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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Case No. 2:20-CV-09555-RGK (Ex)

A.B., C.D., E.F., G.H., I.J., K.L., and M.N.
on behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA and JAMES MASON
HEAPS, M.D.,

Defendants.

**FINAL APPROVAL ORDER
AND JUDGMENT**

1 The parties have entered into a Settlement Agreement (“Settlement”) to resolve
2 this litigation, subject to the approval of this Court under Federal Rule of Civil
3 Procedure 23(e). This matter came before the Court on Plaintiffs’ motion for final
4 settlement approval on July 12, 2021. At that time, the Court granted the motion to
5 approve the Settlement and appoint the Hon. Irma Gonzalez (ret.) as Special Master.
6 Dkt. 51. The Court now enters this final judgment, effective as of July 13, 2021.

7 The Court, after carefully considering the motion and the Settlement together
8 with all exhibits and attachments thereto, the record in this matter, and the briefs and
9 arguments of counsel, and good cause appearing, has determined: (a) the Settlement is
10 fair, reasonable, and adequate and should be finally approved; (b) the Settlement Class
11 will be certified pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil
12 Procedure; (c) the Notice to the Class was directed in a reasonable and sufficient
13 manner; (d) jurisdiction is reserved and continued with respect to Plaintiffs’ motion for
14 attorneys’ fees, reimbursement of litigation expenses, and service awards;
15 (e) jurisdiction is reserved and continued with respect to implementation and
16 enforcement of the terms of the Settlement; (f) Plaintiffs are appointed Class
17 Representatives; (g) the law firms of Girard Sharp LLP, Gibbs Law Group LLP, and
18 Erickson Kramer Osborne LLP are appointed as Class Counsel; and (h) Hon. Irma E.
19 Gonzalez (ret.) is appointed as Special Master.

20 IT IS HEREBY ORDERED as follows:

21 1. The Court has jurisdiction over this litigation, Plaintiffs, Defendants, and
22 Settlement Class Members, and any party to any agreement that is part of or related to
23 the Settlement. Venue is proper in this Court.

24 2. All capitalized terms shall have the same meaning ascribed to them in the
25 Settlement Agreement.

26 3. Pursuant to Rule 23(e), the Court hereby finds the Settlement is, in all
27 respects, fair, reasonable, and adequate and in the best interests of the Settlement Class.

28 a. Rule 23(e)(2)(A) is satisfied because the Plaintiffs and Class Counsel

1 have vigorously represented the Class.

2 b. Rule 23(e)(2)(B) is satisfied because the Settlement was negotiated at
3 arm's length by informed counsel acting in the best interests of their respective clients,
4 under the close supervision of an experienced mediator.

5 c. Rule 23(e)(2)(C) is satisfied because the \$73 million in relief
6 provided for the Class is adequate considering the costs, risks, and delay of trial and
7 appeal. The three-tiered settlement claims process allowing for claimant choice is an
8 efficient, accessible, safe, and private way to optimize payments to Class Members. The
9 Equitable Relief Measures ensure meaningful institutional change will be implemented
10 at UCLA to avoid sexual misconduct in the patient care context. Defendants will pay
11 separately Class Counsel's attorneys' fees and litigation costs, as well as all Settlement
12 administration and claims processing costs and fees, without any reduction of Class
13 Member recoveries. There are no undisclosed side agreements.

14 d. Rule 23(e)(2)(D) is satisfied as the Settlement treats Class Members
15 equitably by presenting them with the same choices within the three-tiered structure.
16 The experienced three-person Panel, including the Special Master, OB/GYN, and
17 forensic psychiatrist, will evaluate claims and allocate awards to Tier 2 and Tier 3
18 Claimants.

19 4. The Court certifies, for settlement purposes only, the following Class:

20 All female patients of Dr. James Heaps who were seen for
21 treatment by Dr. Heaps (1) at UCLA Medical Center
22 (currently known as Ronald Reagan UCLA Medical Center)
23 from January 1, 1986 to June 28, 2018, (2) at UCLA's student
24 health center (currently known as Arthur Ashe Student Health
25 and Wellness Center) from January 1, 1983 to June 30, 2010,
26 or (3) at Dr. Heaps's medical offices at 100 UCLA Medical
27 Plaza from February 1, 2014 to June 28, 2018.

