the terms of this Agreement including, but not limited to, certifying for settlement purposes a
28 class or representative action that is different from the Class defined in Section 1.1 or PAGA

1 Group defined in Section 1.23, or any modification relating to the release of all claims (except for
2 an order reducing the Class Counsel Award or the Class Representative Enhancement Payment);
3 (c) following the signing of this Agreement, any court certifies, whether on a conditional basis or
4 not, a class, collective, or representative action involving a claim covered by this Agreement; (d)
5 any government department or agency raises objections to the terms in the Agreement or
6 otherwise indicates that it intends to pursue remedies beyond those contemplated by the
7 Agreement; or (e) more than 10% of Class Members timely and validly opt out of the Class. If
8 Defendant terminates and withdraws under this provision, Defendant will bear any of the already
9 incurred Settlement Administration Costs, unless the basis for withdrawal is a Court order as
10 described in items (a) and (b) above. In the event that the basis for withdrawal is a Court order as
11 described in items (a) and (b) above, Defendant must provide written notice to Plaintiff of its
12 intent to terminate and withdraw within one (1) week of the date on which the clerk provides
13 notice of the filed offending order. Failure to provide timely notice will serve as a waiver of the
14 right to revoke under the circumstances described in item (a) or (b) above.

15 6.2 Modification Based on Increase in Number of Class Members. Defendant has
16 represented that there were **approximately 54 Class Members as of August 29, 2022**. If the
17 number of Class Members increases by more than 10% (i.e., more than 6 class members) through
18 the date of the Preliminary Approval Order, then the Gross Settlement Amount shall be increased
19 by the same number of percentage points above 10% by which the actual number of Class
20 Members exceeds 10. For example, and for purposes of illustration only, if the number of Class
21 Members increases by 11% (1% over the 10% “grace”), the Gross Settlement Amount will
22 increase by 1%.

23 6.3 Action Status if Settlement Not Approved. This Agreement is being entered into
24 for Settlement purposes only. In the event that (1) Defendant invokes its rights under Sections 4.5
25 or 6.1 of this Agreement, (2) the Court conditions its approval of either the Preliminary Approval
26 Order or the Final Approval Order and Judgment on any modifications of this Agreement that are
27 not acceptable to all Parties (including, but not limited to, any modification of the Class or the
28 claims and penalties being released) except for any reduction of the Class Counsel Award or the

1 Class Representative Enhancement Payment, (3) the Court does not approve the Settlement
2 Agreement or enter the Final Approval Order and Judgment, or (4) the Court's approval of this
3 Agreement does not become "final" for any reason, then this Agreement will be deemed null and
4 void *ab initio*. In that event, (a) the Preliminary Approval Order, and/or Final Approval Order and
5 Judgment, and all of its or their provisions will be vacated by its or their own terms, including, but
6 not limited to, vacating conditional certification of the Class, conditional appointment of Plaintiff
7 as a class representative and conditional appointment of Da Vega Fisher Mechtenberg LLP as
8 Class Counsel, (b) the Action will revert to the status that existed before the execution date of the
9 MOU and (c) no term or draft of the MOU or this Agreement contemplated by it, or any part of
10 the Parties' settlement discussions, negotiations or documentation will have any effect or be
11 admissible into evidence for any purpose in the Action or any other proceeding. If the Court does
12 not approve this Agreement or enter the Final Approval Order and Judgment for any reason, or if
13 the Court's approval of this Agreement does not become "final" for any reason, Defendant shall
14 retain all its rights to object to the maintenance of the Action as a class and/or representative
15 action, and nothing in the MOU or this Agreement contemplated by it or other papers or
16 proceedings related to the MOU or this Agreement contemplated by it shall be used as evidence
17 or argument by any Party concerning whether the Action may properly be maintained as a class
18 and/or representative action.

19 **7. DISTRIBUTION.**

20 7.1 Individual Settlement Amounts Calculations. The Individual Settlement Amount
21 will be a minimum of \$100 for each Settlement Class Member. The remainder of the Net
22 Settlement Fund after payment of minimum \$100 paid to each Settlement Class Member shall be
23 equally divided amongst the remaining Settlement Class Members who are allegedly owed
24 waiting time penalties (and who do not exclude themselves from the Class Settlement). At the
25 time of this Agreement there are approximately 17 putative Class Members who are allegedly
26 owed waiting time penalties.

27 (a) The Individual Settlement Amount(s) will be allocated for tax purposes as
28 follows: Thirty-Three (33%) of each Individual Settlement Payment will be allocated as wages;

Thirty-Three (33%) will be allocated interest, and Thirty-four (34%) as penalties. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to non-wages (interest and penalties) will be reported on an IRS Form 1099 by the Settlement Administrator. Defendant shall solely be responsible for the employer portion of the payroll taxes.

7.2 Distribution of the PAGA Group Amount. The Settlement Administrator shall divide the PAGA Group Amount by the total number of PAGA Group members (i.e., the total number of Class Members). The resulting figure shall be each Class Member's pro rata share of the PAGA Group Amount, and these share amounts shall be reported on an IRS Form 1099.

7.3 Distribution Timing of Individual Settlement Amounts and the PAGA Group Amount. Individual Settlement Amounts shall be paid by check and mailed to Settlement Class Members within thirty-five (35) business days following the Effective Date. Class Member pro rata shares of the PAGA Group Amount shall be paid by check and mailed to Class Members within thirty-five (35) business days following the Effective Date. If administratively feasible, the Settlement Administrator will combine into one check a Settlement Class Member's Individual Settlement Amount and their pro rata share of the PAGA Group Amount.

7.4 Uncashed Settlement Checks. If any checks mailed to Settlement Class Members remain uncashed after the expiration of 150 days, or an envelope mailed to a Settlement Class Member is returned and no forwarding address can be located for the Settlement Class Member after reasonable efforts have been made (including, but not limited to, skip tracing), then any such funds shall be transmitted to the Settlement Administrator and distributed in accordance with California Code of Civil Procedure section 384 to the following cy pres recipient: the Bay Area Legal Aid, 1735 Telegraph Avenue, Oakland, CA 94612, 510-663-4755; website: <https://baylegal.org/get-help/>. Settlement Class Member who fails to timely cash or deposit their check(s) shall remain subject to the terms of the Settlement, including without limitation all releases contained herein, and the Final Approval Order and Judgment from the Court,

7.5 Effect of Cashing or Depositing Checks. The Complaint does not allege claims under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. ("FLSA") and is thus not an FLSA "action" under 29 U.S.C. § 216(b). The Parties agree this is an "opt-out" action under the

California Code of Civil Procedure that does not require an “opt-in” procedure to bind Class Members to the terms of the Settlement, which includes the release of Released Claims as defined in Sections 1.28 and 2.6. Nevertheless, and without prejudice to this position and without changing the nature of this action, the Parties agree that Settlement Class Members who cash or deposit an Individual Settlement Amount check are deemed to “opt-in” to the Settlement. Each Individual Settlement Amount check to Settlement Class Members shall be affixed with the following language as further notice: “By cashing or depositing this check, I confirm my consent to the Settlement, which includes releasing claims under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. (“FLSA”).”

