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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

**DECLARATION OF ANTHONY L.
DRAPER IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

DECLARATION ANTHONY L. DRAPER

I, Anthony L. Draper, declare as follows:

1. I am an individual over the age of 18. I am an associate at the law firm of James Hawkins APLC. I am one of the attorneys of record for plaintiff Maria Wong-Mikhail (hereinafter referred to as "Plaintiff"). I submit this declaration in support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement which Plaintiff filed concurrently herewith, along with the supporting memorandum of points and authorities. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. On January 21, 2021, Plaintiff Maria Wong-Mikhail provided timely written notice to Defendant and the Labor Workforce Development Agency ("LWDA") of her intention to either file a PAGA complaint or amend an existing complaint to include a PAGA claim.

3. On March 18, 2021, Plaintiff filed this wage and hour class action Complaint in this Action in Santa Clara County Superior Court.

4. On March 29, 2021, Plaintiff filed a First Amended Complaint, which added a fifth cause of action for civil penalties under the PAGA (Labor Code §§ 2698, *et seq.*) The First Amended Complaint is the operative complaint, which alleges California claims for (1) failure to pay lawful wages; (2) failure to timely pay wages; (3) knowing and intentional failure to comply with itemized employee wage statement provisions; (4) violation of the Unfair Competition Law; and (5) PAGA.

5. Throughout this litigation, Defendant Sutter Bay Medical Foundation ("Defendant") has denied Plaintiff's allegations, denies any failure to comply with the laws identified in the First Amended Complaint, denies any and all liability for the causes of action that are or reasonably could have been alleged based on the facts in the First Amended Complaint, and denies the case is manageable or amenable to class treatment and raised defenses to her claims, both individually and on a representative basis.

6. To date, no class has been certified and the Court has not made any findings that Defendant engaged in any wrongdoing or in violation of any state law, rule or regulation, with

1 respect to the issues presented in the litigation.

2 7. Through formal and informal discovery, Plaintiff and Defendant have exchanged
3 extensive documents and information related to the claims asserted. Plaintiff propounded four sets
4 of written discovery and reviewed and analyzed Defendant's responses to the same. Among the
5 documents produced, Defendant provided Plaintiff with class data and random samples of time
6 records, wage statements, and information regarding the number of non-exempt employees during
7 the relevant time-period. Plaintiff also utilized an expert for a detailed review of the timekeeping
8 and payroll data provided.

9 8. On December 3, 2024, after conducting formal and informal discovery,
10 exchanging relevant information, and engaging in numerous discussions regarding the claims
11 alleged, the Parties participated in a full-day mediation before Lisa Klerman, an experienced
12 wage and hour class action mediator.

13 9. At the conclusion of the mediation, the mediator memorialized the terms of a
14 proposed settlement in a Mediator's Proposal, which the Parties subsequently accepted.
15 Thereafter, the Parties exchanged multiple drafts of the proposed settlement agreement and class
16 notice documents and engaged in numerous communications regarding the settlement terms.

17 10. The final terms and provisions of the settlement agreement were approved and
18 executed by all the parties on or about April 11, 2025.

19 11. On August 25, 2025, Plaintiff filed the Preliminary Approval Motion. On
20 September 17, 2025, as per the Court's tentative ruling, the Parties filed an Amendment to the
21 Settlement Agreement designating a *cy pres* to receive any uncashed funds pursuant to CCP §384.
22 (A true and correct copy of the Joint Stipulation of Class Action and PAGA Settlement and
23 Release and Amendment thereto ("Settlement Agreement") is attached hereto as Exhibit. 1)

24 12. Through her counsel, Plaintiff took into consideration the significant risks that
25 class certification could be denied on the central claim, and/or that a merits decision on the central
26 claim would not favor the Class. Plaintiff's counsel also considered the expense and length of
27 continued proceedings necessary to continue the Action against Defendant through trial and any
28 possible appeals and the difficulties in establishing the alleged damages. The settlement is fair,

1 reasonable, and adequate, given the significant risks to Plaintiff and Class Members of prevailing
2 on class certification or at trial, and thus leaving employees with no recovery.

3 13. James Hawkins APLC has a great deal of experience in wage and hour class action
4 litigation. The law firm and its lawyers have obtained certification of multiple classes, have been
5 approved as class counsel in many other wage/hour class actions, and currently litigating
6 numerous others. Although not an all-inclusive list, over the years the law firm has prosecuted
7 the following class action matters as lead and/or co-lead counsel, all of which implicated similar
8 law and facts to those associated with this action:

- 9 o ***Mojica v. Compass Group, Inc., et al.*** USDC Central District, Case No. 8:13-cv-
10 01754.
- 11 o ***Dao v. 3M Company, et al.*** USDC, CENTRAL DISTRICT, Case No. CV-08-04554.
- 12 o ***Ortiz v. Kmart***, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
- 13 o ***Morgan v. Aramark Campus, LLC***, USDC, CENTRAL DISTRICT, Case No.
14 SACV08-00412.
- 15 o ***West v Iron Mountain Information Management, Inc, et al.***; Los Angeles County
16 Superior Court, Case No. BC393709.
- 17 o ***Gonzalez v. Superior Industries International, Inc., et al.***, Los Angeles County
18 Superior Court, Case No. BC 357912.
- 19 o ***Acosta v. Fleetwood Travel Trailers of California, Inc., et al.***, Riverside County
20 Superior Court, Case No. RIC 440630.
- 21 o ***Walker v. Sharkeez, et al.***, Orange County Superior Court, Case No. 05CC00293.
- 22 o ***Padron v. Universal Protection Service, et al***, Orange County Superior Court, Case
23 No. 05CC00013.
- 24 o ***Martinez v. Securitas Security Services USA, et al.***, Santa Clara Superior Court,
25 Case No. 105-CV047499, et al. J.C.C.P. No. 4460.
- 26 o ***Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.***, Riverside Superior Court,
27 Case No. RIC 420909.
- 28

- o ***Ruiz, et al. v. Unisourse Worldwide, Inc., et al.***, USDC, CENTRAL DISTRICT, Case No. CV09-05848.
- o ***Herrador v. Culligan International Company, et al.***, USDC, CENTRAL DISTRICT, Case No. SACV 08-680.
- o ***Defries v. Domain Restaurants, et al.***, Orange County Superior Court, Case No. 05CC00128.
- o ***Denton v. BLB Enterprises, Inc., et al.***, Orange County Superior Court, Case No. 07CC01292.
- o ***Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.***, Los Angeles Superior Court, Case No. BC411477.
- o ***McMurray v. Dave and Busters, Inc., et al.***, Orange County Superior Court, Case No. 06CC00099.
- o ***Osuna v. DFG Restaurants, Inc., et al.***, Los Angeles Superior Court, Case No. BC 330145.
- o ***Burns v. Gymboree Operations, Inc., et al.***, San Francisco Superior Court, Case No. CGC-07-461612.
- o ***Willems v. Diedrich Coffee, Inc., et al.***, Orange County Superior Court, Case No. 07CC00015.
- o ***Davila, et al. v. Beckman Coulter, Inc., et al.***, Orange County Superior Court, Case No. 07CC01347.
- o ***Perez v. Naked Juice Company of Glendora, Inc.***, Los Angeles Superior Court, Case No. BC387088.
- o ***Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases***, Los Angeles Superior Court, Case No. JCCP 4545.
- o ***Placencia v. Amcor Packaging Distribution, Inc.***, Orange County Superior Court, Case No. 30-2013-00694012-CU-OE-CXC.
- o ***Trani v. Lisi Aerospace, et al.***, Los Angeles Superior Court, Case No. BC495527.

- o **Galvan v. Goodwin Co.**, Orange County Superior Court, Case No. 30-2013-00637062-CU-OE-CXC.
- o **Reyes v. Bristol Fiberlite**, Orange County Superior Court, Case No. 30-2013-00653425-CU-OE-CXC.
- o **Gutierrez v. HMT Tank, USDC Central Dist.**, Case No. CV14-1967-CAS(MAN)
- o **Williams v. Il Fornaio America Corp.**, Sacramento County, Case No. 34-2011-0009616.
- o **Aguilar v. 7-Eleven, Inc.**, Orange County, Case No. 30-2009-002687141-CU-OE-CXC.
- o **Madrigal v. Huntington Beach Market Broiler, Inc.**, Orange County, Case No. 30-2012-00611260.
- o **Vang v. Jazz Semiconductor, Inc.**, Orange County, Case no. 30-2011-00460278.
- o **Vigueras v. Red Robin International, Inc**, USDC Central Dist. Case No. SACV 17-1422 JVS (DFMx);
- o **Smith v. Space Exploration Technologies Corp.**, Los Angeles Superior Court, Case No. BC55429;
- o **Cano v. Financial Statement Services, Inc.**, Orange County Superior Court, Case No. 30-2013-00653349-CU-OE-CXC;
- o **Mendez v. Liberty Glass Fabricators, Inc.**, Riverside County Superior Court Case No. RIC1800119;
- o **Attia v. Neiman Marcus Group, Inc.**, United States District Court for the Central District of California Case No. 8:16-cv-001504-DOC-FFM;
- o **O'Brien, et al. v. Cerida Investment Corp.**, Santa Clara Superior Court Case No. 21CV384527;
- o **Gonzalez v. Quality Aluminum Forge, LLC**, Orange County Superior Court Case No. 30-2015-00817941;
- o **Shay v. Apple, Inc.**, United States District Court for the Southern District of California Case No. 3:20-cv-1629-JO-BLM;

