

Matthew S. Da Vega (SBN 195443)
Matthew H. Fisher (SBN 229532)
DAVEGA | FISHER | MECHTENBERG LLP
232 E. Anapamu St.
Santa Barbara, CA 93101
Telephone: (805) 232-4471
Facsimile: (877) 535-9358
mdavega@mdmflaw.com

Attorneys for Plaintiffs and Proposed Plaintiffs Class

FILED
Superior Court of California
County of Alameda
03/25/2024
Clad Fiske, Executive Officer / Clerk of the Court
By: Nicole Hall Deputy
N. Hall

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

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

Plaintiff,

v.

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

Defendants

Case No.: 21-CV003143

CLASS and REPRESENTATIVE ACTION

**COMPLIANCE STATUS REPORT OF
SETTLEMENT DISTRIBUTION POST FINAL
APPROVAL OF CLASS SETTLEMENT PER
CALIFORNIA CODE OF CIVIL PROCEDURE
§ 384;**

**DECLARATION OF DECLARATION OF
CHANTAL SOTO-NAJERA (ON BEHALF OF
CPT GROUP, INC.) WITH RESPECT TO
SETTLEMENT DISBURSEMENT;**

**~~PROPOSED~~ AMENDED JUDGMENT and
ORDER**

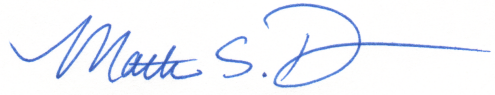
Assigned For All Purposes to the Honorable Noel
Wise (Dept. 21)

In accordance with the California Code of Civil Procedure §384 (“unpaid cash residue and unclaimed or abandoned funds in class action litigation are distributed, to the fullest extent possible, in a manner designed either to further the purposes of the underlying class action ...”); and the Court’s August 25, 2023, Judgment and Order granting Plaintiff’s Motion for Final Approval of Class Settlement and Attorneys’ Fees and Costs (“Final Approval Judgment and Order”); Plaintiff Breana Harrison, individually, and on behalf of herself and all others similarly

1 situated, and Defendant University Healthcare Alliance (together with the Plaintiff, the “Parties”)
2 submit and/or request the following:

- 3 A. Compliance Status Report of Settlement Distribution Post Final Approval of Class
4 Settlement Per California Code of Civil Procedure § 384;
- 5 B. Declaration of Chantal Soto-Najera (on Behalf of CTP Group, Inc.) with Respect to
6 Settlement Disbursement (“CPT Declaration”) (attached hereto **Exhibit A - CPT**
7 **Declaration**);
- 8 C. [Proposed] *Amended* Judgment and Order.

9
10
11 Dated: March 20, 2024

12 By: 

13 Matthew S. Da Vega
14 **DA VEGA | FISHER | MECHTENBERG, LLP**
15 Attorneys for the Plaintiffs and the Proposed
16 Plaintiffs Class
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~~[PROPOSED]~~

AMENDED JUDGMENT and ORDER

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

RECITALS

1. On August 25, 2023 the Court held a Final Approval Hearing of Class Settlement.

2. On August 25, 2023, after the Final Approval Hearing, the Court issued a

JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT AND ATTORNEYS' FEES AND COSTS ("Final Approval Judgment and Order").

3. That Final Approval Judgment and Order required the Parties to submit a Compliance Status Report. The Parties now submit this Compliance Status Report and Final Accounting Declaration from the Settlement Administrator (CPT Group, Inc.) indicating that pursuant to the terms of the Settlement Agreement and the class settlement checks were sent out on September 29, 2022. Those settlement checks were good for 150 days, until February 26, 2024, and therefore payment to the Class and PAGA Group members has been completed. The total required settlement payment from University Healthcare Alliance to complete the settlement distribution was \$91,184.22. There was a total of 54 Participating Class Members of which approximately 50 Class members cashed their settlement checks for a total payment of **\$88,246.12**. There were approximately 4 putative Class members who did not cash their settlement checks for a total unclaimed amount of **\$2,938.10**. Therefore the amount of **\$2,938.10** will be distributed as a *Cy pres* award to the LWDA by the Settlement Administrator.