8. MISCELLANEOUS PROVISIONS.

8.1 Cooperation. The Parties shall cooperate fully with one another in seeking approval of the Court of this Settlement and to use their respective best efforts to consummate the Settlement and cause the Preliminary Approval Order and Final Approval Order and Judgment to be entered and to become final. The Parties therefore agree to cooperate in good faith to promptly prepare, execute, and finalize all Settlement-related documents, seek all necessary Court approvals, and do all other things necessary to consummate the Settlement. No Party to this Agreement shall seek to evade his, her, or its good faith obligations to seek approval and implementation of this Settlement by virtue of any ruling, order, governmental report or other development, whether in the Action, in any other litigation or otherwise that hereafter might occur and might be deemed to alter the relative strengths of the Parties with respect to any claims or defenses or their relative bargaining power with respect to negotiating.

8.2 Further Assurances. The Parties must execute and deliver any additional papers, documents and other assurances, and must do any other acts reasonably necessary, to perform their obligations under this Settlement Agreement and to carry out its expressed intent. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions

1 that may become necessary to effectuate the terms of this Agreement, the Parties may seek the
2 assistance of the Court to resolve such disagreement.

3 8.3 Extension of Postmark Deadlines Falling on a Sunday or Federal Holiday. If the
4 last day for a Class Member to submit any document under this Agreement falls on a Sunday or
5 Federal holiday, the deadline will be extended to the next day on which the U.S. Postal Service is
6 open.

7 8.4 Exhibits Incorporated by Reference. The terms of this Agreement include the
8 terms set forth in any attached Exhibit, which are incorporated by this reference as though fully
9 set forth herein. Any Exhibit to this Agreement is an integral part of the Settlement.

10 8.5 Confidentiality. Plaintiff and Class Counsel will keep the Settlement Agreement
11 and related documents, and their settlement negotiations (including, but not limited to, the
12 negotiations in the course of mediation), confidential and will not disclose that information to any
13 third party until such time as Plaintiff files the motion seeking entry of the Preliminary Approval
14 Order. Plaintiff and Class Counsel will make no comments of any kind regarding the Settlement
15 Agreement to the press/media, or for purposes of advertising. Plaintiff and Class Counsel agree
16 that they will not issue any press releases or post any statements regarding the Settlement
17 Agreement on any websites or initiate any contact with the media. If Plaintiff and/or Class
18 Counsel are contacted by the media, or any other third party, regarding the Settlement Agreement,
19 they may only advise that the Action has been amicably resolved and refer them to the public
20 filings in the Action. Plaintiff and Class Counsel agree that they will not disclose the terms of the
21 Settlement Agreement on any websites or in any other materials not necessary for the facilitation
22 of the Settlement Agreement. Plaintiff and Class Counsel shall retain the right to discuss the
23 Settlement Agreement with the Parties and the Class. Plaintiff and Class Counsel agree to
24 maintain the confidentiality of any non-public information exchanged pursuant to the Parties'
25 stipulated protective order and that they will not disclose any settlement or mediation privileged
26 communications. Plaintiff and Class Counsel also agree and acknowledge that any breach of this
27 Section 8.5 may cause irreparable harm or damage to Defendant that is difficult to ascertain, and
28 thus Plaintiff and Class Counsel agree that any breach of this Section 8.5 shall give Defendant the

1 right to obtain injunctive or other applicable equitable relief, in addition to any other remedies
2 available in law or equity.

3 8.6 Non-Disparagement. Plaintiff further agrees that she shall not commit any act or
4 make any statement that is, or could reasonably be interpreted as, detrimental to the business,
5 reputation, or good will of Defendant, including making any negative or disparaging statements
6 about its business, or its officers, directors, agents, and/or other personnel (past and present), its
7 employment policies and practices, operations, products, or services, either as fact or opinion.
8 Plaintiff acknowledges the terms of this Agreement shall not preclude her from providing truthful
9 testimony if mandated by subpoena or court order to do so, or pursuant to any request from a
10 government agency. Further, Plaintiff acknowledges the terms of this Settlement Agreement shall
11 not preclude her from advocating in favor of Court approval of the Settlement.

12 8.7 Grammar. The neuter form of a pronoun shall be considered to include within its
13 meaning the masculine and feminine forms of the pronoun, and vice versa.

14 8.8 No Conflict Intended. Any inconsistency between this Settlement Agreement and
15 the attached exhibits will be resolved in favor of this Settlement Agreement.

16 8.9 Headings and Formatting of Definitions. The various headings used in this
17 Settlement Agreement are solely for the Parties' convenience and may not be used to interpret this
18 Settlement Agreement. The headings and the formatting of the text in the definitions do not
19 define, limit, extend, or describe the Parties' intent or the scope of this Settlement Agreement.

20 8.10 Interim Stay of Proceedings. The Parties agree to refrain from further litigation of
21 the Action, except such proceedings necessary to implement and obtain entry of the Final
22 Approval Order and Judgment. The Parties shall jointly seek to stay all dates and deadlines in the
23 Action pending final approval of this Stipulation. The Parties further agree that the mutual,
24 voluntary cessation of litigation shall terminate if the motion for entry of the Preliminary
25 Approval Order or the Final Approval Order and Judgment are denied by the Court.

26 8.11 No Injunctive Relief against Defendant. As part of this Settlement Agreement,
27 Defendant shall not be required to enter any consent decree, nor shall Defendant be required to
28 agree to any provision of injunctive relief.

1 8.12 Waiver of Appeal. Plaintiff and Class Counsel agree to waive appeals of an order
2 granting final approval of this Settlement Agreement or entering judgment in this Action so long
3 as such order is consistent with the material terms of this Agreement.