- o **Milligan v. CWI, Inc.**, San Bernardino Superior Court Case No. CIVDS 2013999;
- o **Aguilar v. LDI Mechanical, Inc.**, Riverside County Case No. RIC1610019;
- o **Abron v. University Healthcare Alliance**, Alameda County Superior Court Case No. RG20066438;
- o **Benson v. F21 Opco, LLC**, San Diego Superior Court Case No. 37-2021,00024619-CU-OE-CTL;
- o **Allen v. Creative Stone Mfg., Inc.**, San Bernardino County Superior Court Case No. CIVSB2201498;
- o **Santamaria v. Bright Horizons Children's Center**, San Bernardino County Superior Court Case No. CIVSB2210140;
- o **Yniguez v. Airgas USA, LLC**, Los Angeles County Superior Court Case No. 20STCV18190;
- o **Cervantez v. Genuine Parts Company**, Los Angeles County Superior Court Case No. 22STCV00981;
- o **Robles v. Jetro Holdings, LLC**, San Diego Superior Court Case No. 37-2021-00015414-CU-OE-CTL;
- o **Hernandez v. Euromarket Designs, Inc.**, Santa Clara County Superior Court Case No. 20CV3770922;
- o **Ayala v. Veg-Land, et al.**, Orange County Superior Court Case No. 30-2014-00738775-CU-OE-CXC;
- o **Puente v. Sully-Miller Contracting Co.**, Orange County Superior Court Case No. 30-2015-00792088-CU-OE-CXC;
- o **Garcia v. Revolution Foods, Inc.**, Los Angeles Superior Court Case No. BC579142;
- o **Attaway, et al. v. Alliance Residential, LLC**, Santa Clara County Superior Court Case No. 20CV365134;
- o **Bowman v. Delta Dental of California**, Alameda County Superior Court Case No. RG21108230;

- o **Hernandez v. Burrtec Waste & Recycling Services, LLC**, United States District Court for the Central District of California Case No. 5:21-CV-001490-JWH-SP;
- o **Grant v. T-Mobile USA, Inc.**, United States District Court for the Central District of California Case No. 2:21-CV-02268;
- o **Dawson v. Wonderful Pistachios and Almonds, LLC**, Kern County Superior Court Case No. BCV-17-100848;
- o **Hamilton, et al. v. Michael Kors Stores (California), Inc.**, Los Angeles County Superior Court Case NO. 19STCV37061;
- o **Ross v. Stater Bros.**, San Bernardino Superior Court Case No. CIVDS1902518;
- o **Walker v. Barrett Business Services, Inc., et al.**, Los Angeles County Superior Court Case No. 20STCV39172;
- o **Benitez, et al. v. Medtronic, Inc., et al.**, Orange County Superior Court Case No. 30-2019-01069185-CU-OE-CXC;
- o **Montgomery v. Copart, Inc.**, Sacramento County Superior Court Case No. 34-2020-00280733-CU-OE-GDS;
- o **Vizcarra-McNamee v. Nordstrom, Inc.**, Orange County Superior Court Case No. 30-2020-01141916-CU-OE-CXC;
- o **Ayers v. Cherry Hill Programs, Inc.**, Fresno County Superior Court Case No. 20CECG00821;
- o **Sleeper v. Boot Barn, Inc.**, Sacramento County Superior Court Case No. 34-2019-00272000-CU-OE-GDS;
- o **Pulido-Dias v. Dirt Cheap, Inc.**, San Bernardino County Superior Court Case No. CIVDS1719694;
- o **Villanueva v. Nordstrom, Inc.**, San Bernardino County Superior Court Case No. CIVDS1918706;
- o **Bryson v. Madame Tussauds, et al.**, Los Angeles County Superior Court Case No. 19STCV33514

- o **Hightower v. Levy Premium, et al.**, Santa Clara County Superior Court Case No. 19CV359262;
- o **Marquez v. Maxim Crane Works, L.P., et al**, Los Angeles County Superior Court Case No. 19STCV39548;
- o **Rovira v. Silverado Senior Living Management, Inc.**, Orange County Superior Court Case No. 30-2020-01136565-CU-OE-CXC;
- o **Hallum, et al. v. FCA US, LLC**, San Bernardino County Case No. CIVDS1936782;
- o **Martinez v. Placer Title Co., et al.**, Kern County Case No. BCV-19-103486;
- o **Torres v. Van Law Food Products, Inc.**, Orange County Case No. 37-2017-00946312-CU-OE-CXC;
- o **Holmes v. Pet Food Express, LLC**, Alameda County Case No. 22CV014140;
- o **Ventura v. Conduent Commercial Solutions, LLC**, Kern County Case No. BCV-22-102043;
- o **Ramirez v. CSI Electrical Contractors, Inc.**, Fresno County Superior Court Case No. 18CECG04150;
- o **Magana v. Eibach Springs, Inc.**, Riverside County Superior Court Case No. RIC1708917;
- o **Knox v. Express Messenger Systems, Inc.**, San Bernardino County Superior Court Case No. CIVDS1932323;
- o **Corona, et al. v. G&M Oil Company, Inc.**, Los Angeles County Superior Court Case No. BC640876
- o **Aguilar v. Peach Home Services, Inc., et al.**, Riverside County Superior Court Case No. RIC1823057;
- o **Wilson v. M.C. LLC**, Orange County Superior Court Case No. 30-2019-01103382-CU-OE-CXC.
- o **Nunez v. Nevell Group, Inc.**, Orange County Superior Court Case No. 30-2015-00783269.

- o ***Bendorf, et al. v. Sea World LLC, et al.***, San Diego Superior Court Case No. 37-2021-00034922-CU-OE-CTL;
- o ***DeMartini, et al. v. Safelite Fulfillment, Inc.***, Marin County Case No. CIV20002076;
- o ***Ayala, et al., v. Macy's West Stores, Inc.***, Los Angeles County Case No. 20STCV34182;
- o ***Wallen, et al. v. United Rentals (North America), Inc., et al.***, Stanislaus County Case No. CV-22-000399;
- o ***Granados v. Hyatt Corporation***, United States District Court for the Southern District of California Case No. 3:23-cv-01001-H-VET;
- o ***Vigil v. Hyatt Corporation***, United States District Court for the Northern District of California Case No. 4:22-cv-00693;
- o ***Garcia v. U.S. Best Ingredients, Inc.***, Los Angeles Superior Court Case No. 21TRCV00813.

14. Class Counsel commands a high hourly rate due to our success in overtime, meal and rest period, expense reimbursement, misclassification, vacation pay, and various other wage and hour class actions, and we take pride in being held in very high regard by the legal community.

15. James Hawkins APLC is a boutique law firm that specializes in wage and hour class actions and is primarily comprised of several seasoned attorneys and staff. While this matter did not conclusively preclude other employment, it did impact our ability to take on other cases.

16. Mr. Hawkins has been practicing law in California since 1997 and in 2007 incorporated his wage and hour class action practice as James Hawkins APLC. Since its inception, Mr. Hawkins has been lead and/or co-lead counsel in hundreds of wage and hour class action cases.

17. Ms. Fernandez has been a member of the Florida Bar since January 1996 and a member of the California Bar since August 2002. Ms. Fernandez has specialized in employment related litigation including complex wage and hour civil litigation since 2003. Ms. Fernandez has

1 been, and currently is, co-counsel in over 60 wage and hour class action litigations for our firm
2 and has produced excellent results for this firm's clients in the wage and hour class actions.

3 18. I graduated from the University of Wisconsin Law School in 2020. I have been a
4 member of the California Bar since July 2022 and was provisionally licensed prior to that time. I
5 joined the James Hawkins Law Firm in October 2021 and have since then specialized in wage
6 and hour class and PAGA actions. I have been, and currently am, litigating over 40 complex wage
7 and hour cases for our firm.

8 19. Ms. Cook was an associate who worked for the firm from June 2021 through July
9 2024. She became a member of the California Bar in June 2021 and was involved in class action
10 litigation since 2019. Prior to joining the firm, she participated in the litigation of mass tort cases
11 including California wildfire and mudslide cases.

12 20. Ms. Melissa Whitson holds a B.A. in Liberal Studies from California State
13 University Fullerton. Ms. Whitson has been a paralegal in the employment law field for more
14 than 20 years

15 21. Since on or about December 2020, prior to providing timely notice to the LWDA
16 and Defendant on January 21, 2021 and the filing of this Action on March 18, 2021, through the
17 present James Hawkins APLC has had to, among other things, expend time on the following:
18 engage in numerous discussions with Plaintiff, conduct comprehensive investigations including
19 but not limited to researching Defendant's structure, business relationship, positions, locations;
20 conduct research and analysis regarding potential class members within the scope of the putative
21 class; research status of current law regarding potential class claims and PAGA ;draft Complaint
22 and PAGA letter; review and draft First Amended Complaint; prepare a discovery plan on class
23 certification issues related to the case; review answers to Complaint and First Amended
24 Complaint; prepare joint status conference reports; attend the same; review Court Minute Orders
25 and CMO; discussion with Defendant's counsel; draft four sets of written discovery; receive,
26 review and draft responses to written discovery propounded by Defendant; meet and confer re
27 same; discussion re PMQ deposition and potential topics; draft PMQ notice; engage in
28 discussions with Defendant's counsel regarding mediation; review hundreds of pages of

1 information provided by Defendant in advance of mediation; discussion with class members;
2 discussions with Plaintiff and expert regarding damages analysis; prepare for mediation; draft
3 mediation brief; participate in full day mediation; discussions with Plaintiff regarding settlement;
4 review and exchange multiple drafts of the formal settlement agreement; discussions with
5 Plaintiff regarding the same; draft preliminary approval motion and supporting documents;
6 review tentative by the Court; attend hearing on preliminary approval motion; discussions with
7 Defendant's counsel and client regarding revisions to the settlement based on Court's tentative
8 ruling; draft amendment to settlement as per tentative; continued hearing regarding preliminary
9 approval motion; communications with Administrator re: order granting preliminary approval;
10 review reports provided by Administrator; discussion with class members; draft final approval
11 motion papers and supporting documents. A great amount of time and effort has been expended
12 to properly and comprehensively perform the job required of this case and prepare for all
13 contingencies that may arise, regardless of whether the case settles.

14 22. The attorneys who have worked on this matter are Mr. Hawkins, Ms. Fernandez,
15 Ms. Cook and myself. Mr. Hawkins' hourly rate is \$1,050, Ms. Fernandez's hourly rate is \$985,
16 My hourly rate is \$500 and Ms. Cook's hourly rate was \$475. The hourly rate for the paralegal,
17 Ms. Melissa Whitson, is \$220. Since the inception of this matter, prior to filing the Complaint, the
18 total amount of attorney time and paralegal time estimated to have been expended and also
19 estimated to be expended in finalizing this matter is 501.7 (Mr. Hawkins 93.5 hours, Ms.
20 Fernandez 220 hours, Mr. Draper 114 hours, Ms. Cook 24 hours and Ms. Whitson 50.2) which
21 equates to \$394,319 in total fees.