28 5. The Court concludes, for purposes of the Settlement only, that the
requirements of Federal Rules of Civil Procedure 23(a) and (b)(3) are satisfied for the

1 Settlement Class. In support of this conclusion, the Court finds as follows:

2 a. The number of Settlement Class Members is too numerous for their
3 joinder to be practicable. The Settlement Class consists of approximately 5,500
4 individuals, whose identities are ascertainable through UCLA's records or through self-
5 identification.

6 b. There are questions of law and fact common to the Settlement Class,
7 and these common questions predominate over individualized questions for settlement
8 purposes. The common questions include Heaps's alleged pattern of misconduct toward
9 female patients at UCLA medical facilities, and UCLA's failure to terminate or
10 otherwise discipline him.

11 c. Plaintiffs' claims are typical of the claims of the Settlement Class in
12 that each of the claims arises from a common course of conduct on the part of each of
13 the Defendants in exposing Heaps's female patients to alleged sexual misconduct.

14 d. Plaintiffs are adequate class representatives, whose interests in this
15 matter are aligned with those of the other Settlement Class Members. Additionally,
16 proposed Class Counsel—the law firms of Girard Sharp LLP, Gibbs Law Group LLP,
17 and Erickson Kramer Osborne LLP—are experienced in prosecuting class actions
18 involving similar claims and have committed the necessary resources to represent the
19 Settlement Class.

20 e. A class action is a superior method for the fair and efficient
21 resolution of this litigation.

22 6. In making all the foregoing findings, the Court has exercised its discretion
23 in certifying a Settlement Class.

24 7. The Court finds that notice was given in accordance with the Preliminary
25 Approval Order (Dkt. 33), and that the form and content of that Notice, and the
26 procedures for disseminating notice, satisfy the requirements of Rule 23(e) and due
27 process and constitute the best notice practicable under the circumstances. The Court
28 further finds that the notification requirements of the Class Action Fairness Act, 28

1 U.S.C. § 1715, have been met.

2 8. Adequate notice of the proceedings was given to Settlement Class
3 Members, with a full opportunity to participate in the fairness hearing or request
4 exclusion. Therefore, it is hereby determined that all Settlement Class Members are
5 bound by this Final Approval Order and Judgment.

6 9. The Court **GRANTS** final approval of the Settlement and **DIRECTS** the
7 parties, Special Master, Panel, and Settlement Administrator to implement the
8 Settlement according to its terms and conditions.

9 10. This litigation is dismissed with prejudice, and the Released Claims and
10 Releasing Defendants' Claims are released as set forth in the Settlement.

11 11. This Final Approval Order shall have no force or effect on the persons who
12 have validly excluded themselves from the Class. The persons identified in Exhibit A to
13 the Supplemental Declaration of Jennifer M. Keough (filed separately under seal at
14 Dkt.45-2) requested exclusion from the Settlement Class as of the Objection and Opt-
15 Out Deadline. These persons shall not share in the benefits of the Settlement, and this
16 Final Approval Order and Judgment does not affect their legal rights to pursue any
17 claims they may have against Defendants. All other members of the Settlement Class
18 are hereinafter barred and permanently enjoined from prosecuting any Released Claims
19 against Defendants in any court, administrative agency, arbitral forum, or other tribunal.

20 12. Neither the Settlement, nor any act performed or document executed
21 pursuant to or in furtherance of the Settlement, is or may be deemed to be or may be
22 used as an admission of, or evidence of, (a) the validity of any Released Claim, (b) any
23 wrongdoing or liability of Defendant or any other Released Party, or (c) any fault or
24 omission of Defendant or any other Released Party in any proceeding in any court,
25 administrative agency, arbitral forum, or other tribunal.

26 13. Neither Plaintiffs' application for attorneys' fees, reimbursement of
27 litigation expenses, and service awards, nor any order entered by this Court thereon,
28 shall in any way disturb or affect this Judgment, and all such matters shall be treated as

1 separate from this Judgment. Without affecting the finality of this Judgment, the Court
2 reserves and continues jurisdiction with respect to Plaintiffs' motion for attorneys' fees,
3 reimbursement of litigation expenses, and service awards. Class Counsel's request for
4 attorneys' fees and reimbursement of expenses shall not exceed \$8,760,000. All
5 attorneys' fees and expense will be paid separately by Regents, in addition to and
6 without reduction of the Settlement Fund. Any service awards the Court approves will
7 be paid from the Settlement Fund.

