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Attorneys for Plaintiff, MARIA WONG-MIKHAIL,
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

MARIA WONG-MIKHAIL on behalf of herself
and all others similarly situated,

Plaintiff,

SUTTER BAY MEDICAL FOUNDATION,
doing business as SUTTER HEALTH, a
California corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 21CV378378
ASSIGNED FOR ALL PURPOSES TO:
JUDGE: Hon. Theodore C. Zayner
DEPT: 19

**NOTICE OF ENTRY OF ORDER
APPROVING CLASS AND PAGA
SETTLEMENT AND JUDGMENT**

1 **TO THE COURT AND ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that the Court in the above-entitled action located at the Old Courthouse at
3 161 North First Street, San Jose, 95113, entered the Order Approving Class and PAGA Settlement and
4 Judgment. A true and correct copy of the Court's, April 23, 2026 Order Approving PAGA Settlement and
5 Judgment, is attached hereto as **Exhibit A**.

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8
9 Dated: June 2, 2026

JAMES HAWKINS APLC

10
11 By:



James R. Hawkins, Esq.
Isandra Fernandez, Esq.
Anthony L. Draper, Esq.

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13 Attorneys for Plaintiff
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EXHIBIT A

ORDER ON SUBMITTED MATTER

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA

MARIA WONG-MIKHAIL, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

SUTTER BAY MEDICAL FOUNDATION,
doing business as SUTTER HEALTH,
California corporation; and DOES through 50,
inclusive,

Defendants.

Case No. 21CV378378

**ORDER RE: MOTION FOR FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

This matter came on for hearing before the Honorable Theodore C. Zayner on March 25, 2026, at 1:30 p.m. in Department 19. Having reviewed and considered the written submissions filed by the parties and having listened carefully to arguments of counsel at the hearing, the Court now issues its order after hearing as follows.

1 **I. Introduction**

2 This is a putative class and representative action arising from alleged wage and hour
3 violations. Plaintiff Maria Wong-Mikhail filed complaint against defendant Sutter Bay Medical
4 Foundation dba Sutter Health (“Defendant”), followed by the operative first amended complaint,
5 asserting causes of action for: (1) failure to pay lawful wages; (2) failure to timely pay wages;
6 (3) knowing and intentional failure to comply with itemized employee wage statement
7 provisions; (4) violations of the unfair competition law; (5) civil penalties pursuant to the Private
8 Attorneys General Act (“PAGA”).

9 The parties have reached a settlement, and the Court granted Plaintiff’s unopposed
10 motion for preliminary approval of the settlement. Now before the Court is Plaintiff’s unopposed
11 motion for final approval of the settlement. As discussed below, the Court GRANTS the motion
12 for final approval of the settlement.

13
14 **II. Legal Standard**

15
16 **A. Class Action**

17 Generally, “questions whether a [class action] settlement was fair and reasonable,
18 whether notice to the class was adequate, whether certification of the class was proper, and
19 whether the attorney fee award was proper are matters addressed to the trial court’s broad
20 discretion.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235 (*Wershba*),
21 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th
22 260.)

23 In determining whether a class settlement is fair, adequate and reasonable, the trial
24 court should consider relevant factors, such as the strength of plaintiffs’ case, the
25 risk, expense, complexity and likely duration of further litigation, the risk of
26 maintaining class action status through trial, the amount offered in settlement, the
27 extent of discovery completed and the stage of the proceedings, the experience and
28 views of counsel, the presence of a governmental participant, and the reaction of
(*Wershba, supra*, 91 Cal.App.4th at pp. 244-245, internal citations and quotations omitted.)

1 In general, the most important factor is the strength of the plaintiffs’ case on the merits,
2 balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008)
3 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and
4 weighing of factors depending on the circumstances of each case. (*Wershba, supra*, 91
5 Cal.App.4th at p. 245.)

6 7 **B. PAGA**

8 Labor Code section 2699, subdivision (s)(2) provides that “[t]he superior court shall
9 review and approve any settlement of any civil action filed pursuant to” PAGA. The court’s
10 review “ensur[es] that any negotiated resolution is fair to those affected.” (*Williams v. Superior*
11 *Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA
12 go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-
13 five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC*
14 (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana*
15 (2022) 596 U.S. 639.)

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

26 27 **III. Terms and Administration of Settlement**

28 This case has been settled on behalf of the following class:

1 [A]ll current and former non-exempt employees employed by Defendant (Sutter Bay
2 Medical Foundation) at any time from March 18, 2017 through August 11, 2024
3 (Declaration of Anthony J. Draper in support of motion for preliminary approval, Ex. 1
4 (“Agreement”), ¶ 2.A.) The settlement includes a subset PAGA class of aggrieved employees
5 (“PAGA-Eligible Employees”), defined as, “current and former non-exempt employees who
6 were employed by Defendant in non-exempt Class positions at any time from January 21, 2020
7 through August 11, 2024.” (*Id.* at ¶ 2.CC.)