4 8.13 Class List. Within seven (7) months after the Effective Date and completion of the
5 administration, or in the event the Settlement is terminated pursuant to Section 4.5 or 6.1, all
6 originals, copies, documents, transcriptions, iterations, or drafts of the Class List or any portion
7 thereof, including any updated Class Member contact information obtained via, e.g., the National
8 Change of Address database, shall be returned to Defendant by the Settlement Administrator.

9 8.14 Entire Agreement. This Agreement and any attached Exhibit constitutes the entirety
10 of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may
11 be deemed binding on the Parties.

12 8.15 Amendment or Modification. This Agreement may be amended or modified only
13 by a written instrument signed by counsel for all Parties or their successors-in-interest and if after
14 entry of the Preliminary Approval Order, as approved by the Court.

15 8.16 Real Party in Interest. In executing this Settlement Agreement, the Parties warrant
16 and represent that they, including Plaintiff in her representative capacity on behalf of the Class,
17 PAGA Group and all others alleged to be similarly situated, are the only persons having any interest
18 in the claims asserted in the Action. Neither these claims, nor any part of these claims, have been
19 assigned, granted, or transferred in any way to any other persons.

20 8.17 Authorization to Enter Into Agreement. Counsel for all Parties warrant and
21 represent they are expressly authorized by the Party whom they represent to negotiate this
22 Agreement and to take all appropriate action required or permitted to be taken by such Parties
23 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
24 effectuate the terms of this Agreement.

25 8.18 Voluntary Agreement. The Parties have negotiated the settlement at arms-length
26 and in good faith, with assistance from Michael J. Loeb of JAMS, a respected mediator, and have
27 executed this Settlement Agreement knowingly, voluntarily, and without duress or undue influence.
28

1 8.19 Dispute Resolution. The Parties agree to cooperate in good faith to mutually select
2 a mediator with wage and hour class action experience to resolve any and all disputes that may arise
3 in connection with interpreting the terms of this Settlement Agreement. Defendant and Class
4 Counsel shall split equally and pay for any mediator fees and costs associated with seeking mediator
5 assistance pursuant to this Section. Under no circumstances shall any mediator fees or costs incurred
6 pursuant to this Section be taken out of the Gross Settlement Amount.

7 8.20 Cooperation and Drafting. The Parties have cooperated in the drafting and
8 preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall
9 not be construed against any of the Parties.

10 8.21 Change of Time Periods. All time periods and dates described in this Settlement
11 Agreement are subject to the Court's approval. These time periods and dates may be changed by
12 the Court or by the Parties' written agreement without notice to the Class.

13 8.22 Binding on Successors and Assigns. This Agreement shall be binding upon and
14 inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators,
15 successors and/or assigns.

16 8.23 California Law Governs. All terms of this Agreement and Exhibits hereto shall be
17 governed by and interpreted according to the laws of the State of California.

18 8.24 Execution and Counterparts. This Agreement may be executed in counterparts
19 which shall be deemed to be part of one original, and facsimile and electronic image copies of
20 signatures (including by PDF, DocuSign, or any electronic signature complying with the U.S.
21 federal ESIGN Act of 2000) or other transition method shall be equivalent to original signatures.

22 8.25 Enforceability. The Parties intend this to be a binding, enforceable and admissible
23 settlement agreement under California Code of Civil Procedure section 664.6 and California
24 Evidence Code section 1123(b).

25 8.26 Inadmissibility. This Settlement Agreement, whether approved or not approved,
26 revoked, or made ineffective for any reason, and any proceedings related to this settlement and any
27 discussions relating thereto shall be inadmissible as evidence of any liability or wrongdoing
28 whatsoever and shall not be offered as evidence of any liability or wrongdoing in any Court or other

1 tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this
2 Settlement Agreement, nor any proceedings taken pursuant to it, shall be construed, offered or
3 received in evidence as an admission, concession or presumption that class certification is
4 appropriate, except to the extent necessary for the consummation of this Agreement.

5 8.27 Agreement Constitutes a Complete Defense. To the extent permitted by law, this
6 Settlement Agreement may be pled as a full and complete defense to any action, suit, or other
7 proceedings that may be instituted, prosecuted or attempted against the Released Parties contrary
8 to any releases contained herein, including the release of the Released Claims and the PAGA
9 Release.

10 8.28 Defendant's Position. Defendant states that it has acted lawfully at all times and its
11 policies and practices have been lawful, fair, and consistent with all relevant laws, rules, and
12 regulations. Defendant denies all claims as to liability, damages, penalties, interest, fees, restitution,
13 costs, injunctive relief and all other forms of relief as well as the class allegations asserted in the
14 Action. To the extent this Agreement is deemed void, Defendant does not waive, but rather
15 expressly reserves, all rights to challenge all such claims and allegations in the Action upon all
16 procedural and factual grounds, including without limitation the ability to challenge class,
17 collective, and representative action treatment on any grounds, as well as asserting any and all other
18 potential defenses or privileges. Plaintiff and her counsel agree that Defendant retains and reserve
19 these rights. Specifically, Plaintiff and her counsel agree not to argue or present any argument that,
20 in the event this Agreement is not approved in full, Defendant could not oppose any class or
21 collective certification motion, file a later motion for de-certification, contest any class action or
22 collective certification on any grounds, or assert any and all other potential defenses and privileges
23 if any or all of the Action were to proceed. Plaintiff and her counsel hereby waive such arguments
24 and agree they will not take a position contrary to this provision.

25 ///

26 ///

27 ///

28 ///

SIGNATURES - READ CAREFULLY BEFORE SIGNING

Dated: 11/19/2022

DocuSigned by:
Breana Harrison
2881A3AC3CD54EE

UNITED HEALTHCARE ALLIANCE

Dated:

Michael Weatherford
Chief Financial Officer

1 8.29 No Admission of Liability. Nothing in the MOU or the Settlement
2 Agreement may be construed as an admission or concession on any point of fact or law
3 by or against any Party.

4 **SIGNATURES - READ CAREFULLY BEFORE SIGNING**

6 **PLAINTIFF BREANA HARRISON**

8 Dated: _____
9 Breana Harrison

11 **UNITED HEALTHCARE ALLIANCE**

12 November 22, 2022 | 11:45 AM PST

13 Dated: _____
14 Michael Weatherford
15 Chief Financial Officer

DocuSigned by:
Michael Weatherford
A43AA5CFB7454C8...

APPROVED AS TO FORM:

**GORDON REES SCULLY MANSUKHANI
LLP**

Dated: 11/19/2022

By: 
Defense Counsel

Attorneys for Defendant
UNITED HEALTHCARE ALLIANCE

DA VEGA FISHER MECHTENBERG LLP

Dated: 11/19/2022

By: 
Matthew S. Da Vega

Attorneys for Plaintiff
BREANA HARRISON

EXHIBIT A

**[PROPOSED] ORDER RE PRELIMINARY
APPROVAL**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

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

Plaintiff,

v.