22 23. The hourly rates for the attorneys who worked on this case, James Hawkins,
23 Isandra Fernandez, Kacey Cook and myself are hourly rates charged by other firms that handle
24 complex litigation in California. The requested rates also comport with the adjusted Laffey
25 Matrix which provides reasonable hourly rates for attorneys. The adjusted Laffey Matrix may be
26 found at <http://www.laffeymatrix.com/seehtml>. (A true and correct copy of the Laffey Matrix is
27 attached hereto as Exhibit 2.)

28 24. Here, the parties' contractual agreement to pay counsel's attorneys' fees is

1 reasonable. My firm has been the only counsel to represent Plaintiff and the Class Members in
2 this matter, and we have borne the entire risk and cost of this litigation on a pure contingency
3 basis. To date, Class Counsel has not received any compensation and expended litigation costs on
4 behalf of the class. Class action contingency cases are inherently risky. Upon retention, Class
5 Counsel makes a commitment to litigate the case through trial. These types of cases can take
6 years, hundreds of hours of work and cost an enormous amount of money; these risks are known
7 upon retention. The risks involved coupled with the contingency basis of this case further support
8 Class Counsels' request for attorneys' fees and costs.

9 25. In the course of this litigation, Plaintiff's counsel incurred costs of \$16,477.62
10 through the conclusion of this matter. (A true and correct copy of Plaintiff counsel's Cost Invoice
11 is attached hereto as Exhibit 3.)

12 I declare under penalty of perjury that the foregoing is true and correct. Executed on
13 March 4, 2026 at Irvine, California.

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15 Anthony Draper
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EXHIBIT 1

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Isandra Fernandez (SB# 220482)
Anthony L. Draper (SB# 344391)
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Attorneys for Defendant
SUTTER BAY MEDICAL FOUNDATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE 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, a
California corporation; and DOES 12
through 50, inclusive,

Defendants.

Case No. 21CV378378

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT AND RELEASE**

Dept.: 19
Judge: Hon. Theodore C. Zayner

Complaint Filed: March 18, 2021

2. In addition to the terms defined above, the terms below shall have the following meanings:

B. **“Class” or “Settlement Class”** means all current and former non-exempt employees employed by Defendant (Sutter Bay Medical Foundation) at any time from March 18, 2017 through August 11, 2024.

D. **“Class Counsel Fees” and “Class Counsel Costs”** means the amount to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action and their related litigation expenses incurred in connection with the Action.

E. **“Class Data”** means information regarding Class Members that Defendant shall compile from its records, as authorized by the Court, and transmit securely to the Settlement Administrator, including each Class Member’s name, last known mailing address; Social Security number; last known telephone number; dates of employment, and other information necessary for

the Settlement Administrator to calculate the number of Compensable Workweeks worked during the Class and PAGA Periods.

F. **“Class Member”** or **“Settlement Class Member”** means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA-Eligible Employee.)

G. **“Class Members’ Released Claims”** means the claims being released by the Participating Class Members, as described in Paragraph 19 below.

H. **“Class Notice”** means the Court-Approved Notice of Pendency of Class Action Settlement and Final Hearing, to be mailed to Class Members in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

I. **“Class Period”** means the period from March 18, 2017 through August 11, 2024.

J. **“Class Period End Date”** means August 11, 2024.

K. **“Class Representative”** means Maria Wong-Mikhail, the named Plaintiff in the operative complaint in the Action, who is seeking Court approval to serve as the Class Representative.

L. **“Class Representative’s Service Award”** means the amount to be paid to the Class Representative for initiating the Action and providing services in support of the Action, as approved by the Court.

M. **“Compensable Workweeks”** means the number of calendar weeks that a Class Member worked for Defendant as a non-exempt employee in California at any time during the Class Period, including the PAGA Period.

N. **“Court”** means the Santa Clara County Superior Court presiding over the settlement approval process in the Action.

O. **“Defense Counsel”** means Thomas E. Geidt and Teresa W. Ghali of GBG LLP.

P. **“Effective Date”** is the date on which the Settlement becomes “Final,” which means the latest date on which the following events have occurred: (i) the Superior Court has granted Final Approval and entered its Final Judgment approving the Settlement, without material modification, if there are no objections to the Settlement or if any and all objections have been

withdrawn in writing by the time of the Final Approval order; or (ii) if there are any objections, the day after the deadline for filing a notice of appeal from the Final Judgment has passed without a timely appeal having been filed; or (iii) if a timely appeal from the Final Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

Q. **“Final Approval”** means the Court’s order granting final approval of the Settlement.

R. **“Final Approval Hearing”** means the Court’s hearing on the motion for Final Approval of the Settlement.

S. **“Final Judgment”** means the Judgment entered by the Court upon granting Final Approval of the Settlement.

T. **“Individual Class Payment”** means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Compensable Workweeks worked during the Class Period, as explained in Paragraph 15 below.

U. **“Individual PAGA Payment”** means the pro rata share of 25% of the PAGA Payment, calculated according to the number of Compensable Workweeks worked during the PAGA Period by the eligible Class Members, whether or not they requested to be excluded from the Settlement, as explained in Paragraph 16 below.

V. **“LWDA”** means the California Labor and Workforce Development Agency.

W. **“LWDA PAGA Payment”** means the 75% share of the PAGA Payment paid to the LWDA under Labor Code section 2699(i).

X. **“Maximum Settlement Amount”** means Six Million Dollars (\$6,000,000), which is the total amount Defendant shall have to pay under the Settlement, except as provided in Paragraph 18 below regarding employer payroll taxes on the wage payments being made under the Settlement. The Maximum Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees and Class Counsel Costs, the Class Representative’s Service Award, and the Settlement Administration Costs. This excludes the employer’s contribution of payroll taxes due on the settlement payments apportioned as wages, which Defendant will pay outside of the Maximum

Settlement Amount.

Y. **“Net Settlement Amount”** means the Maximum Settlement Amount, less the Class Counsel Fees, the Class Counsel Costs, the Class Representative’s Service Awards, the PAGA Payment, and the Settlement Administration Costs.

Z. **“Non-Participating Class Member”** means any Class Member who opts out of the Settlement by sending the Settlement Administrator a valid and timely Request for Exclusion.

AA. **“Objection”** means a Class Member’s valid and timely submission of a written objection to the Settlement to the Settlement Administrator within the Response Deadline, provided that the Class Member did not submit a Request for Exclusion.

BB. **“PAGA”** means the California Private Attorneys General Act of 2004, Labor Code §§ 2698. *et seq.*

CC. **“PAGA-Eligible Employees”** means current and former non-exempt employees who were employed by Defendant in non-exempt Class positions at any time from January 21, 2020 through August 11, 2024.

DD. **“PAGA Payment”** means One Hundred Fifty Thousand_ Dollars (\$150,000), which is the total amount of PAGA civil penalties to be paid from the Maximum Settlement Amount, subject to the Court’s approval, in settlement of the PAGA claims in this Action. Of this amount, 75% (\$112,500) will be paid to the LWDA and 25% (\$37,500) will be distributed as the Individual PAGA Payments to the PAGA-Eligible Employees, whether or not they opt out of the Class Settlement.

EE. **“PAGA Period”** means the period from January 21, 2020 through August 11, 2024.

FF. **“PAGA-Released Claims”** means the PAGA claims being released as described in Paragraph 20 below.

GG. **“Participating Class Member”** means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

HH. **“Preliminary Approval Order”** means the Court’s Order granting preliminary approval of the Settlement.

1 II. **“Released Parties”** means Defendant and all of its former and present parents,
2 corporate members, subsidiaries, divisions, and affiliated companies, and their respective officers,
3 directors, employees, partners, shareholders, agents, insurers, successors, assigns, and legal
4 representatives.

5 JJ. **“Request for Exclusion”** means a Class Member’s valid and timely submission of
6 a written request to the Settlement Administrator to be excluded from the Class Settlement,
7 signed by the Class Member.

8 KK. **“Response Deadline”** means 45 days after the Settlement Administrator mails the
9 Class Notice to the Class Members, and shall be the last date on which Class Members may mail
10 or fax (1) Requests for Exclusion from the Settlement, (2) an Objection to the Settlement, or (3) a
11 dispute over the number of Compensable Workweeks attributed to them in the Class Notice,
12 unless the Response Deadline is extended by up to fourteen days as the result of a re-mailing of
13 the Class Notice, as explained below in Paragraph 29.

14 LL. **“Settlement”** means the final and complete disposition of the Actions effected by
15 this Agreement and the Judgment.

16 MM. **“Settlement Administrator”** or **“Administrator”** means Apex Class Action,
17 LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement, subject to
18 approval by the Court.

19 NN. **“Settlement Administration Costs”** means the Court-approved fees and
20 reasonable costs incurred by the Settlement Administrator to administer the Settlement, to be
21 reimbursed to the Settlement Administrator from the Maximum Settlement Amount.

22 **RECITALS**

23 3. **Class Complaint.** On March 18, 2021, Plaintiff Wong-Mikhail filed her Class
24 Complaint (Case No. 21CV378378) in Santa Clara County Superior Court in this Action, alleging
25 causes of action against Defendant for (1) failure to pay lawful wages; (2) failure to pay timely
26 wages; (3) knowing and intentional failure to comply with itemized wage statement provisions;
27 and (4) violation of the Unfair Competition Law (“UCL”). On March 29, 2021, Plaintiff filed her
28

1 First Amended Class Action Complaint to include PAGA claims for various alleged wage and
2 hour violations.

3 4. **Mediation.** On December 3, 2024, the Parties participated in a full-day, arms-
4 length mediation before Mediator Lisa Klerman. At the conclusion of the mediation, the
5 mediator memorialized the terms of a proposed settlement in a Mediator's Proposal, which the
6 Parties accepted on the following day, subject to completion of this long-form Settlement
7 Agreement and approval by the Court. The Parties have informed the Court of the Settlement, by
8 written stipulation. The Parties intend that further active litigation in this Action shall be stayed
9 and suspended pending the approval of this Settlement.