8 Defendant will pay a total maximum settlement amount of \$6,000,000. This amount
9 includes attorney fees of up to one-third of the gross settlement amount (i.e., \$2,000,000);
10 litigation costs not to exceed \$20,000; a PAGA allocation of \$150,000 (75 percent of which will
11 be paid to the LWDA and 25 percent of which will be paid to PAGA Employees as individual
12 PAGA payments); a service payment of up to \$10,000; and settlement administration costs up to
13 \$57,000. The net settlement amount will be distributed to participating class members on a pro-
14 rata basis according to the number of workweeks they were employed by Defendant. Individual
15 PAGA payments will be distributed according to the number of pay periods worked. The
16 Agreement provides that Apex Class Action, LLC (“Apex”) will serve as the neutral entity
17 appointed to administer the settlement. The parties have stipulated that the funds from all
18 uncashed settlement checks shall be paid to the Boys and Girls Club of Silicon Valley as the
19 designated *cy pres* recipient pursuant to Code of Civil Procedure section 384.

20 In exchange for the settlement, the class members agree to release Defendant and related
21 entities and persons from,

22 [A]ny and all claims, rights, demands, liabilities, and causes of action of every
23 nature and description, arising during the Class Period, including statutory,
24 contractual, or litigation costs, restitution, or equitable relief whether asserted
25 under the California Labor Code, Business and Professions Code §§ 17200 et
26 seq., the applicable wage orders at California Code of Regulations, Title 8,
27 Section 11000 et seq., or otherwise that were or reasonably could have been
28 alleged based on the factual allegations in operative Complaint herein, as
amended, and notices to the LWDA[.]

(Agreement, ¶¶ 2.II, 19.) PAGA-Eligible Employees are deemed to release Defendant and
related entities and persons “from any and all claims for PAGA civil penalties arising during the
PAGA Period, based on any of the underlying claims that were alleged, or reasonably could have

1 been alleged, based on the facts contained in operative Complaint, as amended, and/or in notices
2 provided to the LWDA in connection with this Action[.]” (*Id.* at ¶¶ 2.II, 20.) The release
3 provisions are appropriately tailored to the factual allegations of the operative pleading. (*Amaro*
4 *v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538.)

5 In its order granting preliminary approval, the Court appointed Apex as settlement
6 administrator. On December 3, 2025, Defendant delivered class data to Apex. (Declaration of
7 Stacey Shim (“Shim Decl.”), ¶ 5.) On January 9, 2026, Apex mailed class notices to all 15,931
8 individuals listed in the class data provided. (*Id.* at ¶ 7.) The response deadline to submit requests
9 for exclusion, objections, or disputes was February 23, 2026. As of the date of Ms. Shim’s
10 declaration, March 3, 2026, Apex had received four requests for exclusion, zero objections, and
11 zero disputes. (*Id.* at ¶¶ 10-12.) Apex estimates the average individual class payment will be
12 approximately \$237.52. (*Id.* at ¶ 15.) The notice process has now been completed.

13 At preliminary approval, the court found the settlement to be fair and reasonable. Given
14 that there are no objections, it finds no reason to deviate from that finding now. Accordingly, the
15 court finds that the settlement is fair and reasonable for purposes of final approval.

16 17 **IV. Enhancement Awards, Attorney Fees and Costs**

18 Plaintiff requests an enhancement award of \$10,000. (Motion, pp. 9:18 – 10:25.)

19 The rationale for making enhancement or incentive awards to named plaintiffs is
20 that they should be compensated for the expense or risk they have incurred in
21 conferring a benefit on other members of the class. An incentive award is
22 appropriate if it is necessary to induce an individual to participate in the suit.
23 Criteria courts may consider in determining whether to make an incentive award
24 include: 1) the risk to the class representative in commencing suit, both financial
25 and otherwise; 2) the notoriety and personal difficulties encountered by the class
26 representative; 3) the amount of time and effort spent by the class representative;
27 4) the duration of the litigation and; 5) the personal benefit (or lack thereof) enjoyed
28 by the class representative as a result of the litigation. These “incentive awards” to
class representatives must not be disproportionate to the amount of time and energy
expended in pursuit of the lawsuit.

(*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395, internal
punctuation and citations omitted.) Incentive awards are particularly appropriate where a plaintiff

1 undertakes a significant reputational risk in bringing an action against an employer. (*Covillo v.*
2 *Specialty's Café* (N.D. Cal. 2014) 2014 U.S. Dist. LEXIS 29837, at *29.)