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

Defendants.

Case No. 21-CV003143

CLASS and REPRESENTATIVE ACTION

**[PROPOSED] ORDER RE PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND PROVISIONAL
CLASS CERTIFICATION ORDER**

[Assigned To Hon. Evelio Grillo
Dept. 21]

Date: _____

Time: _____

Location: Dept. 21 (Hon. Evelio Grillo)

Action Filed: November 17, 2021

On _____ this Court heard Plaintiff's Motion for Preliminary Approval of Class Action Settlement and provisional class certification under California Rule of Court 3.769, as filed by Plaintiff Breana Harrison (the "Plaintiff"). This Court reviewed the motion, including the Joint Stipulation of Class Action Settlement and Release (the "Agreement," "Settlement," or "Settlement Agreement"). Based on this review, the hearing, and the findings below, the Court finds good cause to GRANT the motion.

1 **FINDINGS:**

2 1. Unless otherwise specified, defined terms in this Preliminary Approval of Class
3 and Representative Action Settlement and Provisional Class Certification Order (the
4 “Preliminary Approval Order”) have the same definition as the defined terms in the Agreement.

5 2. The Court determines there is sufficient evidence to suggest that the Agreement
6 (including the Class Representative Enhancement Payment, Class Counsel’s fees and costs, the
7 Settlement Administration Costs, and the allocation of payments to Settlement Class Members)
8 falls within the range of possible approval that could ultimately be given final approval by this
9 Court as fair, reasonable, and adequate, and that the final determination of these issues will be
10 made at the Final Approval Hearing (referred to in the Agreement as the “Fairness Hearing”).
11 More specifically, the Court finds on a preliminary basis that:

12 (a) The Settlement provides for a Gross Settlement Amount of \$90,000 that
13 Defendants will pay into the settlement fund pursuant to the terms and timing specified in the
14 Agreement. The Settlement further provides that the Net Settlement Fund shall be calculated by
15 subtracting the following amounts from the total of the Gross Settlement Amount:

- 16 (1) the Class Counsel Award (estimated at \$29,700 in attorneys’ fees [33% of
17 \$90,000 Gross Settlement Amount] and \$20,000 in attorney costs);
18 (2) all Settlement Administration Costs (estimated not to exceed \$7,500);
19 (3) the Class Representative Enhancement Payment (estimated at \$5,000); and
20 (4) the PAGA Penalty Amount (\$1,000) of which 75% (\$750) is allocated to the
21 California Labor Workforce and Development Agency (“LWDA Payment”) and 25% (\$250) is
22 allocated to the PAGA Group (“PAGA Group Amount”), all under the Private Attorneys General
23 Act of 2004 (“PAGA”)

24 The Net Settlement Fund, to be disbursed to Settlement Class Members (estimated at 54
25 individual class members) who have not excluded themselves from the Settlement, is presently
26 anticipated to be approximately \$26,800. If the Settlement is approved, the full amount of the
27 Net Settlement Fund will be paid out to Settlement Class Members who do not exclude
28 themselves from the Settlement in accordance with the terms of the Agreement.

1 (b) The Agreement is fair, adequate and reasonable as to all Class Members
2 when balanced against the probable outcome of further litigation relating to liability and
3 damages issues.

4 (c) Settlement at this time will avoid substantial additional costs by all parties,
5 as well as avoid the delay and risks that would be presented by the further prosecution of this
6 class action.

7 (d) The Settlement does not improperly grant preferential treatment to class
8 representatives or segments of the class, supporting a presumption of fairness.

9 (e) Adequate inquiry, investigation and discovery have been conducted so that
10 counsels for the Parties are able to reasonably evaluate their respective positions, supporting a
11 presumption of fairness.

12 (f) The Agreement has been reached as a result of intensive, serious and non-
13 collusive, arms-length negotiations, supporting a presumption of fairness.

14 3. The Court finds that distribution of the Notice of Class Action Settlement,
15 substantially in the form attached hereto as “**Exhibit 1**”, via first class U.S. postal mail to Class
16 Members (a) constitutes the best notice practicable under the circumstances, (b) constitutes valid,
17 due, and sufficient notice to all members of the Class, and (c) complies fully with the
18 requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766
19 and 3.769, the California and United States Constitutions, and other applicable law.

20 4. For settlement purposes only, the Court finds the Class is so numerous that
21 joinder of all Class Members is impracticable, Plaintiff’s claims are typical of the Class’s claims,
22 there are questions of law and fact common to the Class, which predominate over any questions
23 affecting only individual Class Members, the Plaintiff is an adequate representative of the Class,
24 and class certification is superior to other available methods for the fair and efficient adjudication
25 of the controversy.

26 5. Pursuant to Labor Code section 2699, subdivision (1)(2), the Court notes that
27 Plaintiff provided a copy of the Agreement to the LWDA at the same time that Plaintiff provided
28

1 it to the Court, and the Court has reviewed the Settlement's provisions relating to settlement of
2 claims under PAGA. The Court tentatively finds that the payment of \$1,000 for settlement of any
3 and all claims for which civil penalties under PAGA may be sought or are otherwise available
4 (the "PAGA Penalty Payment"), is fair and adequate. Further, the Court tentatively finds that the
5 PAGA Penalty Payment satisfies the requirements of California Labor Code section 2699,
6 subdivision (i), because \$750 (75%) of the PAGA Penalty Amount is allocated to the LWDA for
7 the enforcement of labor laws and education of employers, and \$250 (25%) is allocated for
8 distribution to the PAGA Group, i.e., the allegedly "aggrieved employees."

9 **IT IS ORDERED THAT:**

10 1. **Settlement Preliminary Approval.** The Settlement Agreement and the Notice of
11 Class Action Settlement are preliminarily approved. The Court further preliminarily approves
12 the predetermined Individual Settlement Payments to the Class Members.

13 1.1 **Provisional Certification.** The Settlement Class is provisionally certified for
14 settlement purposes only as a class of: "All current and former medical assistant float pool
15 employees who physically performed overtime work, and were paid an incorrect overtime rate,
16 for Defendant in the State of California from November 11, 2017 through the date the Court
17 grants preliminary approval of the Settlement." The "Class Period" refers to the period of time
18 from November 11, 2017 through the date the Court grants preliminary approval of the
19 Settlement. Excluded from the Settlement Class are putative Class Members who submit a
20 timely and valid Request for Exclusion (as defined by the Settlement Agreement).