10 5. **Benefits of Settlement to Plaintiff and the Class Members.** Plaintiff and Class
11 Counsel recognize the expense and length of continued proceedings necessary to litigate
12 Plaintiff's disputes in this Action through trial and through any possible appeals. Plaintiff has
13 also taken into account the uncertainty and risks of the outcome of further litigation, and the
14 difficulties and delays inherent in such litigation. Plaintiff and Class Counsel also are aware of
15 the burdens of proof necessary to establish liability for the claims asserted in the Action, both
16 generally and in response to Defendant's defenses thereto, and the difficulties in establishing
17 damages, penalties, restitution and other relief sought in the Action. Plaintiff and Class Counsel
18 also have taken into account Defendant's agreement to enter into a settlement that confers
19 substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class
20 Counsel have determined that the Settlement set forth in this Agreement is fair, adequate, and
21 reasonable and is in the best interests of all Class Members.

22 6. **Defendant's Reasons for Settlement.** Defendant has concluded that further
23 defense of the Action would be protracted and expensive. Substantial amounts of Defendant's
24 time, energy, and resources have been, and unless this Settlement is completed, shall continue to
25 be, devoted to the defense of the claims asserted by Plaintiff. Defendant also has taken into
26 account the risks of further litigation in reaching its decision to enter into this Settlement. Even
27 though Defendant contends that it is not liable for any of the claims alleged by Plaintiff in the
28 Action and denies any liability whatsoever, Defendant, nonetheless, has agreed to settle in the

manner and upon the terms set forth in this Stipulation and to fully and finally put to rest the claims alleged in the Action.

CLASS CERTIFICATION

7. **Stipulated Settlement Class.** Solely for purposes of settling the Action, the Parties have agreed to the certification of a Settlement Class as defined herein.

8. **Certification Is for Settlement Only.** For purposes of this Settlement, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Class have been met and are met. More specifically, for purposes of settlement only, the Parties stipulate and agree that the Settlement Class is ascertainable and so numerous as to make it impracticable to join all Class Members; and that there are common questions of law and fact including, but not limited to, whether Defendant failed to whether Defendant failed to accurately pay overtime, minimum, or regular wages as a result of maintaining its pay rounding system; whether Defendant failed to furnish accurate, itemized wage statements to all Class Members in accordance with Labor Code section 226; and whether Defendant is liable to the Class Members for derivative waiting time penalties pursuant to Labor Code section 203, among other common issues.

9. **Certification Stipulation Nullified if Settlement Not Approved.** Should this Settlement not become final, for whatever reason, the fact that the Parties were willing to stipulate provisionally to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in the Action. Defendant expressly reserves its right to oppose class certification should this Settlement not become final.

MONETARY TERMS OF THE SETTLEMENT

10. **Maximum Settlement Amount.** The claims of all members of the Settlement Class and the PAGA-Eligible Employees, collectively, are settled for a maximum sum of Six Million Dollars (\$6,000,000) ("the Maximum Settlement Amount"). This Maximum Settlement Amount is inclusive of the Class Counsel Fees and Class Counsel Costs; the Class Representative's Service Award to Plaintiff Maria Wong-Mikhail; the Settlement Administration

Costs; and the PAGA Payments to the LWDA and the PAGA-Eligible Employees, all as approved by the Court. This excludes the employer's contribution of payroll taxes due on the settlement payments apportioned as wages, which Defendant will pay outside of (in addition to) the Maximum Settlement Amount.

11. **Class Counsel Fees and Class Counsel Costs.** Class Counsel shall be entitled to request attorneys' fees in an amount not to exceed Two Million Dollars (\$2,000,000), that is 33.33% of the Maximum Settlement Amount plus reasonable costs not to exceed Twenty Thousand Dollars (\$20,000). Class Counsel's request for such attorneys' fees and costs shall be subject to approval by the Court. Defendant agrees not to oppose or object to Class Counsel's requests for attorneys' fees or reasonable costs up to these amounts. In the event the Court awards Class Counsel less than these (or any other) requested amounts, the difference shall become part of the Net Settlement Amount and shall be distributed to Participating Class Members as part of their Individual Class Payment awards. Class Counsel shall be solely and legally responsible to pay all applicable taxes due on the award of Class Counsel Fees and Costs. Class Counsel shall provide the Settlement Administrator with properly completed and signed copies of IRS Form W-9 in order for the Settlement Administrator to process the Class Counsel award approved by the Court. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the amount of the Class Counsel award.

12. **Class Representative's Service Award.** For purposes of this Settlement only, the Parties agree to the designation of Plaintiff Maria Wong-Mikhail as Class Representative. In recognition of her time and effort in bringing and presenting the Action and for releasing the Plaintiff's Released Claims, Plaintiff shall request a Class Representative's Service Award not to exceed Ten Thousand Dollars (\$10,000). Plaintiff's request for such award shall be subject to approval by the Court and subject to Plaintiff's execution of full individual release agreements. Defendant agrees not to oppose or object to Plaintiff's request for a Class Representative's Service Award that does not exceed this amount. The Class Representative's Service Award will be in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment paid pursuant to the Settlement. The Settlement Administrator shall issue an IRS Form 1099 to

1 Plaintiff's for her Class Representative's Service Award. Plaintiff shall be solely and legally
2 responsible to pay any and all applicable taxes due on her Class Representative's Service Award.
3 Any amount requested by Plaintiff for the Class Representative's Service Award and not awarded
4 by the Court shall become part of the Net Settlement Amount and shall be distributed to
5 Participating Class Members as part of their Individual Class Payment awards.

6 13. **Settlement Administration Costs.** Subject to the Court's approval, Defendant
7 shall reimburse the Settlement Administration Costs, which are estimated not to exceed Fifty
8 Seven Thousand Dollars_(\$57,000), to be paid from the Maximum Settlement Amount. Prior to
9 the filing of Plaintiff's Motion for Final Approval of the Settlement, the Settlement Administrator
10 shall provide the Parties with a statement detailing the Settlement Administration Costs to date.

11 14. **PAGA Payments.** Defendant shall pay a total of One Hundred Fifty Thousand
12 Dollars (\$150,000), which is the total amount of PAGA civil penalties to be paid from the
13 Maximum Settlement Amount, subject to the Court's approval, in settlement of the PAGA claims
14 in this Action. Of this amount, 75% (\$112,500) will be paid to the LWDA and 25% (\$37,500)
15 will be distributed as the Individual PAGA Payments to the PAGA-Eligible Employees, whether
16 or not they opt out of the Class Settlement.

17 15. **Individual Class Payments.** The Settlement Administrator will determine the
18 Net Settlement Amount by deducting the Class Counsel Fees and Costs, the Class
19 Representative's Service Award, the PAGA Payment, and the Settlement Administration Costs
20 from the Maximum Settlement Amount. The Settlement Administrator will distribute the
21 Individual Class Payments to the Participating Class Members from the Net Settlement Amount.
22 The Administrator will calculate each Participating Class Member's Individual Class Payment by
23 determining the total number of Compensable Workweeks worked by all Participating Class
24 Members during the Class Period, dividing that number into the Net Settlement Amount to
25 determine the per-workweek value of each Compensable Workweek, and then multiplying that
26 sum by the number of Compensable Workweeks worked by each Participating Class Member
27 during the Class Period.
28

1 16. **Individual PAGA Payments.** The Settlement Administrator will calculate each
2 eligible employee's Individual PAGA Payment by dividing the 25% portion of the PAGA
3 Payment to be distributed to those individuals, i.e. \$37,500, by the total number of Compensable
4 Workweeks worked by all of the PAGA-Eligible Employees during the PAGA Period to derive
5 the per-workweek value of the Individual PAGA Payments, and then multiplying that sum by the
6 number of Compensable Workweeks worked by each such employee during the PAGA Period.

7 17. **Tax Treatment of Individual Class and PAGA Payments.** Individual Class
8 Payments shall be allocated as follows: 20% as alleged unpaid wages subject to all applicable tax
9 withholdings and 80% as alleged unpaid interest and penalties. The Settlement Administrator
10 shall issue an IRS Form W-2 to each Participating Class Member for the portion of each
11 Individual Class Payment allocated as unpaid wages. These payments shall be subject to all
12 applicable tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each
13 Participating Class Member for the remaining portion of each Individual Class Payment. The
14 Settlement Administrator shall also issue an IRS Form 1099 for the Individual PAGA Payments.
15 The non-wage portions of the Individual Class Payments and the entirety of the Individual PAGA
16 Payments will be allocated as non-wage penalties and interest and shall not be subject to payroll
17 tax withholdings.

18 18. **Employer Payroll Taxes.** The Maximum Settlement Amount shall resolve,
19 satisfy and completely extinguish all of Defendant's liability with respect to the Class Members,
20 except that Defendant shall be responsible for paying the employer's share of payroll taxes on the
21 portion of the Individual Class Payments that constitute wages. Defendant will pay these taxes,
22 as calculated by the Settlement Administrator, in addition to the Maximum Settlement Amount.
23 Upon Defendant's funding of the Maximum Settlement Amount and the employer portion of
24 payroll taxes on the portion of the Individual Class Payments that constitute wages, Defendant
25 shall have no further payment or defense obligation whatsoever with respect to any claims
26 covered by this Settlement made or asserted by any person or entity anywhere in the world in
27 connection with the Class Members.

