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11 Attorneys for Plaintiff Vinh Ngo, individually,
12 and on behalf of all others similarly situated.

13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF SANTA CLARA**

16 VINH NGO, individually and on behalf of all
17 others similarly situated,

18 Plaintiffs,

19 v.

20 INTUITIVE SURGICAL, INC.; INTUITIVE
21 SURGICAL OPERATIONS, INC.; IAN
22 MARTIN INC.; and DOES 1 through 20,
23 inclusive,

24 Defendants.

Case No. 22CV397297

Assigned for All Purposes to:
Hon. Theodore C. Zayner, Dept. 19

**NOTICE OF ENTRY OF FINAL
JUDGMENT**

1 **TO THE PARTIES HEREIN AND TO THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that the Honorable Theodore C. Zayner in Department 19 of
3 the above-entitled Court granted approval of the Parties' Private Attorneys General Act of 2004,
4 California Labor Code § 2698 *et seq.* ("PAGA") representative action settlement and entered
5 judgment. Attached hereto as Exhibit A is a true and correct copy of the Court's Order granting
6 approval of the settlement and attached hereto as Exhibit B is a true and correct copy of the
7 Court's order entering judgment.

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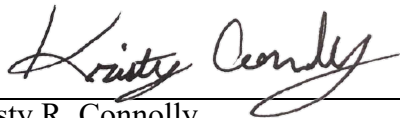
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10 Dated: May 29, 2025

AEGIS LAW FIRM, PC

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By: 
Kristy R. Connolly

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EXHIBIT A

AEGIS LAW FIRM, PC
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

VINH NGO, individually and on behalf of
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Plaintiffs,

v.

INTUITIVE SURGICAL, INC.;
INTUITIVE SURGICAL OPERATIONS,
INC.; IAN MARTIN INC.; and DOES 1
through 20, inclusive,

Defendants.

Case No. 22CV397297

*Assigned for All Purposes to:
Hon. Theodore C. Zayner, Dept. 19*

**~~PROPOSED~~ ORDER GRANTING MOTION
FOR APPROVAL OF PAGA SETTLEMENT**

1 The above-entitled action comes on for hearing before the Honorable Theodore C. Zayner
2 on May 14, 2025, at 1:30 p.m. in Department 19. The court now issues its ruling as follows:

3 **I. Introduction**

4 This is a putative class and representative action arising from alleged wage and hour
5 violations. On April 25, 2022, plaintiff Vinh Ngo (“Plaintiff”) began this action by filing a class
6 action complaint against defendants Intuitive Surgical, Inc., Intuitive Surgical Operations, Inc.,
7 and Ian Martin, Inc.

8 On July 11, 2022, Plaintiff filed the operative first amended class action complaint
9 (“FAC”), asserting the following causes of action: (1) Failure to Pay Minimum Wages; (2)
10 Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Permit Rest
11 Breaks; (5) Failure to Provide Accurate Itemized Wage Statements; (6) Failure to Pay Wages
12 Timely During Employment; (7) Failure to Pay Wages Due Upon Separation of Employment; (8)
13 Violation of Business and Professions Code §§ 17200, et seq.; and (9) Enforcement of Labor
14 Code §§ 2698, et seq. (“PAGA”).

15 On December 20, 2022, Defendant Ian Martin PBC dba Raise Recruiting (erroneously
16 sued as Ian Martin, Inc.) (“Ian Martin”) filed a motion for an order compelling Plaintiff to
17 arbitrate his individual claims, dismissing his class claims and representative PAGA claim, and
18 staying any claims not dismissed pending resolution of the individual arbitration. Defendants
19 Intuitive Surgical, Inc. and Intuitive Surgical Operations, Inc. filed notice of joinder of Ian
20 Martin’s motion. On April 11, 2023, the court issued an order granting the request for dismissal
21 of Individual and Class Action Claims Without Prejudice. Consequently, only Plaintiff’s PAGA
22 claim remained pending. On June 15, 2023, the court issued an order denying the motion to
23 compel arbitration, finding that the entirety of Plaintiff’s PAGA claims is expressly excluded
24 from the parties’ arbitration agreement.

