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

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SANTA CLARA**

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

14 Plaintiff,

15 SUTTER BAY MEDICAL FOUNDATION,
16 doing business as SUTTER HEALTH, a
California corporation; and DOES 1 through
17 50, inclusive,

18 Defendants.
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Case No. 21CV378378

ASSIGNED FOR ALL PURPOSES TO:
JUDGE: HON. THEODORE C. ZAYNER
DEPT: 19

**DECLARATION OF STACEY SHIM ON
BEHALF OF APEX CLASS ACTION, LLC, IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: March 25, 2026
Time: 1:30 p.m.

1 I, Stacey Shim, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Maria Wong-Mikhail v. Sutter Bay*
6 *Medical Foundation*, matter. On behalf of both Apex and myself, I possess the authority to issue this
7 declaration. I am personally acquainted with the information contained herein, and in the event of being
8 summoned to provide testimony, I am fully capable and willing to provide competent testimony
9 regarding these facts.

10 2. Apex Class Action’s team has been directly involved with class action administration for a
11 combined 75 years and has successfully managed numerous class action cases during that time. Our team
12 comprises experienced professionals with extensive knowledge of class action settlement administration.
13 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
14 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
15 administration process are executed accurately and efficiently.

16 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
17 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
18 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
19 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Court*
20 *Approved Notice Of Pendency Of Class Action Settlement And Final Hearing*, in English and Spanish
21 (referred to as “Class Notice”); (b) receiving and processing requests for exclusion; (c) resolving disputes
22 among Settlement Class Members regarding the number of workweeks recorded by Defendants during
23 the Class Period, as stated on their individualized Class Notice; (d) calculating individual settlement
24 award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as
25 required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable
26 tax forms; (h) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement;
27 and (i) undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court
28 for Apex to perform.

1 4. On November 19, 2025, Counsel for the Plaintiff provided Apex with the Court-approved content
2 for the Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval
3 from the Parties' Counsel prior to mailing.

4 5. On December 3, 2025, Counsel for the Defendant provided Apex with the Class Data file,
5 comprising the names, social security numbers, last known mailing addresses, and the total number of
6 relevant workweeks worked by each Settlement Class Member. The data file was successfully uploaded
7 to our database, where it underwent a thorough review to identify any duplicates or potential
8 inconsistencies. The Class Data consisted of a total of 15,931 individuals.

9 6. In preparation for the mailing process, all 15,931 names and addresses listed in the Class Data
10 underwent verification and updating against the National Change of Address (NCOA) database
11 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
12 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Class
13 Notice. The NCOA database contains records of requested address changes submitted to the USPS. If
14 an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice.
15 However, in cases where no updated address was found in the NCOA database, the original address
16 provided by Counsel for Defendants was used for the mailing of the Class Notice.

17 7. On January 9, 2026, the Class Notice was sent to all 15,931 individuals listed in the Class Data
18 using U.S First Class Mail. A copy of the mailed Class Notice is attached hereto as **Exhibit A**.

19 8. As of the date of this declaration, our office has received 564 returned Class Notices as
20 undeliverable. Apex conducted a computerized skip trace on the 564 returned Class Notices in order to
21 acquire updated addresses for the purpose of re-mailing the Class Notice. This skip trace effort resulted
22 in obtaining 491 updated addresses, to which we promptly re-mailed the Class Notices via U.S First
23 Class Mail.

24 9. As of the date of this declaration, 73 Class Notices were considered undeliverable as no updated
25 address was found despite conducting skip tracing.

26 10. As of the date of this declaration, Apex has received four (4) requests for exclusion from Joanna
27 Koch, Stacy Messing, Pui Yee Chang, and Cici Askari. The Response Deadline for submitting a request
28 for exclusion from the Settlement was February 23, 2026.

1 11. As of the date of this declaration, Apex has not received any objections to the Settlement. The
2 deadline for submitting a written objection to the Settlement was February 23, 2026.

3 12. As of the date of this declaration, Apex has not received any disputes from Class Members. The
4 deadline for submitting a dispute was February 23, 2026.

5 13. As of the date of this declaration, Apex will report 15,927 Participating Class Members,
6 constituting 99.97% of the total 15,931 Settlement Class Members.

7 14. The total number of workweeks worked by Participating Class Members during the Class Period
8 is 2,400,289. The Net Settlement Amount available to Participating Class Members is estimated to be
9 \$3,783,000.00 and was calculated by subtracting the requested attorneys' fees (\$2,000,000.00), the
10 amount requested for litigation costs and expenses (\$16,477.62), the requested Class Representative's
11 Service Award (\$10,000.00), the requested Settlement Administration Costs (\$57,000.00), and the
12 PAGA Payment (\$150,000.00) from the Gross Settlement Amount (\$6,000,000.00).