FINDINGS

5. **Fair, Adequate and Reasonable:** On August 25, 2023, in the original Final Approval Order and Judgment, the Court found that the Settlement (gross amount of **\$90,000**), requested attorney's fees (**\$29,700** [with 10% {\$2,970} withheld until compliance]), attorney's costs (**\$16,516**), enhancement / service award to the single class representative (**\$5,000**), PAGA allocation (total of **\$1,000** of which **75% [\$750]** was paid to the LWDA and **25% [\$250]** was paid to PAGA group employees), and settlement administrator costs (**\$7,500**) (with residual of

1 uncashed settlement checks to be distributed to *Cy pres* recipient, the LWDA), was, in all
2 respects, fair, adequate, and reasonable. In making this finding, the Court considered the nature of
3 the claims and the risks inherent in such claims, the good result obtained, Defendant's potential
4 liability, and the fact that this settlement represents a compromise of the Parties' respective
5 positions rather than the result of a finding of liability at trial. The Court further found that the
6 terms of the Settlement had no obvious deficiencies and did not improperly grant preferential
7 treatment to Plaintiff. Further, there were no objections and on opt-outs (and there was no
8 opposition to the settlement or the Final Approval Motion).

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

19 **7. Final Approval:** On August 25, 2023, the Court granted Final Approval of the
20 class settlement upon the terms and conditions set forth in the Settlement Agreement.

21 **8. Class Definition:** The Court certified, for settlement purposes only, the following
22 class.

23 The settlement class is defined as:

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

28 “Class Period” refers to the period of time from November 11, 2017

through the date the Court grants preliminary approval of the Settlement.”
(Second Amended Settlement Agreement §1.7)

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

9. **Class Representative:** The Court appointed Plaintiff Breana Harrison as Class Representative, for settlement purposes only.

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

11. **Implementation and Cy Pres:** The Court ordered the Parties to implement the terms of the Settlement Agreement, and directed Defendant to disburse the funds pursuant to the terms of the Settlement and consistent with the Final Approval Order and Judgment. The Court ordered that all uncashed settlement checks and any residual amounts of the Gross Settlement Fund returned to the Settlement Administrator, plus any accrued interest that has not otherwise been distributed pursuant to order of the Court, be distributed as a *Cy pres* award to the LWDA.

12. **Release:** The Court ordered that 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.

13. **Class Representative Enhancement Award:** The Court approved a Class Representative Enhancement Award in the amount of **\$5,000** to each of the single Class Representative to be paid out of the Settlement Amount.

14. **Class Counsel Fees and Costs:** The Court approved an award of reasonable attorneys’ fees to Class Counsel in the amount of **\$29,700** and reimbursement of costs and expenses they incurred in this matter in the amount of **\$16,516** to be paid out of the Gross Settlement Amount.

15. **Settlement Administrator Costs:** The Court approved an award of **\$7,500** for settlement administration costs to be paid out of the Gross Settlement Amount.

16. **PAGA Payments:** The Court approved payment for civil penalties under the Private Attorneys General Act of 2004 (“PAGA”) in the amount of **\$1,000** (75% of this amount

1 **[\$750]** paid to the California Labor and Workforce Development Agency [**“LWDA”**] and 25% to
2 this amount **[\$250]** back to the PAGA Group employees.

3 17. **Compliance Status Report:** The Court further ordered in its Final Approval
4 Judgment and Order, pursuant to Code Civ. Proc. §384, that the Parties submit this Compliance
5 Status Report and the attached [Proposed] *Amended* Judgment and Order; related to the
6 distribution of settlement funds, as described above.