21 2. **Appointment of Class Representative and Class Counsel.** Plaintiff Breana
22 Harrison is conditionally appointed as the Class Representative to implement the Parties'
23 Settlement in accordance with the Agreement. Matthew S. Da Vega and Matthew Fisher of Da
24 Vega Fisher Mechtenberg LLP are conditionally appointed as Class Counsel. Class Counsel is
25 conditionally authorized to act on behalf of the Class with respect to all acts or consents required
26 by, or which may be given, pursuant to the Settlement, and such other acts necessary to finalize
27 the Settlement Agreement and its terms. Any Class Member may enter an appearance through
28

1 his or her own counsel at such Class Member's own expense. Any Class Member who does not
2 enter an appearance or appear on his or her own behalf will be represented by Class Counsel for
3 settlement purposes only. Plaintiff and Class Counsel must fairly and adequately protect the
4 Class's interests.

5 3. **Appointment of Settlement Administrator.** _____ is hereby appointed as
6 the Settlement Administrator for this case.

7 4. **Provision of Class Notice.** Within thirty (30) calendar days after entry of this
8 Preliminary Approval Order, Defendant shall provide the Class List to the Settlement
9 Administrator. Within seven (7) calendar days after receipt of the Class List, the Settlement
10 Administrator shall mail the Notice of Class Action Settlement (which shall be substantially
11 similar to the form attached hereto as **Exhibit 1**) to all Class Members via regular First-Class
12 U.S. Mail in the manner specified under the Settlement Agreement.

13 5. **Response Deadline.** The Response Deadline shall be forty-five (45) calendar
14 days from the initial mailing of the Class Notice to Class Members pursuant to Settlement
15 Agreement. In the event of a re-mailed Class Notice, the Response Deadline will be extended
16 an additional fifteen (15) calendar days for that individual Class Member.

17 6. **Objection to Settlement.** Settlement Class Members who have not submitted a
18 timely and valid Request for Exclusion pursuant to the Settlement Agreement and who want to
19 object to the Agreement must sign and submit by U.S. Mail or other delivery service a valid
20 written Objection to the Settlement Administrator on or before the Response Deadline. The
21 Settlement Administrator will provide copies of all such Objections to Class Counsel and
22 Defendant's counsel weekly and will also provide a Final Response Report within five (5)
23 calendar days of the Response Deadline. For an Objection to be valid, it must: (a) state the case
24 name and number of the Action (b) contain the Class Member's name, current mailing address,
25 most current telephone number, and last four digits of his or her Social Security number, (c)
26 state the basis for the objection, (d) be signed by the Class Member, (e) be submitted to the
27 Settlement Administrator at the address specified in the Class Notice; and (f) be submitted with
28

1 proof of the submission date (such as a U.S. Postal Service postmark or another delivery
2 service date stamp) on or before the Response Deadline. The date the Objection is sent, as
3 evidenced by the postmark or other delivery service date stamp, shall be the exclusive means to
4 determine whether an Objection has been timely submitted. If a Class Member intends to speak
5 at the Final Approval Hearing, he or she should (although they are not required to) file a
6 “notice of intention to appear” with the Court and provide a copy of this notice and their
7 Objection to counsel for both Parties. Any Settlement Class Member will be permitted to
8 appear and speak at the Final Approval Hearing in order to have an Objection heard by the
9 Court.

10 7. **Failure to Object to Settlement.** Class Members who fail to timely object to the
11 Settlement Agreement in the manner specified above will: (1) be deemed to have waived their
12 right to object to the Agreement; and (2) be foreclosed from objecting (whether by appeal or
13 otherwise) to the Agreement.

14 8. **Requesting Exclusion (Opt Out).** Any Class Member wishing to be excluded
15 (aka “opt-out”) from the Class Settlement must sign and submit by U.S. Mail or other delivery
16 service a valid written Request for Exclusion to the Settlement Administrator on or before the
17 Response Deadline containing all the information required by the Agreement. To be valid, the
18 Request for Exclusion must: (a) state the case name and number of the Action; (b) set forth the
19 name, address, and telephone number of the Class Member requesting exclusion; (c) be signed
20 by the Class Member; (d) be addressed to the Settlement Administrator; and (e) be postmarked
21 on or before the Response Deadline. The date the Request for Exclusion is sent, as evidenced
22 by the postmark or other delivery service date stamp, shall be the exclusive means to determine
23 whether a Request for Exclusion has been timely submitted.

24 9. **Termination.** If the Agreement terminates, the following will occur: (a) the
25 Preliminary Approval Order, and/or Final Approval Order and Judgment, and all of its or their
26 provisions will be vacated by its or their own terms, including, but not limited to, vacating
27 conditional certification of the Class; (b) Plaintiff will stop functioning as the Class
28

1 Representative and Class Counsel will stop serving as counsel for the proposed class; and (c) the
2 Action will revert to its previous status in all respects as it existed immediately before the Parties
3 executed the Memorandum of Understanding (“MOU”). No term or draft of the MOU or the
4 Settlement Agreement, or any part of the Parties’ settlement discussions, negotiations or
5 documentation will have any effect or be admissible into evidence for any purpose in the Action
6 or any other proceeding. This Preliminary Approval Order will not waive or otherwise impact
7 the Parties’ rights or arguments.

8 10. **No Admissions.** Nothing in this Preliminary Approval Order is, or may be
9 construed as, an admission or concession on any point of fact or law by or against any Party.

10 11. **Stay of Dates and Deadlines.** All discovery and pretrial proceedings and
11 deadlines in the Action are stayed and suspended until further notice from the Court, except for
12 such actions as are necessary to implement the Agreement and this Preliminary Approval Order.

13 12. **Final Approval Hearing.** On _____, at _____ am/pm,
14 this Court will hold a Final Approval Hearing to determine whether the Agreement should be
15 finally approved as fair, reasonable, and adequate. Plaintiff’s Motion for Final Approval of the
16 Settlement and all papers supporting the Class Counsel Award and Class Representative
17 Enhancement Payment must be filed by _____.

18 Any additional papers supporting final approval, including the Settlement Administrator
19 declaration and any response to Objections to the Agreement must be filed by no later than
20 _____.

21 13. The Court reserves the right to adjourn or continue the date of the Final Approval
22 Hearing and all dates provided for in the Agreement without further notice to the Class, and
23 retains jurisdiction to consider further applications concerning the Settlement.