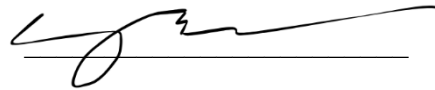
13 15. The *highest* Individual Class Payment to a Participating Class Member is currently estimated to
14 be approximately \$609.94, the *average* Individual Class Payment is currently estimated to be
15 approximately \$237.52, and the *lowest* Individual Class Payment is currently estimated to be
16 approximately \$1.58. These amounts are subject to employee-side tax and withholdings.

17 16. Pursuant to the Agreement, 25% of the PAGA Payment (\$37,500) will be allocated to Aggrieved
18 Employees regardless of whether they opt out of the class settlement. Aggrieved Employees cannot opt
19 out of the PAGA settlement. There are 13,284 Aggrieved Employees who worked a total of 786,882
20 workweeks during the PAGA Period.

21 17. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately \$5.67, the
22 *average* Individual PAGA Payment is approximately \$2.82, and the *lowest* Individual PAGA Payment
23 is approximately \$0.05.

24 18. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
25 and anticipated expenses, amount to \$57,000.00. Apex will proceed with additional tasks related to this
26 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
27 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
28 upon by the Parties or ordered by the Court for Apex to undertake.

1 I declare under penalty of perjury under the laws of the State of California and the United States
2 that the foregoing is true and correct, and that this Declaration was executed the 3rd day of March, 2026,
3 in Irvine, California.
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A handwritten signature in black ink, appearing to read 'Stacey Shim', is written over a horizontal line.

STACEY SHIM

EXHIBIT A

Wong-Mikhail v. Sutter Bay Medical Foundation
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»

Apex ID: «Apex_ID» «Tray_PC»
«First_Name» «Last_Name»
«Address_1»
«City», «State» «Zip»

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**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,

vs.

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

Defendants.

Case No. 21CV378378

**COURT APPROVED NOTICE OF PENDENCY
OF CLASS ACTION SETTLEMENT AND FINAL
HEARING**

Judge: Hon. Theodore C. Zayner

Dept: 19

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT ARISING FROM YOUR EMPLOYMENT BY
SUTTER BAY MEDICAL FOUNDATION**

A California court authorized this notice. This is not a solicitation from a lawyer.

- A settlement of a lawsuit will pay money to certain employees who have been employed by Sutter Bay Medical Foundation (“Sutter”) in hourly, non-exempt positions from March 18, 2017 through August 11, 2024.
- The Settlement resolves a lawsuit alleging various wage and hour claims brought against Sutter on behalf of persons who were employed by Sutter as non-exempt employees in California during this time period.
- The Settlement also resolves claims for penalties that have been brought on behalf of the State of California under California’s Private Attorneys General Act (“PAGA”).
- The Settlement avoids the costs and risks of continuing the lawsuits, pays money to employees, and releases Sutter from liability.
- Sutter expressly denies all of the claims in the lawsuit and denies any wrongdoing or liability. The two sides disagree on how much money – if any – could have been awarded if the employees won at trial.
- **YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.**

YOUR LEGAL RIGHTS AND OPTIONS UNDER THIS SETTLEMENT:	
Do Nothing	You need not take any action if you wish to receive your settlement payment. If the Settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator, Apex Class Action, LLC . If you move, you must notify the Settlement Administrator of your new address.
Exclude Yourself	Get no class settlement payment. Send a letter to the Settlement Administrator, as explained below, making clear you wish to exclude yourself from the Settlement. This is the only option that allows you to be part of any other lawsuit against Sutter arising from the legal claims that were settled in this case. You will, however, be bound by the Private Attorneys General Act (“PAGA”) release, and you will receive a payment for the PAGA release even if you exclude yourself.
Object	Write to the Court, as explained below, about why you believe the Settlement is unfair or objectionable.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a lawsuit alleging wage and hour claims and informs you of your legal rights under that proposed settlement (“the Settlement”). You are receiving this notice because you may be a member of the class on whose behalf the lawsuits were

brought (“the Settlement Class”).

WHAT ARE THESE LAWSUITS ABOUT?

On March 18, 2021, a former employee of Sutter, Maria Wong-Mikhail (“Plaintiff”), filed a lawsuit against Sutter in Santa Clara County Superior Court, alleging violations of the California Labor Code and the California Business and Professions Code. Her complaint alleges that members of the Settlement Class were not always properly paid for all hours worked as a result of Sutter’s pay rounding system; did not receive accurate wage statements; and several other related claims. Plaintiff later amended her complaint to seek an award of civil penalties under PAGA, based on essentially the same underlying wage and hour claims alleged in her original complaint.