7 18. **COMPLIANCE STATUS REPORT and SETTLEMENT**
8 **ADMINISTRATOR DECLARATION:**

9 Pursuant to the Settlement Administrator Declaration of Chantal Soto-Najera (on Behalf
10 of CPT Group, Inc.) with Respect to Settlement Disbursement (**“CPT Decl.”**) (attached hereto as
11 **Exhibit A: CPT Declaration** [**“CPT Decl.”**]):

- 12 A. The Qualified Settlement Fund was opened by CPT and then funded in full
13 (\$91,184.22) by University Healthcare Alliance to pay the Participating
14 Class Members, Class Counsel fees and costs, Service Award to Class
15 Representative, the LWDA, PAGA Penalty, and administration fees. (CPT
16 Decl., ¶ 3-5).
- 17 B. Attorney Fee and Cost Award disbursement to Class Counsel for attorney
18 fees (\$29,700 [less a 10% holdback of fees = \$2,970]) and costs (\$16,516)
19 was completed on August 25, 2023. (CPT Decl., ¶ 3). Upon final approval
20 of the amended judgment and order re compliance CPT with distribute to
21 Class Counsel the remaining \$2,970 in fees previously held back.
- 22 C. Settlement Distribution and Payments to the 54 Participating Class
23 Members and the PAGA Group members (\$30,284), Service Award to
24 Class Representative (\$5,000), and to CPT for administration fees
25 (\$7,500), and LWDA Payment (\$750) was also completed on August 25,
26 2023 (CPT Decl., ¶ 3).
- 27 D. No “Opt Outs”: Not a single Settlement Class Members excluded
28 himself/herself (**“Opted-Out”**) from the Settlement.

1 E. Settlement Check Cashing Period: The settlement checks were valid for
2 150 days after the date of distribution and thus expired on February 26,
3 2024. (CPT Decl., ¶ 8).

4 F. Final Accounting / Final Distribution via Cy Pres: As of March 8, 2024,
5 the date of the CPT's Declaration, there remains \$2,938.10 in unclaimed
6 settlement checks/monies. CPT is prepared to and will release this final
7 distribution to the LWDA as a *Cy pres* distribution. (CPT Decl., ¶ 8).

8 19. **Submission to LWDA**: In compliance with Code Civ. Proc. § 384.5 and the
9 Court Orders, no later than 5 days after receipt of notice of the entry of the this *Amended*
10 Judgment and Order, the Parties shall submit this *Amended* Judgment and Order to the Labor and
11 Workforce Development Agency ("LWDA") via its online portal
12 (<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>).
13

14 **JUDGMENT**

15 20. This Judgment is intended to be a final disposition of this action in its entirety.
16

17 **IT IS SO ORDERED and JUDGMENT IS HEREBY ENTERED.**

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19 **DATED:** 03/25/2024

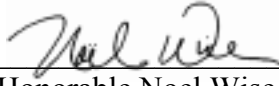
20 By: 
21 Honorable Noel Wise
22 Judge of the Superior Court
23 **Noel Wise / Judge**
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EXHIBIT A

(SETTLEMENT ADMINISTRATOR DECLARATION)

MATTHEW S. DA VEGA (SBN 195443)
MATTHEW FISHER (SBN 229532)
DA VEGA FISHER MECHTENBERG LLP
232 E. Anapamu St.
Santa Barbara, California 93101
Telephone: (805) 232-4471
Facsimile: (877) 535-9358
mdavega@mdmflaw.com
mfisher@mdmflaw.com

Attorneys for Plaintiff and Proposed Plaintiffs Class

MICHAEL D. BRUNO (SBN: 166805)
RACHEL WINTTERLE (SBN: 269853)
GORDON REES SCULLY MANSUKHANI, LLP
275 Battery Street, Suite 2000
San Francisco, CA 94111
Telephone: 415-986-5900
Facsimile: 415-986-8054
Mbruno@grsm.com
Rwintterle@grsm.com

Attorneys for Defendant
UNIVERSITY HEALTHCARE ALLIANCE.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

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

Plaintiff,

v.