28 **RELEASES**

1 19. **Class Members' Released Claims.** Effective on the date when Defendant fully
2 funds the Maximum Settlement Amount and its share of employer-side payroll taxes owed on the
3 wage portion of the Settlement Payments, Plaintiff and all Participating Class Members will fully,
4 finally and forever release, settle, compromise, relinquish, and discharge Defendant and all of the
5 Released Parties from any and all claims, rights, demands, liabilities, and causes of action of
6 every nature and description, arising during the Class Period, including statutory, contractual, or
7 common law claims for wages, damages, penalties, liquidated damages, interest, attorneys' fees,
8 litigation costs, restitution, or equitable relief – whether asserted under the California Labor Code,
9 Business and Professions Code §§ 17200 *et seq.*, the applicable wage orders at California Code of
10 Regulations, Title 8, Section 11000 *et seq.*, or otherwise – that were or reasonably could have
11 been alleged based on the factual allegations in Plaintiff's operative Complaint herein, as
12 amended, and Plaintiff's notices to the LWDA, including but not limited to any and all claims for:
13 (a) failure to timely pay all overtime, minimum wages and/or regular wages due, arising from
14 Defendant's policy or practice of rounding pay, including claims of failure to pay for pre-shift,
15 post-shift or other "off the clock" work, and including any claims alleging improper rounding of
16 meal period times; (b) derivative claims arising from the claims listed above in subparagraph (a)
17 alleging failure to furnish accurate itemized wage statements in accordance with Labor Code
18 section 226, including any associated claims for penalties under Labor Code section 226(e) and
19 failure to maintain complete and accurate payroll records; (c) derivative claims arising from the
20 claims listed above in subparagraph (a) alleging failure to provide all wages due upon separation
21 of employment under Labor Code sections 201-203; (d) any and all other derivative claims
22 arising from the claims listed above in subparagraphs (a) through (c); and (e) any and all related
23 claims for attorneys' fees and costs.

24 20. **PAGA-Released Claims by Plaintiff and the State of California.** Effective on
25 the date when Defendant fully funds the Maximum Settlement Amount and its share of employer-
26 side payroll taxes owed on the wage portion of the Settlement Payments, Plaintiff, as agent and
27 proxy of the State of California, and the State of California (including the LWDA), acting on
28 behalf of the PAGA-Eligible Employees, shall release Defendant and all the Released Parties

1 from any and all claims for PAGA civil penalties arising during the PAGA Period, based on any
2 of the underlying claims that were alleged, or reasonably could have been alleged, based on the
3 facts contained in Plaintiff's operative Complaint, as amended, and/or in Plaintiff's notices
4 provided to the LWDA in connection with this Action, and included all the claims enumerated in
5 the preceding Paragraph 20. It is understood and agreed that PAGA-Eligible Employees will not
6 have the opportunity to opt out of this PAGA Release even if they have requested to be excluded
7 from the Class Settlement. It is the intent of the Parties that, to the fullest extent permitted by
8 law, the PAGA-Eligible Employees will be deemed to have released all such PAGA claims
9 arising during the PAGA Period.

10 21. **Plaintiff's Additional Release.** In addition to the Class Members' Released
11 Claims, Plaintiff, in her individual capacity, agrees to release the Released Parties from any and
12 all claims they may have, known and unknown, under federal, state and/or local law, statute,
13 ordinance, regulation, common law, or other source of law, arising as of the date of execution of
14 this Agreement, including but not limited to claims arising from or related to her employment
15 with Defendant, her termination, her compensation while in Defendant's employ, and all other
16 dealings she may have had with the Released Parties. Plaintiff expressly waives and relinquish
17 all rights and benefits of section 1542 of the Civil Code of the State of California, and does so
18 understanding and acknowledging the significance and consequence of specifically waiving her
19 rights under section 1542 not to otherwise release unknown claims. Section 1542 of the Civil
20 Code of the State of California states as follows:

21 A general release does not extend to claims that the creditor or
22 releasing party does not know or suspect to exist in his or her favor
23 at the time of executing the release and that, if known by him or
24 her, would have materially affected his or her settlement with the
25 debtor or released party.

26 Notwithstanding the provisions of section 1542, and to implement a full and complete
27 release and discharge of the Released Parties, Plaintiff expressly acknowledges that this
28 Agreement is intended to include in its effect, without limitation, all claims that Plaintiff does not
know or suspect to exist in her favor at the time of signing this Agreement, and that this
Agreement contemplates the extinguishment of any such claims.

MOTION FOR PRELIMINARY APPROVAL

22. **Mutual Duty of Cooperation to Seek Approval.** The Parties agree to work diligently and cooperatively to have this Settlement expeditiously presented to the Court for preliminary approval. Class Counsel shall prepare a draft motion for preliminary approval, including a proposed Preliminary Approval Order, and will circulate the draft to Defense Counsel at least five (5) business days in advance of its filing. Upon filing the motion for preliminary approval, Class Counsel shall also timely submit any required notices of this Agreement to the LWDA as may be required by Labor Code sections 2699(1)(2) and (3) or other provisions of PAGA.

23. **Contents of Preliminary Approval Order.** As part of the motion for preliminary approval, the Parties shall apply to the Court for the entry of an Order as follows:

- a. Certifying the Settlement Class for settlement purposes only;
- b. Approving, as to form and content, the proposed Class Notice (**Exhibit A** attached hereto);
- c. Approving the manner and method for Class Members to object to or request exclusion from the Settlement, as contained herein and within the Class Notice;
- d. Directing the mailing of the Class Notices to Class Members, by first class mail;
- e. Preliminarily approving the Settlement, subject only to the objections of Class Members and final review by the Court; and
- f. Setting a date and time for the Final Approval Hearing.

24. **Resolution of Court Concerns.** If the Court does not initially grant preliminary approval or conditions preliminary approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together in good faith to modify the Agreement and/or otherwise satisfy the Court's concerns.

SETTLEMENT ADMINISTRATION

25. **Selection of Settlement Administrator.** The Parties have jointly selected Apex Class Action, LLC ("Apex") to serve as the Settlement Administrator and have verified that, as a

1 condition of appointment, Apex agrees to perform, as a fiduciary, all duties specified in this
2 Agreement in exchange for payment of the Settlement Administration Costs. The Parties and
3 their Counsel represent that they have no interest or relationship, financial or otherwise, with the
4 Settlement Administrator other than a professional relationship arising out of prior experiences
5 administering settlements.

6 **26. Qualified Settlement Fund.** The Settlement Administrator shall establish a
7 settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S.
8 Treasury Regulation section 468B-1. The Administrator shall have and use its own Employer
9 Identification Number for purposes of calculating payroll tax withholdings and providing reports
10 to state and federal tax authorities, except as otherwise required or permitted by law.

11 **27. Transmission of Class Data to Administrator.** Within forty-five (45) calendar
12 days after the Court grants preliminary approval of the Settlement, to the extent practicable,
13 Defendant will securely provide the Settlement Administrator with the necessary Class Data,
14 including the names, last known addresses and telephone numbers, and social security numbers of
15 the Class Members. In addition, Defendant will provide the Settlement Administrator with data
16 indicating the number of workweeks worked by each Class Member during the Class Period and
17 PAGA Period, as reflected in Defendant’s records. The Settlement Administrator will retain the
18 Class Data and will not share it with Class Counsel except as otherwise permitted herein.

19 **28. Mailing of Class Notices.** Within fourteen (14) calendar days after receiving the
20 Class Data from Defendant, the Settlement Administrator shall mail copies of the Court-approved
21 Class Notice to all Class Members via regular First-Class U.S. Mail. The Settlement
22 Administrator shall exercise its best judgment to determine the current mailing address for each
23 Class Member as informed by the parties’ input. The address identified by the Settlement
24 Administrator as the current mailing address shall be presumed to be the most current mailing
25 address for each Class Member. The Settlement Administrator shall perform a search based on
26 the National Change of Address Database maintained by the United States Postal Service to
27 update and correct any known or identifiable address changes. The Parties agree that this
28

1 procedure for notice provides the best notice practicable to Class Members and fully complies
2 with due process.

3 29. **Undeliverable Class Notices.** Any Settlement Notice returned to the Settlement
4 Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the
5 forwarding address affixed thereto within five (5) calendar days of receipt of the returned Class
6 Notice by the Settlement Administrator. If no forwarding address is provided, the Administrator
7 shall attempt to determine a correct address by the use of skip-tracing, or other type of automated
8 search, using the name, address and/or Social Security number of the Class Member involved,
9 and shall then perform a re-mailing to the Class Member whose Class Notice was returned as
10 non-deliverable within five (5) calendar days of receipt of the returned Notice by the
11 Administrator, assuming another mailing address is identified by the Administrator. The
12 deadlines for Class Members to submit written Objections, Requests for Exclusion, or challenges
13 to Compensable Workweeks will be extended an additional fourteen (14) calendar days from the
14 date of the re-mailing, even if this results in an extension of the otherwise-applicable 45-day
15 Response Deadline. If these procedures are followed, notice to Class Members shall be deemed
16 to have been fully satisfied, and if the intended recipient of the Settlement Notice does not receive
17 the Class Notice, the intended recipient shall nevertheless remain a Class Member and shall be
18 bound by all terms of the Settlement and the Final Order and Judgment.

19 30. **Determination of Individual Settlement Awards and Individual PAGA**
20 **Payments.** The Settlement Administrator shall determine the eligibility for, and the amounts of,
21 each Individual Class Payment and Individual PAGA Payment under the terms of this Agreement
22 based on the number of Compensable Workweeks worked by each Class Member in the
23 applicable Class and/or PAGA Periods. The Administrator will then include the estimated
24 number of Compensable Workweeks and the individual payment amounts in each Class
25 Member's Class Notice.

26 31. **Workweek Disputes.** Class Members who wish to dispute the number of eligible
27 Compensable Workweeks set forth in the Notice, or assert that they should have been included as
28 a member of the Class, may submit a written statement to the Settlement Administrator within the

1 Response Deadline setting forth the number of Compensable Workweeks they believe should be
2 credited to them within the applicable Class or PAGA Period, accompanied by any supporting
3 documentation of their claim. The Settlement Administrator, in consultation with Class Counsel
4 and Defense Counsel, will review the pertinent payroll records, which Defendant agrees to make
5 available to the Settlement Administrator as needed. Defendant's payroll records will be
6 presumed to be correct unless a Class Member proves otherwise by credible evidence. The
7 Settlement Administrator's decision as to the total number of eligible Compensable Workweeks
8 shall be final and non-appealable, subject to the ultimate oversight and approval of the Court if
9 necessary.