In this lawsuit, Plaintiff seeks to recover allegedly unpaid wages, statutory and civil penalties, interest, and attorneys’ fees and costs, on behalf of themselves and others at Sutter who are similarly situated. Sutter denies all of the material allegations in the lawsuit and denies that it did anything wrong. The lawsuit has been submitted to the Santa Clara County Superior Court for its approval.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court has not made any ruling in favor of Plaintiff or Sutter. It also has not ruled that Plaintiff’s lawsuit may proceed as a class action. Plaintiff believes she would have prevailed on her claims at a trial. Sutter does not believe that Plaintiff would have won anything from a trial. But there was no trial. Instead, both sides agreed to a settlement. That way, they each avoid the costs, risks, and uncertainties of a trial, and the employees allegedly affected will receive compensation. Plaintiff and her attorneys believe the Settlement is fair, reasonable, and adequate.

B. Who is in the Settlement Class?

The Settlement Class consists of all current and former non-exempt employees of Sutter who have been employed at any time from March 18, 2017 through August 11, 2024 (“the Class Period”) by Sutter Bay Medical Foundation.

The settlement of Plaintiff’s PAGA penalty claims will cover all current and former non-exempt employees who have been employed in the Settlement Class at any time from January 21, 2020 through August 11, 2024 (the “PAGA Period”).

C. What has Sutter agreed to do?

Sutter will pay \$6,000,000.00 (the “Maximum Settlement Amount”) to settle this lawsuit. The following sums will be paid from the Maximum Settlement Amount: (1) Class Counsel’s attorneys’ fees, in an amount set by the Court, not to exceed 33.33% of the Maximum Settlement Amount (\$2,000,000); (2) Class Counsel’s litigation costs in an amount set by the Court not to exceed \$20,000; (3) a service award to the named Plaintiff, Maria Wong-Mikhail, in an amount set by the Court, not to exceed \$10,000, for her service as class representative in the lawsuit; and (4) an amount set by the Court, not to exceed \$57,000 to the Settlement Administrator (Apex Class Action, LLC) for settlement administration expenses. Sutter has also agreed to pay \$150,000 to resolve Plaintiff’s and the State of California’s claims for civil penalties under PAGA. Of this amount, 75% (\$112,500) will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”), and the remaining 25% (\$37,500) will be paid to all eligible Settlement Class members who have been employed during the PAGA Period, whether or not they have excluded themselves from the Class Settlement.

The portion of the Maximum Settlement Amount remaining after these payments is the Net Settlement Amount, which will be paid out to those Settlement Class Members who do not opt out of the Settlement, as explained below. Sutter will also pay the employer share of applicable payroll taxes due on the portion of the individual settlement payments designated as “wages,” which will be paid outside the Maximum Settlement Amount.

D. What are you giving up to get a payment and stay in the Class?

Subject to the Court’s approval of the Settlement, all members of the Settlement Class who do not opt out of the Settlement will release Sutter, and any of its current and former parents, corporate members, subsidiaries, divisions, and affiliated companies, and their respective officers, directors, employees, partners, shareholders, agents, insurers, successors, assigns and legal representatives (the “Released Parties”), as follows: any and all claims, rights, demands, liabilities, and causes of action of every nature and description, arising from March 18, 2017 through August 11, 2024, including statutory, contractual, or common law claims, for wages, damages, penalties, liquidated damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief – whether asserted under the California Labor Code; Business and Professions Code §§ 17200 *et seq.*; the applicable wage orders at California Code of Regulations, Title 8, § 11000 *et seq.*; or otherwise – that were or reasonably could have been alleged based on the factual allegations contained in the operative Complaint herein, as amended, and Plaintiff’s notices to the LWDA, including but not limited to any and all claims for: (a) failure to timely pay all overtime, minimum wages and/or regular wages due, arising from Sutter’s policy or practice of rounding pay, including claims of failure to pay for pre-shift, post-shift or other “off the clock” work, and including any claims alleging improper rounding of meal period times; (b) derivative claims arising from the claims listed above in subparagraph (a) alleging failure to furnish accurate itemized wage statements in accordance with Labor Code section 226, including any associated claims for penalties under Labor Code section 226(e) and failure to maintain complete and accurate payroll records; (c) derivative claims arising from the claims listed above in subparagraph (a) alleging failure to provide all wages due upon separation of employment under Labor Code sections 201-203; (d) any and all other derivative claims arising from the claims listed above in subparagraphs (a) through (c); and (e) any and all related claims for attorneys’ fees and costs.

(2) Plaintiff Wong-Mikhail, as an agent and proxy of the State of California, and all PAGA-Eligible Employees, will release Defendant and the Released Parties from any and all claims for PAGA civil penalties arising from January 21, 2020 through August 11, 2024, that were alleged or reasonably could have been alleged based on the facts contained in Plaintiff’s operative complaint, as amended, as enumerated in the preceding subparagraph (1) above and/or in any notices that Plaintiff has submitted to the LWDA in connection with this lawsuit. If you are a PAGA-Eligible Employee, this release of PAGA penalty claims will be deemed to apply to you whether or not you request to be excluded from the Class Settlement.