25
26 The parties have reached a settlement as to Plaintiff’s PAGA claims, and Plaintiff has
27 filed an unopposed motion for approval of the PAGA settlement. On April 9, 2025, the court
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1 continued the hearing on the motion and instructed Plaintiff's counsel to provide supplemental
2 materials regarding the requested attorney fees and settlement administration costs. As discussed
3 below, the court has reviewed the supplemental materials submitted and will now GRANT the
4 motion for approval of the proposed PAGA settlement.

5 **II. Legal Standard for PAGA Settlement Approval**

6 Labor Code section 2699, subdivision (l)(2) provides that "[t]he superior court shall
7 review and approve any settlement of any civil action filed pursuant to" PAGA. The court's
8 review "ensur[es] that any negotiated resolution is fair to those affected." (*Williams v. Superior*
9 *Court*(2017) 3 Cal.5th 531, 549.)Seventy-five percent of any penalties recovered under PAGA go
10 to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-five
11 percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014)
12 59 Cal.4th348, 380, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana*(2022)
13 596 U.S. 639.)

14 Like its review of class action settlements, the Court must "determine independently
15 whether a PAGA settlement is fair and reasonable," to protect "the interests of the public and the
16 LWDA in the enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.*(2021) 72
17 Cal.App.5th 56, 76-77.) It must make this assessment "in view of PAGA's purposes to remediate
18 present labor law violations, deter future ones, and to maximize enforcement of state labor laws."
19 (*Id.*at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383 F. Supp. 3d
20 959, 971 ["when a PAGA claim is settled, the relief provided for under the PAGA [should] be
21 genuine and meaningful, consistent with the underlying purpose of the statute to benefit the
22 public"], quoting LWDA guidance discussed in *O'Connor v. Uber Technologies, Inc.*(N.D.
23 Cal. 2016) 201 F.Supp.3d 1110 (*O'Connor*).)

24 The settlement must be reasonable considering the potential verdict value. (See *O'Connor*,
25 *supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential
26 verdict].) But a permissible settlement may be substantially discounted, given that courts often
27 exercise their discretion to award PAGA penalties below the statutory maximum even where a
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claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.*(N.D. Cal., Oct. 11, 2016, No. 15-cv-02198-EMC) 2016 WL 5907869, 2016 U.S. Dist. LEXIS 140759, at *20-24.)

III. Discussion

A. Provisions of the Settlement

Plaintiff moves for approval of a settlement made on behalf of Aggrieved Employees, defined individually as:

[A] California citizen assigned to work at Intuitive by Raise and classified as a non-exempt employee at any time during the PAGA Period [from May 7, 2021 through September 8, 2024].

(Declaration of Kristy R. Connolly (“Connolly Dec.”), Ex. 1 (“Agreement”), §§1.4, 1.21.)

Defendants will pay a gross settlement amount of \$249,000.¹ (Agreement, §3.1.) This amount includes attorney fees in the amount of \$83,000.00 (one-third of the gross settlement amount), litigation costs not to exceed \$20,000, a service award to Plaintiff of up to \$10,000, settlement administration costs of \$3,750. (Id. §§3.2.1-3.2.3.) The parties have agreed upon Phoenix Settlement Administrators (“Phoenix”) as the entity that will administer the settlement, and the court approves Phoenix as the settlement administrator. (Id. at §3.2.3.) Of the remaining net settlement amount, 75 percent will be paid to the LWDA and 25 percent will be distributed to aggrieved employees based on the pro rata number of pay periods worked during the PAGA Period. (Id. at §3.2.4.) Funds from checks that are not cashed within 180 days from the date of mailing will be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law. (Id. at §4.4.3.)

In exchange for the settlement, the aggrieved employees agree to release the Defendants and related people and entities from “all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the

¹ The Agreement defines “Defendants” as Intuitive Surgical, Inc., Intuitive Surgical Operations, Inc. (collectively, “Intuitive”), and Raise Group Public Benefit Corporation f/k/a Ian Martin, Inc. (“Raise”), “the defendants named in the action.” (Agreement, introduction and § 1.9.)