10 **32. Objections to the Settlement.** Any Participating Class Member may object to the
11 Settlement by submitting a written objection to the Settlement Administrator within the 45-day
12 Response Deadline, unless that deadline has been extended by a re-mailing of the Class Notice.
13 An objection should include: (a) the objector's full name, signature, address, and telephone
14 number; (b) a written statement of the grounds for the objection accompanied by any legal
15 support for such objection; and (c) copies of any papers, briefs, or other documents upon which
16 the objection is based. Objecting Class Members may appear at the Final Approval Hearing
17 either in person, or through counsel retained at Class Member's own expense, to have their
18 objection heard, whether or not they had submitted a prior written objection as specified in this
19 section. The Court will rule on any objections to the settlement at the Final Approval Hearing.
20 An objection may be withdrawn at any time. The Settlement Administrator shall provide
21 objections, if any, to Class Counsel and Defense Counsel via email within three (3) calendar days
22 of receipt, and the Settlement Administrator shall attach any objections to its declaration of due
23 diligence, which is to be filed with the Court prior to the Final Approval Hearing. Any
24 Participating Class Member who files an objection remains eligible to receive monetary
25 compensation from the Settlement. At no time shall any of the Parties, Class Counsel, or Defense
26 Counsel solicit or otherwise encourage or discourage Class Members from submitting a Notice of
27 Objection or filing an appeal from the Final Order and Judgment. Class Members who submit a
28 Request for Exclusion are ineligible to object to the Settlement.

1 **33. Requests for Exclusion.** Any Class Member may request to be excluded from
2 (“opt out of”) the Settlement by submitting a signed, written request to the Settlement
3 Administrator, clearly communicating that the Class Member wishes to be excluded from the
4 Settlement. To be timely and valid, the Request for Exclusion must be mailed (postmarked) by
5 the Response Deadline, 45 days from the Settlement Administrator’s mailing of the Class Notice,
6 unless that deadline has been extended by a re-mailing of the Class Notice. The Request for
7 Exclusion should contain the Class Member’s name, address, signature, date, telephone number
8 or email address, and the name of the case. Persons who submit a timely Request for Exclusion
9 will be referred to as Non-Participating Class Members. The Settlement Administrator will
10 accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
11 identity of the person as a Class Member and the Class Member’s desire to be excluded. Non-
12 Participating Class Members will not be entitled to receive an Individual Class Payment under the
13 Settlement, will not be bound by the terms and conditions of the Class Settlement and will not be
14 releasing any of the Class Members’ Released Claims. However, Non-Participating Class
15 Members who are PAGA-Eligible Employees will still receive Individual PAGA Payments and
16 are precluded from bringing PAGA-Released Claims that are released by Plaintiff and the State of
17 California, as described in Paragraph 20 above. Any Class Member who does not submit a timely
18 Request for Exclusion will be deemed to be a Participating Class Member and will be bound by
19 the terms and conditions of the Settlement.

20 **34. Revocation of Settlement by Defendant.** If five percent (5%) or more of the
21 Class Members request to be excluded from the Class, Defendant shall have the sole and absolute
22 discretion to revoke the Settlement Agreement. The Settlement Administrator shall provide a list
23 of the Requests for Exclusion within seven (7) days after the Response Date. If Defendant elects
24 to revoke/rescind the Settlement Agreement, it shall provide written notice of such revocation to
25 Class Counsel within seven (7) days after receiving the final list of Requests for Exclusion from
26 the Settlement Administrator. Defendant agrees to meet and confer in good faith with Class
27 Counsel before rescinding or voiding the Settlement Agreement. Such rescission shall have the
28 same effect as a termination of this Settlement Agreement for failure to satisfy a condition of

1 settlement, and the Settlement Agreement shall become null and void and have no further force or
2 effect. No Party will encourage any class member to opt out of the Settlement. If Defendant
3 revokes the Settlement under this provision, it shall be responsible to pay the Settlement
4 Administrator's costs incurred to that point.

5 **35. Workweek Count.** Defendant's best estimate to Plaintiff's Counsel is that the
6 total number of class member workweeks from March 18, 2017 through August 11, 2024, is
7 approximately 2,395,045 workweeks. If Defendant's estimate as to the number of class member
8 workweeks as of August 11, 2024 is materially incorrect (i.e., the workweeks are understated by
9 more than 10%), then Defendant shall have the option, in its sole discretion, of either (1)
10 agreeing to move the end date of the Class Period backward to the latest week in which the
11 number of class member workweeks is determined to be at 2,634,550; or (2) increasing the
12 Maximum Settlement Amount on a pro-rata basis (for example, if the number of workweeks
13 increases by 1% beyond 2,634,550, the Maximum Settlement Amount will increase by 1%).

14 **36. Weekly Status Reports.** Following the mailing of the Class Notice, the
15 Settlement Administrator will provide Class Counsel and Defense Counsel with weekly reports
16 of, among other things, the number of Class Notices mailed or re-mailed, Class Notices returned
17 undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, and
18 challenges to the number of Compensable Workweeks received and/or resolved. The
19 Administrator will promptly provide counsel for the Parties with copies of any objections
20 received. Additionally, the Settlement Administrator will provide to counsel for the Parties any
21 other updated reports regarding the administration of the Settlement as may be needed or
22 requested from time to time, including any declarations required by the Court.

23 **37. Other Duties of the Settlement Administrator.** The Settlement Administrator
24 shall perform such other duties as may be necessary from time to time, as directed by Counsel or
25 the Court. This shall include, among other things, (1) maintaining and monitoring an email
26 address and toll-free telephone number to receive Class Member calls, faxes and emails; (2)
27 establishing and maintaining an internet website to post necessary information for Class Members
28 regarding this Agreement and the Final Approval Hearing, among other things; (3) providing

1 Counsel for the Parties with a declaration suitable for filing in Court at least 14 days before
2 Plaintiff is required to file her motion for Final Approval of the Settlement, attesting to the
3 Administrator's compliance with all of its obligations under the Agreement, and other necessary
4 information regarding the Class Notices, Requests for Exclusion, and objections; and (4)
5 providing a final report and compliance declaration suitable for filing with the Court following
6 the Administrator's disbursement of all the payments required by this Agreement, in accordance
7 with any deadlines set by the Court.

8 **MOTION FOR FINAL APPROVAL**

9 **38. Final Settlement Approval Hearing and Entry of Final Order and Judgment.**

10 Following expiration of the Response Deadline, Plaintiff shall prepare and file a motion on behalf
11 of all Parties seeking final approval of the Settlement, including a request for approval of the
12 PAGA settlement under Labor Code section 2699(1)(2), a proposed Final Approval Order, and a
13 proposed Judgment. Plaintiff shall provide drafts of the motion for final approval and proposed
14 Final Order and Judgment to Defense Counsel not later than five (5) business days prior to filing
15 the motion. Plaintiff's motion for Final Approval shall be accompanied by a declaration from the
16 Settlement Administrator, as referenced above, describing the process and results of the
17 administration of the Settlement to date. Plaintiff will prepare and include with the Final
18 Approval motion a request seeking approval of Plaintiff's request for reimbursement of Class
19 Counsel's attorneys' fees and costs incurred in this matter and Plaintiff's request for Class
20 Representative Service Awards.

21 **39. Contents of Proposed Final Order and Judgment.** The proposed Final Order
22 and Judgment will include, among other things:

- 23 a. Final Approval of the Settlement, adjudging the terms thereof to be fair,
24 reasonable and adequate, and directing consummation of its terms and provisions;
- 25 b. Approval of Class Counsel's application for an award of attorneys' fees
26 and costs;
- 27 c. Approval of the Class Representative's Service Award payment to
28 Plaintiff;

- d. Approval of the Settlement Administration Costs;
- e. Approval of the PAGA Payment;
- f. The setting of a date when the Parties shall submit the Final Report regarding the distribution of the Maximum Settlement Amount pursuant to California Code of Civil Procedure section 384, and, if necessary, a date for a final accounting hearing following its receipt of the Final Report;
- g. The entering of a judgment in the Action that is intended to preclude any Class Members from pursuing any individual, class or representative claims against any of the Released Parties that have been released herein pursuant to the Settlement Agreement, upon satisfaction of all payments and obligations hereunder, excluding the Class claims of those persons who submitted valid and timely Requests for Exclusion.

40. **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, the Parties will expeditiously work together in good faith to address the Court's concerns, including, if necessary, by revising the Agreement to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative's Service Payments, Class Counsel Fees and Class Counsel Costs, PAGA Payment, and/or Settlement Administration Costs shall not constitute a material modification of the Agreement within the meaning of this Paragraph.

41. **Jurisdiction of the Court Following Judgment.** Following entry of the Final Order and Judgment, the Court shall retain jurisdiction solely with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith; and addressing any other settlement administration and compliance matters that may require its attention. If any Party brings an action to enforce the terms of this Agreement, the prevailing Party shall be entitled to its/their reasonable attorneys' fees and costs.

SETTLEMENT FUNDING AND PAYMENTS

42. **Information from Settlement Administrator Regarding Funding.** Not later than fourteen (14) calendar days after the Court's grant of Final Approval of the Settlement, the

1 Settlement Administrator will provide Defense Counsel with an accounting of all anticipated
2 payments from the QSF as specified in this Agreement and approved by the Court, including all
3 necessary routing and payment instructions to the QSF, and including the amount due for the
4 employer's share of payroll taxes on the wage payments to be made outside the Maximum
5 Settlement Amount. The Settlement Administrator will also provide counsel for the Parties with
6 at least fourteen (14) calendar days, whether before or after the funding date but before the
7 scheduled distribution date, in which to review the Administrator's proposed payment
8 calculations.

9 43. **Funding of Settlement.** Defendants shall pay the Maximum Settlement Amount,
10 together with the amount the Settlement Administrator has determined or estimated to be
11 Defendant's share of employer taxes due on the wages being paid under the Settlement, in one
12 lump sum payment within forty-five (45) calendar days after the Effective Date. Defendant shall
13 provide the Maximum Settlement Amount to the Settlement Administrator in any feasible
14 manner, including, but not limited to, a wire transfer or a check.