(3) Finally, the named Plaintiff – Maria Wong-Mikhail – will generally release all known and unknown claims she may have against Sutter, of any nature whatsoever, not limited to the wage and hour claims alleged in her lawsuit.

The Released Claims do not include a release of all other rights you may have as an employee or former employee of Sutter. The Released Claims are specifically limited to the claims set forth above.

E. How much money will I receive?

Each participating Settlement Class Member will receive an “Individual Class Payment,” which is a share of the Net Settlement Amount. The Net Settlement Amount is calculated by first deducting from the Maximum Settlement Amount the court-approved (1) attorneys’ fees and costs to Class Counsel; (2) settlement administration costs; (3) service award payment to the Plaintiff; and (4) PAGA payments to the State of California and the PAGA-eligible members of the Settlement Class.

Based on Sutter’s records, the Settlement Administrator will determine the number of workweeks worked by each Class Member in the Settlement Class. Those who do not opt out of the Settlement will receive an Individual Class Payment that amounts to a pro rata share of their allocated Net Settlement Amount, based on the number of Compensable Workweeks they worked during the Class Period in proportion to the total number of Compensable Workweeks worked by all of the eligible Settlement Class Members in the Settlement Class.

According to Sutter’s records, you were employed in the Settlement Class for [REDACTED] Compensable Workweeks between March 18, 2017 and August 11, 2024.

Also, according to Sutter’s records, you were employed for [REDACTED] workweeks during the PAGA Period (between January 21, 2020, and August 11, 2024).

Based on these numbers, your gross Settlement Payment is estimated to be \$[REDACTED]. The actual amount you receive could be more or less than this amount, depending on the final settlement terms approved by the Court.

Please be advised that the number of Compensable Workweeks listed above is presumed to be correct unless you submit documents proving otherwise. If you disagree with the number of Compensable Workweeks listed above, please submit an explanation and evidence of your proposed Compensable Workweeks to the Settlement Administrator no later than **February 23, 2026**. In the event of a dispute about the correct number of Compensable Workweeks that you worked during the Class Period, the Settlement Administrator will resolve the challenge with input from Sutter and Class Counsel, subject to final resolution by the Court if necessary.

F. Will any taxes be taken out of the settlement payments?

Twenty percent (20%) of your Individual Class Payment will be treated as back wages and reported on an IRS Form W-2 with all appropriate taxes withheld. The remaining eighty percent (80%) will be treated as interest and penalties and reported as non-wage income on an IRS Form 1099 with no payroll withholding. The PAGA payments will be treated solely as penalties and reported on an IRS Form 1099, without tax withholding. The Settlement Administrator will issue W-2 and 1099 Forms to all Settlement Class Members and PAGA-Eligible Employees who cash their checks, as required by law.

Aside from the employer portion of payroll taxes, Settlement Class Members are responsible for the appropriate payment of any federal, state, and/or local income or payroll taxes owed on the Settlement Payments they receive. The tax issues for each Settlement Class Member are unique to that Class Member. You are advised to obtain tax advice from your own tax advisor with respect to any payments resulting from this Settlement. This Notice does not constitute legal or tax advice regarding any federal, state, or local tax issue, and nothing in this Notice is intended to or should be used by any person for the purpose of avoiding any tax liability or tax penalties.

THE FINAL APPROVAL HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the “Final Approval Hearing”) on **March 25, 2026**, at **1:30 p.m.**, in Department 19 of the Santa Clara County Superior Court, located at 161 North First Street, San Jose, CA 95113. The Court will then determine: (i) whether the lawsuit should be certified as a class action for settlement purposes only; (ii) whether the Settlement should be given the Court’s final approval as fair, reasonable, adequate, and in the best interests of the Settlement Class Members; (iii) whether the Participating Settlement Class Members (those who do not opt out) should be bound by the terms of the Settlement; (iv) the amount of the attorneys’ fees and costs to be awarded to Plaintiff’s attorneys; (v) the amount that should be awarded to Plaintiff for her service as class representative; (vi) the amount that should be approved for civil penalties under PAGA; and (vii) the amount that should be approved for settlement administration costs.

At the Final Approval Hearing, the Court will hear all objections as well as arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself.

WHAT ARE YOUR OPTIONS?

• **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU WILL NEVER BE REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move your residence, you must update your address with the Settlement Administrator. If you disagree with the number of workweeks worked as indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to support your position. The Settlement Administrator’s address is **PO Box 54668, Irvine, CA 92619**.