8 14. Plaintiffs' motion for attorneys' fees, reimbursement of litigation expenses,
9 and service awards will be posted on the Settlement website as soon as it is filed.
10 Settlement Class Members will have the opportunity to object to the motion.

11 15. Without affecting the finality of this Judgment, the Court reserves and
12 continues jurisdiction with respect to the implementation and enforcement of the terms
13 of the Settlement, Claims Process, distribution of Claim Awards, and all other matters
14 related to the administration, consummation, and interpretation of the Settlement and/or
15 this Final Approval Order and Judgment, including any orders necessary to effectuate
16 the final approval of the Settlement and its implementation.

17 16. No Settlement Class Member or any other person will have any claim
18 against Plaintiffs, Class Counsel, any person designated by Class Counsel, the Special
19 Master, the Panel, or the Settlement Administrator arising from or relating to the
20 Settlement or actions, determinations or distributions made substantially in accordance
21 with the Settlement or Orders of the Court.

22 17. If any Party fails to fulfill its obligations under the Settlement, the Court
23 retains authority to vacate the provisions of this Judgment releasing, relinquishing,
24 discharging, and barring and enjoining the prosecution of the Released Claims against
25 the Released Parties and to reinstate the Released Claims.

26 18. If the Settlement does not become effective, this Judgment shall be rendered
27 null and void to the extent provided by and in accordance with the Settlement and shall
28 be vacated and, in such event, all orders entered and releases delivered in connection

1 herewith shall be null and void to the extent provided by and in accordance with the
2 Settlement.

3 19. The Court appoints as Class Representatives: Plaintiffs A.B., C.D., E.F.,
4 G.H., I.J., K.L., and M.N.

5 20. The Court appoints the law firms of Girard Sharp LLP, Gibbs Law Group
6 LLP, and Erickson Kramer Osborne LLP as Class Counsel. Class Counsel shall be
7 responsible for monitoring compliance with the Equitable Relief under the Settlement.
8 Class Counsel shall have no role or responsibility in regard to (i) advocating for
9 Settlement Class Members before the Special Master, or (ii) determining individual
10 Settlement Class Members' claims or awards.

11 21. The Court appoints Hon. Irma E. Gonzalez (Ret.) as Special Master to
12 perform the duties consented to by the Parties under the Settlement. This appointment is
13 fair in light of her experience evaluating claims of this nature and Regents' agreement
14 to pay her separately and apart from the Settlement Fund.

15 22. As the Settlement dictates, the Special Master shall perform the following
16 duties with all reasonable diligence:

- 17 a. Lead the Panel in adjudicating and determining Claim Awards for
18 Tier 2 and Tier 3 Claims;
- 19 b. Retain and supervise, or consult, any psychologists, psychiatrists, or
20 other experts, trained specialists, or administrative personnel to
21 conduct interviews and evaluate Claim Forms;
- 22 c. Permit, at her discretion, late-filed Claims during the period Claims
23 are being evaluated; and
- 24 d. Develop protocols in consultation with the Parties for interviews or
25 other oral or written communications with Settlement Class members
26 relating to Tier 2 and Tier 3 Claims.

27 23. The Special Master's determination of Tier 2 and Tier 3 Claim Awards
28 shall be final.

1 24. The Special Master may communicate *ex parte* with the Court or with the
2 Parties or their counsel for any purpose relating to the duties described herein. Within
3 28 days of completion of the Claims Process, the Special Master shall cause to be filed
4 a Report on Claims Process via ECF, which shall fulfill her duty to serve her order(s) on
5 the parties pursuant to Federal Rule of Civil Procedure 53(e).


6 25. The Special Master and her team shall be compensated at their reasonable
7 and customary rates. Regents will pay these claims processing costs and fees separately
8 and apart from the Settlement Fund. The Court's continuing jurisdiction encompasses
9 any matters relating to the compensation of the Special Master and her team.

10 26. The Court finds no grounds for disqualification under 28 U.S.C. § 455.

11
12 For the reasons set forth above, effective as of July 13, 2021 (*see* Dkt. 51), the Court
13 **GRANTS** Plaintiffs' motion.

14
15 **IT IS SO ORDERED.**

16 Dated: November 8, 2021

17 
18 _____
19 Hon. R. Gary Klausner
20 United States District Judge