15 44. **Timing of Settlement Disbursements.** Within fifteen (15) calendar days after
16 Defendant has provided the Settlement Administrator with the Maximum Settlement Amount, the
17 Settlement Administrator will distribute the payments to Plaintiff for her Class Representative's
18 Service Award payment, to Class Counsel for their awarded attorneys' fees and costs, to the
19 LWDA, to the Participating Class Members for their Individual Class Payments, to all PAGA-
20 Eligible Employees for their Individual PAGA Payments, and to itself for the Settlement
21 Administration Costs.

22 45. **Method of Individual Payments.** The Settlement Administrator shall mail the
23 Individual Class Payment and Individual PAGA Payments by regular First-Class U.S. Mail to
24 each person's last known mailing address. Prior to mailing the payments, the Settlement
25 Administrator shall perform a search based on the National Change of Address Database
26 maintained by the United States Postal Service to update and correct any known or identifiable
27 address changes.
28

1 **46. Non-Reversionary Settlement; No Claim Necessary.** Participating Class
2 Members shall not be required to submit a claim in order to receive a share of the Net Settlement
3 Amount, and no portion of the Maximum Settlement Amount shall revert to Defendant. To the
4 extent the Court does not approve the full requested attorneys' fees, litigation costs, Class
5 Representative's Service Award or Settlement Administration Costs, the Net Settlement Amount
6 will increase accordingly by the difference between the requested amounts and the amounts
7 awarded by the Court. If this Settlement is not finally approved by the Court in full, or is
8 terminated, rescinded, canceled or fails to become effective for any reason, or if the Effective
9 Date does not occur, then no portion of the Maximum Settlement Amount shall be paid.

10 **47. Disposition of Uncashed Checks.** All Individual Settlement Payment checks
11 and/or Individual PAGA Payment checks issued by the Settlement Administrator must be cashed
12 within one hundred eighty (180) days after issuance. After the expiration of the 180-day period,
13 the Settlement Administrator will void any uncashed checks, and, subject to the Court's approval,
14 the total amount of any uncashed settlement checks will be paid to the State Controller's
15 Unclaimed Property Fund to permit the affected Participating Class Members and/or PAGA-
16 Eligible Employees to claim the funds in the future.

17 **48. Settlement Binding Even If Checks Not Cashd.** In the event a Participating
18 Class Member or Participating PAGA Member fails to cash/deposit his or her Individual Class
19 Payment check and/or Individual PAGA Payment check, for whatever reason, that person shall
20 nevertheless remain bound by the Class Settlement and, if applicable, the PAGA Release.

21 **ADDITIONAL PROVISIONS**

22 **49. Nullification of Settlement for Other Reasons.** In the event: (i) the Court does
23 not enter the Preliminary Approval Order; (ii) the Court does not grant Final Approval of the
24 Settlement; (iii) the Court does not enter the Final Order and Judgment; or (iv) the Settlement
25 does not become final for any other reason, this Agreement shall be rendered null and void, and
26 any order or judgment entered by the Court in furtherance of this Agreement shall be treated as
27 void from the beginning. In such a case, this Agreement and any documents related to it shall not
28 be used by any Class Member or Class Counsel to support any claim or request for class

1 certification in the Action, and shall not be used in any other civil or administrative action against
2 Defendant or any of the other Released Parties.

3 **50. Plaintiff's Waiver of Right to Be Excluded.** Plaintiff agrees that by signing this
4 Agreement, she will be bound by the terms herein. Plaintiff further agrees that, upon signing this
5 Agreement, she will not request to be excluded from this Settlement, and that any such request for
6 exclusion by Plaintiff will be void and of no force or effect.

7 **51. Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms
8 and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class
9 Members who did not object to the Settlement as provided in this Agreement waive all rights to
10 appeal from the Judgment. If an objector appeals the Judgment, the Parties' obligations to
11 perform under this Agreement will be suspended until the appeal is finally resolved and the
12 Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement
13 Amount. However, nothing in this Agreement shall preclude Plaintiff from appealing a court
14 order denying or failing to grant in full her requests for attorneys' fees, costs, or service awards.
15 Any order reducing the Class Counsel Award or the Class Representative's Service Awards will
16 not be grounds on Plaintiff's part to nullify or void this Settlement.

17 **52. No Credit Towards Defendant's Benefit Plans.** Neither the terms of this
18 Settlement nor any of the amounts paid to Plaintiff or any Class Member shall have any effect on
19 the eligibility or calculation of any employee benefits under Defendant's benefit plans. Any
20 Individual Class Payments or Individual PAGA Payments paid under the Settlement do not
21 represent any modification of a recipient's previously-credited hours of service or other eligibility
22 criteria, and will not be utilized to calculate any additional benefits, vesting or credit under any
23 bonus or compensation plan, collective bargaining agreement, employee pension benefit plan,
24 employee welfare benefit plan, or any other program or policy sponsored by Defendant or any
25 Sutter Health affiliates. It is the intent of the Parties that the Individual Settlement Awards and
26 Individual PAGA Payments provided for in this Agreement are the sole payments to be made by
27 Defendant to Class Members and others in connection with this Settlement, and that the Class
28

1 Members are not entitled to any new or additional compensation or benefits as a result of having
2 received the Individual Settlement Awards and/or Individual PAGA Payments.

3 **53. No Admission of Liability, Class Certification or Representative**
4 **Manageability for Other Purposes.** Defendant denies all claims alleged in the Action and
5 denies all wrongdoing whatsoever by Defendant. Defendant further denies that any of its
6 employees has been “aggrieved” by a violation of the Labor Code. Neither this Agreement, nor
7 any of its terms and conditions, nor any of the negotiations connected with it, is a concession or
8 admission, and none shall be used against Defendant as an admission or indication with respect to
9 any claim of any fault, concession, or omission by Defendant or that class certification is proper
10 under the standard applied to contested certification motions. The Parties agree that certification
11 of the proposed class and representative treatment under PAGA is for purposes of this Settlement
12 only. This Agreement will not be admissible in this or any other proceeding as evidence that
13 either a class action should be certified, that Plaintiff’s PAGA claims are manageable for trial, or
14 that Defendant is liable to Plaintiff or any Class Member, other than according to the terms of this
15 Agreement.

16 **54. Publicity and Confidentiality.** The Parties and their counsel will treat the terms
17 of this Settlement as strictly confidential prior to the filing of the preliminary approval motion.
18 Both before and after the filing of the preliminary approval motion, the Parties and their counsel
19 will not issue any press releases or initiate any contact with the media about this case and/or the
20 fact, amount, or terms of the Settlement. If, after the filing of the preliminary approval motion,
21 counsel for either Party receives an inquiry about the Settlement from the media, counsel may
22 respond but must limit such response to the terms of the Settlement as those terms are set forth in
23 the public record. After the filing of the preliminary approval motion, Plaintiff’s Counsel shall be
24 permitted to discuss the terms of the Settlement with any Settlement Class members who inquire
25 about the terms.

26 **55. Tax Liability.** The Parties and their counsel make no representations as to the tax
27 treatment or legal effect of the payments specified herein, and Class Members are not relying on
28 any statement or representation by the Parties, Class Counsel or Defense Counsel in this regard.

1 Participating Class Members, PAGA-Eligible Employees, Class Counsel, and Plaintiff shall be
2 solely and legally responsible for the payment of all applicable taxes and penalties assessed on the
3 payments specified herein other than the employer's share of the payroll taxes due on the
4 payments designated as wages.

5 **56. Circular 230 Disclaimer.** The Parties acknowledge and agree that (i) no
6 provision of this Agreement, and no written communication or disclosure between or among the
7 Parties, Class Counsel or Defense Counsel and other advisors, is or was intended to be, nor shall
8 any such communication or disclosure constitute or be construed or be relied upon as, tax advice
9 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
10 amended); (ii) the acknowledging party (a) has relied exclusively upon his, her, or its own,
11 independent legal and tax counsel for advice (including tax advice) in connection with this
12 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other
13 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
14 communication or disclosure by any attorney or advisor to any other party to avoid any tax
15 penalty that may be imposed on the acknowledging party; and (iii) no attorney or advisor to any
16 other party has imposed any limitation that protects the confidentiality of any such attorney's or
17 advisor's tax strategies (regardless of whether such limitation is legally binding) upon disclosure
18 by the acknowledging party of the tax treatment or tax structure of any transaction, including any
19 transaction contemplated by this Settlement.

20 **57. Authorization to Enter into Agreement.** Class Counsel and Defense Counsel
21 warrant and represent that they are expressly authorized by the Parties whom they represent to
22 negotiate this Agreement and to take all appropriate actions required or permitted to be taken by
23 the Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents
24 required to effectuate its terms. The person signing this Stipulation of Settlement on behalf of
25 Defendant represents and warrants that he/she is authorized to sign this Agreement on behalf of
26 Defendant. Plaintiff represents and warrants that she is authorized to sign this Agreement on
27 behalf of herself and the Class, and as proxy for the State of California, and that she has not
28 assigned any claim or part of a claim covered by this Agreement to a third party.

1 **58. Cooperation to Effectuate Settlement.** The Parties, Class Counsel and Defense
2 Counsel shall cooperate with each other and use their best efforts to effect the implementation of
3 this Settlement. In the event the Parties are unable to reach agreement on the form or content of
4 any document needed to implement the Settlement, or on any supplemental provisions that may
5 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of
6 the Court to resolve such disagreement.

7 **59. Invalidity of Any Provision.** In the event the Court declares any material
8 provision of this Agreement invalid, the Agreement will be void and its terms will be of no force
9 and effect, except as otherwise agreed to by the Parties in writing, subject to the Court's approval.
10 Before the Court concludes that any term or provision of this Agreement is invalid, the Parties
11 will request that the Court first attempt to construe the terms or provisions valid to the fullest
12 extent possible consistent with applicable precedents so as to define all provisions of this
13 Agreement as valid and enforceable. The Parties further agree to meet and confer in an attempt to
14 resolve any issues or concerns the Court may have as to the validity of any provision in an effort
15 to effectuate the essential terms of this Settlement, and to discuss any possible amendments to this
16 Agreement or its Exhibit 1 needed to obtain the Court's approval of the Settlement.