24 **IT IS SO ORDERED.**

25
26
27 DATED: _____

28 JUDGE OF THE SUPERIOR COURT

EXHIBIT B

CLASS NOTICE RE SETTLEMENT

<<EmployeeName>>

—: <<ID>>

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

BREANA HARRISON,**v.****UNIVERSITY HEALTHCARE ALLIANCE****Case No. 21-CV003143**

NOTICE OF CLASS AND PAGA ACTION PROPOSED SETTLEMENT

TO: All current and former non-exempt medical assistant float pool employees who worked for Defendant in the State of California from November 11, 2017 until (Date of Order re Preliminary Approval) and were employed by University Healthcare Alliance for at least some part of the time period of March 2019 to December 31, 2020.

**IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE
CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.**

A settlement ("Settlement") has been proposed in a class action and PAGA action lawsuit pending in Alameda County Superior Court ("Court") titled *Harrison v. University Healthcare Alliance*, Case No. 21-CV003143 (the "Action"). If the Court gives final approval of the Settlement, each Class Member will receive a payment as set forth in this notice. Here is a summary of your rights and options; they are described in more detail later in this document. If you have any questions, please contact the Settlement Administrator at *Harrison v. UHA*, c/o _____.

Your Estimated Settlement Payment is \$<<estAmount>> bsdrf

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

GET A PAYMENT	If you do nothing, you will automatically receive a payment if the Settlement is finally approved by the Court.	N/A
EXCLUDE YOURSELF	If you wish to exclude yourself from the Settlement, you must submit to the Settlement Administrator a valid Request for Exclusion. If you exclude yourself from the Settlement, you will not receive a payment under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own claims or lawsuit against Defendant regarding the allegations in the Action. Detailed instructions for this option are set forth in Section 17 below.	Deadline: Date of Response Deadline - 45 days post mailing
OBJECT	If you wish to object to the Settlement, you must submit your objections to the Settlement Administrator. Submitting an objection does not exclude you from the Settlement. Detailed instructions for this option are set forth in Section 18 below.	Deadline: Date of Response Deadline - 45 days post mailing
APPEAR AT THE "FINAL APPROVAL HEARING"	The Court will hold a "Final Approval Hearing" to consider the Settlement, the request for attorneys' fees and costs by counsel representing the Class in the Action, and the Representative Plaintiff's request for service award for bringing the Action. You may, but are not required to, speak at the Final Approval Hearing about any objection to the Settlement that you submitted. If you intend to speak at the Final Approval Hearing, we ask (although it is not required) that you also provide to the Settlement Administrator a "Notice of Intention to Appear" indicating your intent to do so. Instructions for this option are set forth in Section 18 below.	Hearing Date: _____, 2023 at _____ AM/ PM

The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient.***

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BACKGROUND INFORMATION**1. Why did I get this notice?**

You received this Notice because a Settlement has been reached in this Action. According to Defendant's available records you are a member of the Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines the capitalized terms used in this Notice), see Section 22 below.

2. What is this lawsuit about?

Plaintiff Breana Harrison (the "Plaintiff" or "Representative Plaintiff") filed a lawsuit against UHA ("Defendant") on behalf of herself and all others similarly situated. The lawsuit alleges that Defendant violated California law by, among

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other things, failing to pay overtime wages at the correct rate, failing to provide compliant wage statements, and failing to timely pay wages, including at termination. The lawsuit also asserts claims under the California Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* (“PAGA”).

Defendant denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Defendant further denies that any Class Member is entitled to any relief and, other than for Settlement purposes, that this Action is appropriate for certification as a class action.

The issuance of this Notice is not an expression of the Court’s opinion on the merits or the lack of merits of the Plaintiff’s claims in the Action.

For information about how to learn about what has happened in the Action to date, please see Section 22 below.

3. Why is this a class action?

In a class action lawsuit, one or more people called “Plaintiff” (in this Action, Breana Harrison) sues on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The company sued in this case, UHA, is called the Defendant.

4. Why is there a Settlement?

The Plaintiff has made claims against Defendant. Defendant denies that it has done anything wrong or illegal and admit no liability. **The Court has not decided that the Plaintiff or the Defendant should win this Action. Instead, both sides agreed to a Settlement.** That way, they avoid the cost of a trial, and the Class Members will receive payment now rather than years from now, if at all.

5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits the following description is a Class Member for purposes of the proposed Settlement: “All current and former medical assistant float pool employees who physically performed overtime work, and were paid an incorrect overtime rate, for Defendant in the State of California from November 11, 2017 until (date of order re preliminary approval).”

As a practical matter, there were no damages alleged or suffered by the 54 putative class members outside the period of March 2019 until December 31, 2020 and of the 54 putative class members only 17 are alleged to have incurred waiting time penalties.

6. I’m still not sure if I am included.

If you are still not sure whether you are included, you can write to the Settlement Administrator for free help. The address of the Settlement Administrator is: *Harrison v. UHA*, c/o [redacted].

THE PROPOSED SETTLEMENT

7. What relief does the Settlement provide to the Class Members?

Defendant has agreed to fund a Settlement with a maximum value of **\$90,000 (Ninety Thousand Dollars)**. The Settlement amount will be used to pay the claims of Settlement Class Members, the cost of providing notice to the Class and administering the Settlement (\$7,500); to pay any awards of the Court for attorneys’ fees (\$29,700) and costs (\$20,000) to Plaintiff’s counsel; any service award the Court awards to the Representative Plaintiff (\$5,000); and the amount allocated under the California Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* (“PAGA”) (\$1,000, the “PAGA Penalty Amount”), which includes the 75% payment to the California Labor Workforce and Development Agency (“LWDA Payment”) (\$750) and the 25% “PAGA Group Amount” distributed to the PAGA Group (\$250).

Your Estimated Settlement Payment is \$<<estAmount>>

Your estimated payment was calculated using Defendant’s records. Individual Settlement Payments will be calculated and apportioned as follows:

(a) The “Net Settlement Fund” shall be calculated by subtracting, from the total of \$90,000 Gross Settlement Amount, the payments to Class Counsel, the Representative Plaintiff, and the Settlement Administrator, and the PAGA Penalty Amount.

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(b) For each Settlement Class Member (i.e., Class Members who do not request to be excluded from the Settlement), the Settlement Administrator shall pay the approximately 54 settlement class members \$100 each and the remainder of the Net Settlement Fund shall then be distributed equally among the 17 Settlement Class Members that were alleged to have been subject to waiting time penalties (were terminated or quit during the Class Period—in practical terms the period of time from March 2019 to December 31, 2020—and alleged not to have been paid all wages upon separation). The resulting figure shall be the “Individual Settlement Amount” for each such Settlement Class Member.