- **OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member but you object to the proposed Settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the Settlement in writing. You may also appear at the Final Approval Hearing, either in person, telephonically, or through an attorney, provided you notify the Court of your intention to do so. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (*Wong-Mikhail v. Sutter Bay Medical Foundation*, Case No. 21CV378378); (b) be submitted to the Court either by mailing the objection to: Clerk of Court, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, or by filing in person at the same location; (c) also be mailed to the law firm identified below; and (d) be filed or post marked on or before **February 23, 2026**. However, you still may appear at the Final Approval Hearing and raise an objection to the Settlement even if you did not submit written objections within this 45-day deadline.

- **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself from (“opt out” of) the Settlement, but if you choose to do so, you will not receive any payment from the proposed Class Settlement. You also will not be bound by a judgment in this case as to the Class claims, and you will have the right to file your own lawsuit against Sutter and pursue your own claims in a separate suit, if you wish. You can opt out of the Class by mailing a written statement to the Settlement Administrator, **Apex Class Action** at the above-stated address, so that it is postmarked no later than **February 23, 2026**. The written statement should contain your name, address, telephone number, and signature, and the name of this case, *Wong-Mikhail v. Sutter Bay Medical Foundation*. Your request must also clearly state that you do not wish to be included in the Settlement, or words to that effect. It must be faxed, emailed or postmarked on or before the response deadline. If you do not exclude yourself from the Settlement in accordance with this procedure, you will be bound by the terms of the Settlement and the related judgment entered by the Court. Even if you exclude yourself as described above, you will still be bound by the PAGA release and you will receive a PAGA payment if you were employed within the PAGA Period.

NOTE REGARDING RESPONSE DEADLINES:

The 45-day deadline for you to opt out of the Settlement, object to the Settlement, or submit a challenge to the number of Compensable Workweeks being credited to you may be extended if your Notice was initially returned to the Settlement Administrator as undeliverable and, as a result, the Settlement Administrator re-mailed this Notice to you later. In such a case, you will have up to 14 calendar days from the date of the re-mailing to submit your response, even if that falls beyond the regular 45-day deadline.

CHANGE OF ADDRESS

If you move after receiving this Notice, if it was misaddressed, or if for any reason you want your Settlement Payment or future correspondence concerning this Action to be sent to a different address, you must supply your preferred address to the Settlement Administrator.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Santa Clara’s Electronic Filing and Service Website at www.sceffiling.org, or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, Rev. 9/30/24 excluding Court holidays and closures, or you may contact Class Counsel or the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT’S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.”

ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO THE SETTLEMENT ADMINISTRATOR OR COUNSEL FOR THE CLASS. CLASS COUNSEL ARE:

James R. Hawkins, Esq.
Isandra Fernandez, Esq.
Anthony L. Draper, Esq.
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Telephone: (949) 387-7200

BY ORDER OF THE SANTA CLARA COUNTY SUPERIOR COURT.

**TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
CONDADO DE SANTA CLARA**

MARIA WONG-MIKHAIL, en nombre propio y de todos
los demás en situación similar,

Demandante,

vs.

SUTTER BAY MEDICAL FOUNDATION, operando
como SUTTER HEALTH, una corporación de California;
e INCLUYENDO 1 a los 50 NN, inclusive,

Demandados.

Caso No. 21CV378378

**AVISO DE PENDENCIA APROBADO POR EL
TRIBUNAL DE ACUERDO DEMANDA
COLECTIVA Y AUDIENCIA FINAL**

Juez: Hon. Theodore C. Zayner

Dept: 19

**PUEDE TENER DERECHO A UN PAGO DEL ACUERDO QUE HA SURGIDO DE SU EMPLEO POR SUTTER BAY MEDICAL
FOUNDATION**

Un tribunal de California autorizó este aviso. Esta no es una solicitud de un abogado.

- Una conciliación de una demanda hará un pago a ciertos empleados que fueron empleados por Sutter Bay Medical Foundation (“Sutter”) en una posición de pago por hora, no exento, del 18 de marzo de 2017 al 11 de agosto de 2024.
- El Acuerdo concilia una demanda que alega varias reclamaciones salariales y por hora, presentada contra Sutter en nombre de las personas que fueron empleadas por Sutter como exentas en California durante este periodo.
- El Acuerdo también concilia reclamaciones por sanciones presentadas en nombre del Estado de California bajo la Ley de Procuradores Generales Privados (“PAGA”).
- El Acuerdo evita costos y riesgos de continuar con las demandas, compensa a los empleados y exonera a Sutter de toda responsabilidad.
- Sutter expresa que deniega todas las reclamaciones en la demanda y niega cualquier irregularidad o responsabilidad. Ambas partes difieren en cuánto dinero —si hubiera— podría ser otorgado si los empleados ganan el juicio.