1 PAGA Notice, arising during the PAGA Period, including claims for (1) Failure to Pay Minimum
2 Wages, (2) Failure to Pay Overtime Wages, (3) Failure to Provide Meal Periods, (4) Failure to
3 Provide Rest Periods, (5) Failure to Provide Accurate Wage Statements, (6) Failure to Timely Pay
4 All Wages During Employment and Due at Termination, and (7) Failure to Maintain Accurate
5 and Complete Records.” (Agreement, §§ 1.26, 5.2) The release provisions are appropriately
6 tailored to the factual allegations of the operative pleading. (See *Amaro v. Anaheim Arena*
7 *Management, LLC* (2021) 69 Cal.App.5th 521, 538.)

8 **B. Fairness of the Settlement**

9 Plaintiff contends that the PAGA settlement is fair and reasonable. (Memorandum,
10 pp.6:22-9:6.) Plaintiff’s counsel explains that the parties attended private mediation on July 10,
11 2024. (Connolly Decl., ¶¶7-8.) Prior to mediation, Defendants informally produced data and
12 documents necessary to calculate Defendants’ alleged exposure, and the parties eventually
13 finalized the settlement in September 2024. (Ibid.)

14 Plaintiff’s counsel provides an analysis of Defendants’ exposure, based on a group of
15 approximately 230 employees over 4,130 pay periods. (Connolly Decl., ¶¶10-12.) Counsel
16 calculated the potential exposure at the initial violation rate of \$100 per period, yielding
17 \$413,000. (Id. at ¶12.) If the court were to stack different types of penalties for rest break
18 violations, unpaid overtime, failure to pay wages on a weekly basis, and for wage statement
19 penalties, Defendants’ total estimated exposure comes to \$1,445,500. Defendants raised several
20 arguments that could have defeated Plaintiff’s claims, including its written policies authorizing
21 duty-free rest breaks, an exemption applicable to wages paid to temporary employees who work
22 for over 90 days for a client, and the ruling in *Naranjo v. Spectrum Security Services, Inc.*(2024) 5
23 Cal.5th 1056 that affects the amount of derivative wage statement penalties available when the
24 employer acts in the good faith. (Id. at ¶13.)

25 The gross settlement amount of \$249,000 represents approximately 17.2 percent of
26 Defendants’ estimated maximum exposure. This recovery is within the general range of
27 percentage recoveries that California courts have found to be reasonable. (See *Cavazos v. Salas*
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1 *Concrete, Inc.* (E.D. Cal., Feb 18, 2022, No. 1:19-cv-00062-DAD-EPG) 2022 U.S.Dist. LEXIS
2 30201, at *41-42 [citing cases indicating that a general range of 5 to 35 percent of the maximum
3 potential exposure is reasonable].)

4 The court has reviewed Plaintiff's written submissions in support of the proposed
5 settlement. Based on the circumstances of the case, including the strength of Plaintiff's case and
6 potential defenses, the court finds the terms of the settlement to be fair. The settlement provides
7 for some recovery for each class member and eliminates the risk and expense of further litigation.

8 **C. Incentive Award, Fees and Costs**

9 As part of the settlement, Plaintiff seeks a service award in the amount of \$10,000.
10 Although service awards are common in class actions, there is less authority regarding the
11 propriety of service awards in PAGA cases. Nevertheless, a PAGA case is a representative action
12 like a class action, and courts have recognized that an individual's willingness to act as a private
13 attorney general may merit a service award. (See *Rodriguez v. West Publishing Corp.* (9th Cir.
14 2009) 563 F.3d 948, 959.)

15 Plaintiff has submitted a declaration detailing his participation in the action. He states that
16 he spent approximately 45 hours on this case, including discussing the case with counsel,
17 reviewing the complaint, gathering facts and documents for counsel, assisting in responding to
18 written discovery, and providing information related to working conditions and Defendants'
19 operations. (Declaration of Vinh Ngo, ¶¶4-13.) The court finds that a service award is appropriate
20 and that the amount requested is reasonable. Therefore, the court approves the service award in
21 the amount requested.