(c) The Settlement Administrator shall divide the PAGA Group Amount by the total number of PAGA Group members (i.e., the total number of Class Members); the resulting figure shall be each PAGA Group member’s pro rata share of the PAGA Group Amount.

PAYMENT TO THE CLASS

8. How can I get a payment?

If you wish to remain a Settlement Class Member and obtain any share of the Settlement that you may be entitled to receive, then you do not have to do anything and you will automatically receive a Settlement Payment check in the mail if the Court approves the proposed Settlement. You are not required to go to court or pay anything to the lawyers in this case. The Settlement Payment you will receive will be a full and final settlement of your Released Claims described below.

9. When will I get a payment?

As described in Sections 19 and 20, the Court will hold a hearing on _____ at _____ AM/PM, to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. *Please be patient.*

10. If I receive a Settlement payment will I have to pay taxes on it?

Your Settlement payment will be reported on a W2 and/or IRS Form 1099. You should consult a tax professional for more information about your own specific situation.

11. No retaliation or discrimination.

Defendant respects your right to participate in this lawsuit and will take no adverse action against you should you accept payment under the Settlement.

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF

12. Do I have a lawyer in this case?

The Court has ordered that the law firm of Da Vega, Fisher, Mechtenberg LLP (“Class Counsel”) will represent the interests of all Class Members. You will not be separately charged for these lawyers. If you have a question about the Settlement, you may contact the Class Counsel by writing them at 232 E. Anapamu Street, Santa Barbara, California 93101, or emailing them at (mdavega@mdmflaw.com) or (mfisher@mdmflaw.com), or calling them at (805) 232-4471. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

All payments for Class Counsel’s attorneys’ fees and costs will be deducted from the Total Settlement Amount. Class Counsel’s will request an award of attorneys’ fees up to **\$29,700** and costs and expenses of up to **\$20,000** for their services in litigating the Action, subject to approval by the Court. You will not be required to pay any attorneys’ fees or costs yourself.

14. Will the Representative Plaintiff receive any compensation for their efforts in bringing this Action?

The Representative Plaintiff will request a service award (also known as an “incentive” award) of up to **\$5,000** for her service as class representative and her effort in bringing the Action. The Court will make the final decision as to the amount to be paid to the class representative.

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RELEASE OF ALL CLAIMS**15. What am I giving up to obtain relief under the Settlement?**

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against Defendant. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against Defendant regarding the allegations in the Action. The Settlement Agreement, which is available by contacting the Settlement Administrator as described in Section 22 below, contains the full terms of the release.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT**16. How do I exclude myself from the Settlement?**

You may exclude yourself from the Class and the Settlement. If you want to be excluded, you must send a letter or postcard (also known as a "Request for Exclusion") via U.S. Mail or other delivery service that states: (a) the case name and number of the Action "*Harrison v. University Healthcare Alliance*, Case No.21-CV003143"; (b) your full name, address, and telephone number; and (c) a statement that you do not wish to participate in the Settlement. You must sign and date the letter or postcard for it to be valid. The letter or postcard must be sent (i.e., postmarked or delivery date stamped) by no later than (Date of Response Deadline - 45 days post mailing) and sent to the Settlement Administrator at: *Harrison v. UHA*, [REDACTED].

If you timely request exclusion from the Class, you will be excluded from the Class, you will not be bound by the judgment entered in the Action, you will not be precluded from prosecuting any timely, individual claim against Defendant based on the conduct complained of in the Action, and you will not receive an Individual Settlement Payment.

Even if you request exclusion from the Class, however, you will still be bound by the Settlement Agreement's release of PAGA Claims upon final approval of the Settlement Agreement and Judgment. Requests for Exclusion do not apply to PAGA Claims. All Class Members will be sent a check for their pro rata share of the PAGA Group Amount, which are civil penalties enforced on behalf of the State of California.

HOW TO OBJECT TO THE SETTLEMENT**17. How do I tell the Court that I do not like the Settlement?**

At the date, time, and location stated in Section 2020 below, the Court will hold a Final Approval Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel's request for an award of attorneys' fees and costs, and service award to the Representative Plaintiff.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must submit via U.S. Mail or other delivery service a valid, written Objection to the Settlement Administrator at the address set forth below by no later than (i.e., postmarked or delivery date stamped by) (Date of Response Deadline).

SETTLEMENT ADMINISTRATOR

Harrison v. UHA,
c/o [REDACTED]

To be valid, any objections must: (a) state the name and case number of the Action "*Harrison v. University Healthcare Alliance*, Case No. 21-CV003143"; (b) state your full name, current mailing address, most current telephone number, and last four digits of your Social Security number; (c) state your objection to the Settlement and the legal and/or factual arguments supporting the objection; (d) be submitted to the Settlement Administrator via U.S. Mail or other delivery service with proof of submission date (such as a U.S. Postal Service postmark or another delivery service date stamp) no later than (Response Deadline). You must sign and date the objection for it to be valid. You may, but need not, submit your objection through counsel of your choice. If you make your objection through counsel, you will be responsible for your attorney's fees and costs. If you wish to appear at the Final Approval Hearing to object to the Settlement, either in person or through personal counsel hired at your expense, we ask (although it is not required) that you include in your Objection the statement, "Notice of Intention to Appear at Final Approval Hearing," or that

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you otherwise provide to the Settlement Administrator a “Notice of Intention to Appear” indicating your intent to appear at the Final Approval Hearing. Doing so, however, does not obligate you to appear.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS.

18. What is the difference between excluding myself and objecting to the Settlement?

Objecting is telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

FINAL APPROVAL HEARING

19. What is the Final Approval Hearing?

The Court has preliminarily approved the Settlement meaning only that it concluded that there is sufficient evidence to suggest that the Agreement falls within the range of possible approval as fair, reasonable, and adequate, and that the final determination of these issues will be made at the Final Approval Hearing. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys’ fees and expenses to Class Counsel; and to consider the request for service awards to the Representative Plaintiff.

20. When and where is the Final Approval Hearing?

On [REDACTED] at [REDACTED] AM/PM, a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement’s fairness. The hearing will take place before the Honorable Evelio Grillo in Department 21 of the California Superior Court for the County of Alameda located at Administration Building, 1221 Oak Street, Oakland, CA 94612. The hearing may be postponed to a different date or time or location without notice.