- **SUS DERECHOS PUEDEN VERSE AFECTADOS, SEA ACTÚE O NO. POR FAVOR, LEA CON CUIDADO ESTE AVISO.**

SUS DERECHOS LEGALES Y OPCIONES BAJO ESTE ACUERDO:

No haga nada	No necesita realizar ninguna acción para recibir un pago del acuerdo. Si este es aprobado por el Tribunal, usted recibirá de manera automática un pago del acuerdo, a la dirección registrada con Apex Class Action , el Administrador del Acuerdo. Si cambia de domicilio, debe notificar al Administrador el cambio de dirección.
Excluirse	No reciba un pago del acuerdo. Envíe una carta al Administrador del Acuerdo, como se explica, haciendo constar claramente que desea excluirse del Acuerdo. Esta es la única opción que le permite ser parte de cualquier otra demanda contra Sutter que surja de las reclamaciones legales conciliadas en este caso. Usted, sin embargo, estará sujeto por la exoneración de la Ley de Procuradores Generales Privados (“PAGA”), y recibirá un pago de la liberación de PAGA, aún retirándose.
Objetar	Escriba al Tribunal cómo se explica por qué cree que el Acuerdo es injusto u objetable.
Asistir a la Audiencia	Puede solicitar hablar ante el Tribunal sobre la equidad del Acuerdo.

¿POR QUÉ HA RECIBIDO ESTE AVISO?

Este aviso explica un acuerdo propuesto para una demanda por reclamaciones salariales y horarias e informa sobre sus derechos legales bajo dicho acuerdo (el “Acuerdo”). Usted está recibiendo este aviso porque puede ser un miembro del colectivo, a quien, en su nombre, han sido presentadas las demandas (“el Acuerdo Colectivo”).

¿SOBRE QUÉ TRATAN ESTAS DEMANDAS?

El 18 de marzo de 2021, un ex empleado de Sutter, María Wong-Mikhail (“Demandante”), presentó una demanda contra Sutter ante el Tribunal Superior del Condado de Santa Clara, alegando violaciones del Código Laboral de California y del Código de Negocios y Profesiones. Su denuncia supone que los miembros del Acuerdo de Clase no siempre fueron pagados apropiadamente por todas las horas trabajadas como resultado del sistema de pago redondo de Sutter: no recibieron recibos de pago actualizados; y otras numerosas reclamaciones. La Demandante luego enmendó su denuncia en busca de un incentivo por sanciones civiles bajo PAGA, basado esencialmente en las mismas reclamaciones salariales y horarias subyacentes a su denuncia original.

En esta demanda, la Demandante también solicita la recuperación de supuestos salarios adeudados, sanciones estatutarias y civiles, intereses, costos y honorarios de abogados, en nombre propio y de otros en situación similar en Sutter. Sutter niega toda alegación material en la demanda y cualquier mal hecho. La demanda ha sido presentada ante el Tribunal Superior del Condado de Santa Clara para su aprobación.

RESUMEN DEL ACUERDO

A. ¿Por qué existe un Acuerdo?

El Tribunal no ha decidido a favor de la Demandante ni de Sutter. Tampoco ha determinado que la demanda de la Demandante pueda proceder como demanda colectiva. La Demandante cree que habría ganado su demanda en un juicio. Sutter no cree que la Demandante haya podido ganar en el juicio. Pero no lo ha habido. En cambio, ambas partes han acordado una conciliación. De tal manera, cada una de las partes evita costos, riesgos e incertidumbres de un juicio y los supuestos empleados afectados, recibirán una compensación. La Demandante y sus abogados consideran que un Acuerdo es justo, razonable y adecuado.

B. ¿Quiénes están incluidos en el Acuerdo Colectivo?

El Acuerdo Colectivo se conforma de todos los empleados pasados y actuales no exentos de Sutter, que han sido contratado en cualquier momento del 18 de marzo de 2017 al 11 de agosto de 2024 (“el Periodo de Clase”) por Sutter Bay Medical Foundation

El acuerdo de las reclamaciones por sanciones de PAGA de la Demandante, a todos los empleados pasados y actuales no exentos contratados en el Acuerdo Colectivo en cualquier momento del 21 de enero de 2020 al 11 de agosto de 2024 (el “Período de PAGA”).

C. ¿Qué ha conciliado Sutter?

Sutter pagará \$6,000,000.00 (el “Monto Máximo del Acuerdo”) para conciliar esta demanda. Las siguientes cantidades serán pagadas de este monto: (1) los costos de los Abogados de Clase, en una cantidad establecida por el Tribunal, que no excede del 33.33 % del Monto Máximo del Acuerdo (\$2,000,000); (2) costos de litigación de los Abogados de Clase, en una cantidad establecida por el Tribunal, que no excede los \$20,000; (3) un incentivo de servicio a la Demandante pronunciada, Maria Wong-Mikhail, en una cantidad establecida por el Tribunal, que no excede los \$10,000, por sus servicios como representante de clase en la demanda; y (4) una cantidad establecida por el Tribunal, que no excede los \$57,000 para el Administrador del Acuerdo (Apex Class Action, LLC) por gastos de administración. Sutter ha acordado pagar \$150,000 para conciliar las reclamaciones de la Demandante y del Estado de California por sanciones civiles bajo la PAGA. De esta cantidad, el 75 % (\$112,500) será pagado a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California (“LWDA”), y el 25 % sobrante (\$37,500), serán pagados a todos los miembros del Acuerdo de Clase elegibles, que han sido contratados durante el Periodo de PAGA, independientemente de no haberse o no excluido del Acuerdo Colectivo.