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

Defendants

Case No. 21-CV003143

**DECLARATION OF CHANTAL
SOTO-NAJERA (ON BEHALF OF
CPT GROUP, INC.) WITH RESPECT
TO SETTLEMENT DISBURSEMENT**

Date: March 19, 2024
Judge: Hon. Evelio Grillo

1 I, Chantal Soto-Najera, declare as follows:

2 1. I am employed by CPT Group, Inc. ("CPT"), the Court-approved class action
3 Settlement Administrator for *Harrison v. University Healthcare Alliance*, as a Case Manager. I have
4 personal knowledge of the facts set forth in this declaration, and if called as a witness, I could and
5 would testify competently thereto.

6 2. CPT has extensive experience providing notice of class actions and administering
7 class settlements. In the past 30-plus years, CPT has provided notification or claims
8 administration services in over one thousand class action cases.

9 3. On August 25, 2023, the court approved the gross settlement of \$90,000 in the
10 above entitled action. There was a total of 54 Settlement Class Members. The total settlement
11 amount paid to the class was \$30,284.00. The court approved attorney's fees in the amount of
12 \$29,700.00, Attorney's costs in the amount of \$16,516.00, the Service Award to the Class
13 Representative of \$5,000.00, the payment to the LWDA in the amount of \$750.00, and the
14 Payment to Aggrieved Employees in the amount of \$250.00. Lastly, Administration fees in the
15 amount of \$7,500.00 were approved for payment to CPT Group, Inc.

16 4. The parties selected CPT to provide notice of the settlement, process exclusions,
17 and disburse the funds in this action. In this capacity, CPT obtained an EIN from the IRS and
18 opened a bank account through Enterprise Bank & Trust. This account was titled *Harrison v.*
19 *University Healthcare Alliance*, also known as the Qualified Settlement Fund (QSF).

20 5. The total required settlement payment from University Healthcare Alliance, to
21 complete the settlement distribution was \$91,184.22. This total settlement payment was sufficient
22 to pay the Settlement Class Members, Class counsel fees and costs, Service Award to the Class
23 Representative, Administration fees, as well as applicable employer and employee-sided federal
24 and state tax payments.

25 6. The settlement funds were timely received from University Healthcare Alliance.
26 The disbursements to Class Counsel (less a 10% holdback of attorney fees), Service Award to the
27 Class Representative, to CPT for Administration fees, and to the Settlement Class Members were
28 completed as of September 29, 2023.

7. CPT was also responsible for causing payment of applicable State and Federal taxes. Therefore, on September 29, 2023, CPT mailed checks to the California Employment Development Department for applicable State taxes in the total amount of \$1,049.43 issued from the QSF. Also, from the QSF, CPT administered 2 wire transfers representing the 940 and 941 Federal tax payments to the IRS, totaling an amount of \$3,847.73.

8. The deadline for the Settlement Class Members to cash their settlement payment checks was February 26, 2024. As of the date of this declaration, there is a total of 4 outstanding uncashed checks for a total of \$2,938.10. Pursuant to the Settlement Agreement, if any checks to the Settlement Class Members have not been negotiated within 150 days after distribution, the funds from those checks will be sent by the Settlement Administrator as a Cy Pres Award to the LWDA. Upon the Court's approval, CPT will send any uncashed funds to the LWDA.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed March 7, 2024, at Irvine, California.

Chantal Soto-Najera
Chantal Soto-Najera

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 03/25/2024
PLAINTIFF/PETITIONER: Breana Harrison	Chad Finke, Executive Officer / Clerk of the Court By: <u>Nicole Hall</u> Deputy N. Hall
DEFENDANT/RESPONDENT: University Healthcare Alliance	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 21CV003143

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Status Report entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

MICHAEL D BRUNO
mbruno@grsm.com

Matthew Scott DaVega
DA VEGA FISHER MECHTENBERG LLP
mdavega@mdmflaw.com

Dated: 03/25/2024

Chad Finke, Executive Officer / Clerk of the Court

By:

Nicole Hall

N. Hall, Deputy Clerk