3 Plaintiff has provided a declaration, stating that she was employed by Defendant as a
4 Pharmacist Technician and Patient Services Representative from 2016 to 2020. Plaintiff states
5 she has spent approximately 40-45 hours on this litigation, including interaction with her
6 attorneys and gathering documents. Plaintiff agreed to a broader general release and risked the
7 stigma of being a named plaintiff. The Court finds that a service award is warranted and the
8 amount requested appears reasonable. The service award is approved in the amount requested.

9 Plaintiff's counsel seeks an attorney fee award of \$2,000,000 (one-third of the gross
10 settlement amount). (Motion, pp. 11:1 – 20:11; Declaration of Anthony L. Draper in support of
11 final approval ("Draper Decl."), ¶¶ 22-24.) Plaintiffs' counsel submits that the lodestar of fees
12 incurred in this action is \$394,319 based on a total of 501.7 hours billed at rates ranging from
13 \$220-\$1,050 per hour. (Draper Decl., ¶ 22.) This results in a multiplier of 5.1.

14 Here, the multiplier sought by Plaintiff's counsel is positive and above the range of
15 modifiers typically approved by courts. The Court has reviewed counsel's declaration and does
16 not believe that the results achieved by this settlement and the other factors relevant to the
17 analysis justify such a high multiplier here. Thus, the Court will adjust the award to \$1,600,000,
18 which results in a positive multiplier of 4.01. In the Court's view, the fee award is still
19 appropriate to compensate counsel for their time spent on this case and provides an adequate
20 incentive for counsel to bring this type of case. (*Laffitte v. Robert Half Internat. Inc.* (2016) 1
21 Cal.5th 480, 506 ["trial courts have discretion to conduct a lodestar cross-check on a percentage
22 fee ... [and] they also retain the discretion to forgo a lodestar cross-check and use other means to
23 evaluate the reasonableness of a requested percentage fee"].)

24 Plaintiff's counsel requests reimbursement of litigation costs in the amount of \$16,477.62
25 and presents an itemized list supporting that figure. (Motion, p. 20:12-26; Draper Decl., ¶ 25 and
26 Ex. 3.) The Court finds the amount to be reasonable and approves costs in the requested amount.
27 Considering the large size of the settlement class, the settlement administration costs are
28

1 approved in the requested amount of \$57,000, which is the amount set by the agreement. (See
2 Shim Decl., ¶ 18.)

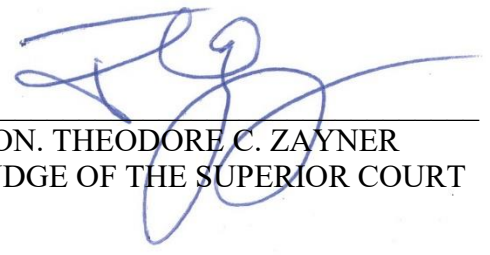
3
4 **V. Conclusion**

5 The motion for final approval of the settlement is GRANTED.

6 A compliance hearing is set on January 27, 2027 at 2:30 p.m.

7
8 **IT IS SO ORDERED**

9
10 Dated: April 23, 2026



HON. THEODORE C. ZAYNER
JUDGE OF THE SUPERIOR COURT

1 **sPROOF OF SERVICE, COUNTY OF ORANGE**

2 I am a resident of the State of California, County of Orange. I am over the age of eighteen
3 years and not a party to the within action. My business address is 9880 Research Drive., Suite
200, Irvine, California 92618.

4 On June 2, 2026, I served on the interested parties in this action the following document(s)
5 entitled:

6 **-NOTICE OF ENTRY OF ORDER APPROVING CLASS AND PAGA SETTLEMENT
7 AND JUDGMENT**

8 **[XX] BY ELECTRONIC SERVICE:** Based on a court Order or an agreement by the parties to
9 accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the
email address irma@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the
10 Service List below. I did not receive, within a reasonable time after the transmission, any
electronic message or other indication that the transmission was unsuccessful.

11 **SERVICE LIST**

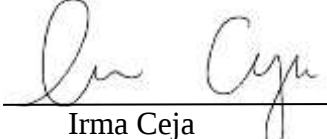
12 GBG LLP
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601 Montgomery Street, Suite 840
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Telephone: (415) 603-5000
Facsimile: (415) 840-7210

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>
(via website only)

19 Attorneys for Defendant
20 SUTTER BAY MEDICAL FOUNDATION

21 **[X] STATE:** I declare under penalty of perjury, under the laws of the State of California, that the
above is true and correct.

22 Executed on June 2, 2026, at Irvine, California.

23 
24
25 Irma Ceja
26
27
28