La parte del Monto Máximo del Acuerdo que sobra tras estos pagos corresponde al Monto Neto del Acuerdo, que será pagado a los Miembros del Acuerdo de Clase que no se retiren de él, como se explica más adelante. Sutter también pagará la parte aplicable de los impuestos de nómina correspondiente a los pagos individuales del acuerdo, designados como “salarios”, los cuales se pagarán fuera del Monto Máximo del Acuerdo.

D. ¿A qué cede si recibe un pago y permanece en la Clase?

Sujeto a aprobación del Acuerdo por parte del Tribunal, todos los miembros del Acuerdo de Clase que no se retiren de este, exonerarán a Sutter, y cualquier de sus pasados y actuales matrices, corporaciones, miembros, subsidiarios, divisiones y compañías afiliadas, y sus respectivos oficiales, directores, empleados, socios, accionistas, agentes, aseguradoras, sucesores, asignados y representantes legales (las “Partes Exoneradas”), de la siguiente manera: cualquier y todas las reclamaciones, derechos, demandas, responsabilidades y causas de acción de cada naturaleza y descripción, surgiendo del 18 de marzo de 2017 al 11 de agosto de 2024, incluyendo reclamaciones de ley estatutarias, contractuales o de ley común, por salarios, daños, sanciones, daños líquidos, intereses, costos de abogados y litigación, restitución o alivios similares – ya sea presentadas bajo el Código Laboral de California; Código de Negocios y Profesiones §§ 17200 y sig.; las ordenes de salarios aplicables del Código de Regulaciones en California, Título 8, § 11000 y sig.; o de otro modo – que fueron alegadas o que pudieron serlo, con base en las suposiciones de hechos sostenidas en la Denuncia operativa establecida, como enmendada, y los aviso a la LWDA por parte de la Demandante, incluyendo pero no limitado a todas las reclamaciones por: (a) el incumplimiento en el pago puntual de todas las horas extras, salarios mínimos y/o salarios regulares adeudados, derivado de la política o práctica de Sutter de redondear los salarios, incluidas las reclamaciones por el incumplimiento en el pago de las horas trabajadas antes y después del turno u otras horas «fuera del horario laboral», así como cualquier reclamación que alegue un redondeo inadecuado de los tiempos de descanso para comer; (b) reclamaciones derivadas de las reclamaciones enumeradas anteriormente en el subpárrafo (a) que aleguen el incumplimiento de la obligación de proporcionar nóminas detalladas y precisas de conformidad con el Código Laboral, sección 226, incluyendo reclamaciones asociadas por sanciones bajo el Código Laboral, sección 226 (e) y el incumplimiento de la obligación de mantener registros completos y precisos de las nóminas; (c) reclamaciones derivadas de las reclamaciones enumeradas anteriormente en el subpárrafo (a) en las que se alega el incumplimiento de la obligación de abonar todos los salarios adeudados tras la extinción de la relación laboral bajo el Código Laboral, secciones 201-203; (d) cualquier otra reclamación derivada de las reclamaciones enumeradas anteriormente en los subpárrafos (a) hasta (c); y (e) todas las reclamaciones por costos de abogados.

(2) La Demandante Wong-Mikhail, como agente y representante del Estado de California, y todos los Empleados Aptos de PAGA, exonerarán al Demandado y las Partes Exoneradas de todas las reclamaciones por sanciones civiles de PAGA surgiendo del 21 de enero de 2020 al 11 de agosto de 2024, que fueron alegadas o que pudieron ser, con base a los hechos sostenidos en la denuncia operativa de la Demandante, como enmendada, y enumerada en el subpárrafo (1) anteriormente y/o cualquier aviso que la Demandante haya enviado a la LWDA, en conexión con esta demanda. Si usted es un Empleado Apto de PAGA, esta exoneración de reclamaciones por sanciones de PAGA se le considerará aplicable, independientemente de que haya solicitado o no excluirse del Acuerdo Colectivo.

(3) Finalmente, la Demandante pronunciada – Maria Wong-Mikhail – exonerará de manera general de todas las reclamaciones conocidas y desconocidas que pudo haber tenido contra Sutter, de cualquier naturaleza, no limitadas a reclamaciones salariales y horarias alegadas en su demanda.