22 Plaintiff's counsel seeks attorney fees of \$83,000 (one-third of the maximum settlement
23 amount). (Memorandum, p.5:6; Agreement, §3.2.2.) Counsel represents that her firm bills
24 attorneys' time at rates ranging from \$600-\$950 per hour. As the court addressed in its prior
25 tentative decision and minute order concerning this motion, the initial materials submitted in
26 support of the attorney fees request did not include information regarding the claimed lodestar
27 incurred in reaching the settlement. Plaintiff's counsel has since filed a supplemental declaration
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1 indicating a lodestar incurred in this action of \$117,050 based on a total of 156.5 hours at rates
2 from \$600 per hour to \$950 per hour. (Supplemental Declaration of Kristy R. Connolly, ¶5.) This
3 results in a negative multiplier. Therefore, the court finds that the fee request is reasonable and
4 approves an attorney award in the amount requested.

5 Plaintiff's counsel also requests litigation costs in the total amount of \$8,922.20 and
6 provides evidence of incurred costs in that amount. (Connolley Decl., ¶¶ 29 and 33, Ex. 4.) This
7 is well under the \$20,000 maximum for costs as set by the Agreement. Therefore, the court finds
8 the amount to be reasonable and approves the reimbursement of costs in the amount requested.

9 Plaintiff also seeks settlement administration costs in the amount of \$3,750.
10 (Memorandum, p.5:8-10; Agreement, §3.2.3.) Plaintiff has provided a declaration from Jodey
11 Lawrence of Phoenix Class Action Administration Solutions indicating a fixed fee quote of
12 \$3,750 for completion of the settlement administration in this matter. Accordingly, the settlement
13 administration costs are approved in the amount requested.

14 **III. Conclusion**

15 The motion for approval of PAGA settlement is GRANTED. The court sets a compliance
16 hearing for January 14, 2026 at 2:30 p.m. in Department 19.

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20 Dated: May 28, 2025



Hon. Theodore C. Zayner
Judge of the Superior Court

EXHIBIT B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
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Case No. 22CV397297

Assigned for All Purposes to:
Hon. Theodore C. Zayner, Dept. 19

PROPOSED FINAL JUDGMENT

1 **JUDGMENT**

2 Pursuant to the Order Granting Motion for Approval of PAGA Settlement (the "Order"), it
3 is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

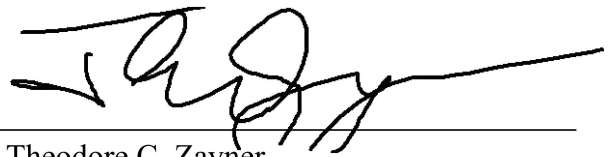
4 1. Judgment in this matter is entered in accordance with the terms of the Order and
5 the Parties' PAGA Settlement Agreement.

6 2. Unless otherwise provided, all capitalized terms used herein shall have the same
7 meaning as those defined by the Parties' PAGA Settlement Agreement.

8 3. This Judgment shall be binding on all Aggrieved Employees and the State of
9 California, who are hereby barred by the doctrine of res judicata from re-litigating the Settled
10 Claims, as that term is defined by the PAGA Settlement Agreement. *See Arias v. Superior Court*,
11 46 Cal. 4th 969, 986 (2009) (holding that a judgment in a representative action brought by an
12 aggrieved employee under PAGA is binding not only on the named employee plaintiff but also on
13 state labor law enforcement agencies and any aggrieved employee not a party to the proceeding).

14 4. Without affecting the finality of the Judgment, the Court shall retain exclusive and
15 continuing jurisdiction over the above-captioned action and the parties for purposes of enforcing
16 the terms of the Judgment and the PAGA Settlement Agreement.

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20 Dated: May 28, 2025



21 Hon. Theodore C. Zayner
22 Judge of the Superior Court
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