21. May I speak at the hearing?

At that hearing, the Court will be available to hear any Objections and arguments concerning the fairness of the Settlement. You may attend, but you do not have to.

ADDITIONAL INFORMATION

22. How do I get more information?

To see a copy of the Settlement Agreement, the Court’s Preliminary Approval Order, and the operative Complaint filed in the Action, please contact Class Counsel by writing them at 232 E. Anapamu Street, Santa Barbara, California 93101, or emailing them at (mdavega@mdmflaw.com) or (mfisher@mdmflaw.com), or calling them at (805) 232-4471.

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file you may visit the Clerk’s office at the Administration Building, 1221 Oak Street, Oakland, CA 94612, to obtain the file for inspection and copying at your own expense. Some documents and information may also available online at: <https://www.alameda.courts.ca.gov/>

23. What if my address or other information has changed?

It is your responsibility to inform the Settlement Administrator of your updated information. You may make corrections to your address by contacting the Settlement Administrator at: *Harrison v. UHA*, c/o [REDACTED]

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

EXHIBIT C

**[PROPOSED] ORDER RE FINAL
APPROVAL**

Matthew S. Da Vega, SBN 195443
 Matthew Fisher, SBN 229532
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 Santa Barbara, CA 93101
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 Facsimile: 877.535.9358
 Mdavega@mdmflaw.com

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 similarly situated,

Plaintiff,

v.

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

Defendants.

Case No.: 21-CV003143

CLASS AND REPRESENTATIVE ACTION

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

[Assigned to the Honorable Evelio Grillo, Dept.
 21]

Date:

Time:

Location: Dept. 21 (Hon. Evelio Grillo)

Plaintiff Breana Harrison ("Plaintiff"), individually, and on behalf of similarly situated persons, and Defendant University Healthcare Alliance, ("Defendants" or "UHA")(collectively, the "Parties") reached a class action settlement, upon the terms and conditions set forth in the Parties' Joint Stipulation of Class Action Settlement and Release ("Settlement Agreement"), a copy of which was attached as Exhibit 1 to the Declaration of Matthew S. Da Vega filed with the Court concurrently with Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Settlement ("Preliminary Approval").

On , the Court issued its Order Granting Preliminary Approval of Class Settlement ("Preliminary Approval Order").

Due and adequate notice having been given to the Class Members, as defined below, and the Court having considered Plaintiff's Notice of Motion and Motion for Final Approval of

[PROPOSED] ORDER AND JUDGMENT RE FINAL APPROVAL OF CLASS SETTLEMENT

1 Class Action Settlement (“Motion”) and the exhibits thereto, all papers filed and proceedings
2 had herein and any written objections received regarding the proposed Settlement, and having
3 reviewed the record in the Action, and good cause appearing,

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

5 **RECITALS**

6 1. On [REDACTED], Plaintiff filed an unopposed Motion for Final Approval of
7 Class Settlement, Class Representative Enhancement Award, Settlement Administrator Costs
8 and Class Counsel’s Fees and Costs.

9 2. On [REDACTED] the Court held a Final Approval/Fairness Hearing.

10 **FINDINGS**

11 3. **Fair, Adequate and Reasonable:** The Court finds that the Settlement is, in all
12 respects, fair, adequate, and reasonable. In making this finding, the Court considers the nature
13 of the claims and the risks inherent in such claims, the good result obtained, Defendant’s
14 potential liability, and the fact that this settlement represents a compromise of the Parties’
15 respective positions rather than the result of a finding of liability at trial. The Court further
16 finds that the terms of the Settlement have no obvious deficiencies and do not improperly grant
17 preferential treatment to Plaintiff. Therefore, the Court finds that the Settlement was entered
18 into in good faith.

19 4. **Class Notice:** The Court additionally notes the significant benefits to the Class
20 Members under the Settlement Agreement, and finds that the distribution of the Class Notice of
21 Settlement to the Class Members as set forth in the Settlement Agreement has been completed
22 in conformity with the Settlement Agreement and order granting preliminary approval of the
23 Settlement. The Notice of Class Settlement provided adequate notice of the proceedings and
24 about the case, including the proposed settlement terms as set forth in the Settlement
25 Agreement. The Notice of Class Settlement fully satisfied due process requirements. The
26 Notice of Class Settlement was sent via first class U.S. Mail to all persons entitled to such
27 notice and to all Class Members. As executed, the Notice of Class Settlement was the best
28 notice practicable under the circumstances.

ORDER

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

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

The settlement class is defined as:

“All current and former medical assistant float pool employees who physically performed overtime work, and were paid an incorrect overtime rate, for Defendant in the State of California from November 11, 2017 through the date the Court grants preliminary approval of the Settlement.”

The Settlement Class does not include class member of submit valid Requests for Exclusion (aka “Opt Outs”)

“Class Period” is from November 11, 2017 through the date the Court grants preliminary approval [REDACTED].”

7. **Class Representative:** The Court hereby appoints Breana Harrison as Class Representative, for settlement purposes only.

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

9. **Implementation and Cy Pres:** The Court hereby orders the Parties to implement the terms of the Settlement Agreement, and directs Defendant to disburse the funds pursuant to the terms of the Settlement and consistent with this Order and Judgment. All uncashed settlement checks and any residual amounts of the Settlement Fund returned to the Settlement Administrator, plus any accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be distributed as follows: [REDACTED].

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

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

12. **Class Counsel Fees and Costs:** The Court hereby approves an award of

1 reasonable attorneys' fees to Class Counsel in the amount of **\$29,700** and reimbursement of
2 costs and expenses they incurred in this matter in the amount of **\$20,000** to be paid out of the
3 Gross Settlement Amount.

4 13. **Settlement Administrator Costs:** The Court hereby approves an award of
5 **\$7,500** for Settlement Administration costs to be paid out of the Gross Settlement Amount.

6 14. **PAGA Payments:** The Court hereby approves payment for civil penalties
7 under the Private Attorneys General Act of 2004 ("PAGA") in the amount of **\$1,000** (75% of
8 that amount [**\$750**] is to be paid to the California Labor and Workforce Development Agency
9 ["LWDA"] and 25% to that amount [**\$250**] is to be paid to the PAGA Group.

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

13 16. A Compliance Hearing will be held on [REDACTED].

14 17. A Compliance Status report shall be filed and served by [REDACTED].

15 **JUDGMENT**

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

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

21
22 **DATED:** _____

23 By: _____
24 Honorable Evelio Grillo
25 Judge of the Superior Court
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