17 **60. Binding Nature of Notice of Class Action Settlement.** It is agreed that, because
18 the Class Members are so numerous, it is impossible or impractical to have each Class Member
19 execute the Agreement. The Class Notice shall advise all Class Members of the binding nature of
20 the Settlement, and the release of the Class Members' Released Claims as described above in
21 Paragraph 19 shall have the same force and effect as if this Agreement were executed by each
22 Participating Class Member.

23 **61. Entire Agreement.** This Agreement and its attached Exhibit 1 constitute the
24 entire agreement between the Parties, and no oral or written representations, warranties, or
25 inducements have been made to Plaintiff or Defendant concerning this Agreement or Exhibit 1
26 other than the representations, warranties, and covenants contained and memorialized in this
27 Agreement and Exhibit 1. No other prior or contemporaneous written or oral agreements may be
28 deemed binding on the Parties.

62. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

63. **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest and approved by the Court.

64. **Governing Law.** All terms of this Agreement and its exhibit shall be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

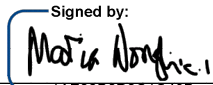
65. **Binding on Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

66. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

67. **Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them shall be deemed to be one and the same instrument if counsel for the Parties exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release on the dates set forth below:

DATED: 4/11/2025

Signed by:

1AE33B0D9C7C48B
MARIA WONG-MIKHAIL, Plaintiff

1 DATED: _____
2

SUTTER BAY MEDICAL FOUNDATION

3 By: _____
4 Jonathan Ma
5 Interim Chief Financial Officer, Sutter Health

6 APPROVED AS TO FORM AND CONTENT:
7

8 DATED: 04/11/2025 _____

JAMES HAWKINS APLC

9 By:  _____
10 Isandra Fernandez
11 Anthony Draper

12 Attorneys for Plaintiff
13 MARIA WONG-MIKHAIL

14 DATED: _____

GBG LLP

15
16 By: _____
17 Teresa W. Ghali

18 Counsel for Defendant
19 SUTTER BAY MEDICAL FOUNDATION
20
21
22
23
24
25
26
27
28

1 DATED: 04/14/2025

SUTTER BAY MEDICAL FOUNDATION

2
3 By: 
4 Jonathan Ma
Interim Chief Financial Officer, Sutter Health

5
6 APPROVED AS TO FORM AND CONTENT:

7
8 DATED: _____

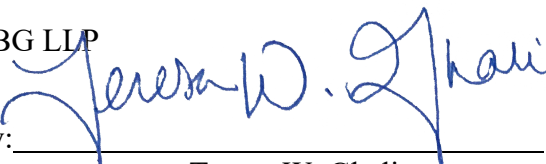
JAMES HAWKINS APLC

9
10 By: _____
Isandra Fernandez
Anthony Draper

11
12 Attorneys for Plaintiff
13 MARIA WONG-MIKHAIL

14 DATED: April 16, 2025

15
16 GBG LLP

By: 
Teresa W. Ghali

17
18 Counsel for Defendant
SUTTER BAY MEDICAL FOUNDATION

1 DATED: _____

SUTTER BAY MEDICAL FOUNDATION

2
3 By: _____
4 Jonathan Ma
Interim Chief Financial Officer, Sutter Health

5
6 APPROVED AS TO FORM AND CONTENT:

7
8 DATED: 04/11/2025

JAMES HAWKINS APLC

9 By:  _____
10 Isandra Fernandez
11 Anthony Draper

12 Attorneys for Plaintiff
13 MARIA WONG-MIKHAIL

14 DATED: _____

GBG LLP

15
16 By: _____
Teresa W. Ghali

17 Counsel for Defendant
18 SUTTER BAY MEDICAL FOUNDATION

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on behalf of herself and all others similarly situated

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Attorneys for Defendant
SUTTER BAY MEDICAL FOUNDATION

[Additional counsel listed on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE 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, a
California corporation; and DOES 12
through 50, inclusive,

Defendants.

Case No. 21CV378378

**JOINT STIPULATION TO AMEND
SETTLEMENT**

Dept.: 19
Judge: Hon. Theodore C. Zayner

Complaint Filed: March 18, 2021

1 Plaintiff Maria Wong-Mikhail (“Plaintiff”) and Defendant Sutter Bay Medical Foundation
2 (“Defendant”) submit this Joint Stipulation to Amend Settlement, as follows:

3 WHEREAS, the Court indicated it would be willing to grant preliminary approval of the
4 proposed settlement if a *cy pres* is designated to receive uncashed funds pursuant to CCP 384.

5 WHEREAS, the Parties have selected Boys and Girls Club of Silicon Valley as the
6 proposed *cy pres*;

7 WHEREAS, the Parties and their counsel have no personal or professional connection to
8 Boys and Girls Club of Silicon Valley;

9 THEREFORE, the Parties hereby stipulate that:

10 1. Paragraph 47 of the Settlement Agreement shall be amended to state,

11
12 **47. Disposition of Uncashed Checks.** All Individual Settlement Payment checks
13 and/or Individual PAGA Payment checks issued by the Settlement Administrator
14 must be cashed within one hundred eighty (180) days after issuance. After the
15 expiration of the 180-day period, the Settlement Administrator will void any
16 uncashed checks, and, subject to the Court’s approval, the total amount of any
17 uncashed settlement checks will be paid to Boys and Girls Club of Silicon Valley.
18

19 2. The Class Notice will be amended to reflect the updated *cy pres* recipient of Boys and
20 Girls Club of Silicon Valley.

21 3. The Class Notice will also be amended to add the following language regarding the
22 final approval hearing, as instructed by the Court:

23
24 Class members may appear at the final approval hearing in person or remotely
25 using the Microsoft Teams link for Department 19 (Afternoon Session), and
should review the remote appearance instructions beforehand:

26 https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml 12

27 Class members who wish to appear remotely are encouraged to contact class
28 counsel at least three days before the hearing, if possible, so that potential
technology or audibility issues can be avoided or minimized.

1 4. The Parties can be prepared for a Final Approval Hearing as early as February 2, 2026
2 and respectfully request an earlier date for the Final Approval Hearing, subject to the
3 Court's availability.

4 IT IS SO STIPULATED.

5 DATED: September 17, 2025

JAMES HAWKINS APLC

7
8 BY: /s/ Anthony Draper
ANTHONY DRAPER

9 Attorneys for Plaintiff
10 MARIA WONG-MIKHAIL

11 DATED: September 17, 2025

GBG LLP

12
13 BY: Teresa W. Ghali
TERESA W. GHALI

14 Attorneys for Defendant
15 SUTTER BAY MEDICAL FOUNDATION
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EXHIBIT 2

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406

6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 3

Matter Billing Detail

Report Date: 3/4/2026
Report Time: 12:53PM
Page: 1 of 2
User ID: Ceja

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 03/04/2026
Client: SUTTRBY03 - Maria Wong-Mikhail
Matter: SUTTERBY002 - Sutter Bay Medical Foundation -Maria Wong-Mikhail

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
02/15/2021	LRE	Legal Research	\$388.48		Unbilled				
03/18/2021	FST	First Legal Network - E-Filing, civil case cover sheet; summons; comp IN#30154513	\$1,616.25		Unbilled				
03/29/2021	FST	First Legal Network - E-Filing, First amended complaint IN#30154513	\$37.75		Unbilled				
05/19/2021	FST	First Legal Network - process, cmplt, smmns, civil case cover, civ , E-Filing, proof of service summons IN#30159758	\$323.38		Unbilled				
07/21/2021	CCL	Court Call- 07.14.21- Case Management Conference- IYF	\$94.00		Unbilled				
10/27/2021	FST	First Legal Network - E-Filing: Stip and Order IN#30175944	\$59.80		Unbilled				
05/09/2022	CCL	Court Call - 05.11.22 Case Management Conference for KC	\$94.00		Unbilled				
01/11/2023	FST	First Legal Network - E-Filing - 1/18/23 Stipulation to Request Cont IN# 30224217	\$63.55		Unbilled				
09/20/2023	LRE	Legal Research	\$475.67		Unbilled				
02/28/2024	CRT	Court Documents - Research documents, Minute Order, CM Statement	\$4.00		Unbilled				
03/06/2024	CRT	Court Documents - Research Motion, MPA, Order	\$19.00		Unbilled				
05/28/2024	FST	First Legal Network - 06.12.24 Stip to Request IN# 30283542	\$65.75		Unbilled				
09/09/2024	MED	Mediation Services IN#120324P CK#1186	\$11,000.00		Unbilled				
10/03/2024	LDS	Legal Document Server - E-Filing - Stip and Order IN# 10484468	\$35.75		Unbilled				
12/26/2024	EXA	Expert Analysis IN#241208 CK#1476	\$1,950.00		Unbilled				
01/15/2025	LDS	Legal Document Server - E-Filing - Stip and Order IN# 11083726A	\$52.25		Unbilled				
08/27/2025	LDS	Legal Document Server - EFiling - Motion Prelim Approval, Dec IN Support, Proof of Service IN# 12736228	\$97.99		Unbilled				
02/24/2026	FIL	Filing Fee - Wrap up costs	\$100.00		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total:			\$16,477.62	\$0.00					
Balance:			\$16,477.62						
Total Fees Billed-----			\$0.00						
Total Fees Unbilled : -----			\$0.00						
Total Fees Received : -----			\$0.00						
Total Soft Cost Billed : -----			\$0.00						
Total Soft Cost Unbilled : -----			\$0.00						
Total Soft Cost Received : -----			\$0.00						
Total Hard Cost Billed : -----			\$0.00						
Total Hard Cost Unbilled : -----			\$16,477.62						
Total Hard Cost Received : -----			\$0.00						
Total Taxes Billed : -----			\$0.00						
Total Taxes Unbilled : -----			\$0.00						
Total Taxes Received : -----			\$0.00						
Total Late Charges Billed : -----			\$0.00						
Total Late Charges Unbilled: -----			\$0.00						
Total Late Charges Received : -----			\$0.00						
Trust Balance: -----			\$0.00						