Las Reclamaciones Liberadas no incluyen la exoneración de otros derechos que pueda tener como empleado o ex empleado de Sutter. Estas están específicamente limitadas a las reclamaciones establecidas anteriormente.

E. ¿De cuánto será mi pago?

Cada Miembro del Acuerdo de Clase participante recibirá un “Pago Individual de Clase”, que constituye una parte del Monto Neto del Acuerdo. Este se calcula primero, deduciendo del Monto Máximo del Acuerdo la aprobación por el tribunal de (1) los costos de los Abogados de Clase; (2) los costos de administración del acuerdo; (3) el pago de incentivo por servicio a la Demandante; y (4) los pagos de PAGA al Estado de California y a los miembros de PAGA elegibles del Acuerdo Colectivo.

Con base en los registros de Sutter, el Administrador del Acuerdo determinará el número de semanas laborales trabajadas por cada Miembro de Clase en el Acuerdo Colectivo. Aquellos que no se excluyan del Acuerdo, recibirán un Pago Individual de Clase eso equivale a una parte prorrateada de su parte asignada del Monto Neto del Acuerdo, con base al número de Semanas laborales Remunerables que trabajaron durante el Periodo de Clase en proporción al número total de Semanas laborales Remunerables trabajadas por todas los Miembros del Acuerdo de Clase en el Acuerdo Colectivo.

Según los registros de Sutter, usted fue contratado en el Acuerdo Colectivo por [REDACTED] Semanas laborales Remunerables entre el 18 de marzo de 2017 al 11 de agosto de 2024.

También, según los registros de Sutter, usted fue contratado por [REDACTED] semanas laborales durante el Período de PAGA (entre el 21 de enero de 2020 y 11 de agosto de 2024).

Con base en estos números, su Pago del Acuerdo total se estima en \$ [REDACTED]. La cantidad que recibirá actualmente puede variar según los términos del acuerdo final aprobado por el Tribunal.

Tome en cuenta que el número de Semanas laborales Remunerables mencionadas anteriormente se presumen como correctas a menos que envíe documentación que compruebe lo contrario. Si no está de acuerdo con el número de Semanas laborales Remunerables mencionadas, por favor envíe una explicación y evidencia de sus Semanas laborales Remunerables propuestas, al Administrador del Acuerdo a más tardar el **23 de febrero de 2026**. En situación de impugnación sobre el número correcto de Semanas laborales que usted ha trabajado durante el Período de Clase, el Administrador de Acuerdo resolverá la impugnación con la información de Sutter y los Abogados de Clase, sujeto a resolución final del Tribunal, si fuera necesario.

F. ¿Se deducirán impuestos de los pagos del acuerdo?

El veinte por ciento (20 %) de su Pago Individual de Clase se considerará salario adeudado y se reportará en un Formulario W-2 del IRS, con todos los impuestos de retención correspondientes. El ochenta por ciento (80 %) restante, será tratado como interés y sanciones; y, será reportado como ingreso no salarial en un Formulario 1099 del IRS sin deducciones nominales. Los pagos de PAGA se tratarán únicamente como sanciones y se reportarán en un Formulario 1099 del IRS si hay retenciones fiscales. El Administrador del Acuerdo emitirá los Formularios W-2 y 1099 a todos los Miembros del Acuerdo de Clase y Empleados Aptos de PAGA que cobren sus cheques, como es requerido por ley.

Aparte de la parte fiscal de nómina del empleador, los Miembros del Acuerdo de Clase son responsables del pago adecuado de cualquier ingreso federal, estatal y/o local, así como de los impuestos de nómina adeudados, en los Pagos del Acuerdo que reciban. Las cuestiones fiscales para cada miembro de clase son diferentes para cada uno. Se le sugiere consultar al consejo fiscal de su propio consejero respecto de cualquier pago derivado de este Acuerdo. Este Aviso no constituye consejo fiscal o legal sobre ninguna cuestión fiscal federal, estatal o local, y nada en este Aviso intenta ni debe ser usado por ninguna persona con el propósito de evitar cualquier responsabilidad o sanción fiscal.

AUDIENCIA DE APROBACIÓN FINAL

El Tribunal tendrá una audiencia de equidad final sobre el acuerdo propuesto (la “Audiencia de Aprobación Final”) el **25 de marzo de 2026**, a la **1:30 p.m.**, en el Departamento 19 del Tribunal Superior del Condado de Santa Clara, ubicado en 161 North First Street, San José, CA 95113. El Tribunal determinará: (i) si la demanda debe ser certificada como demanda colectiva para propósitos de conciliación solamente; (ii) si el Acuerdo debe obtener otorgación final del Tribunal como justo, razonable, adecuado y en el mejor interés de los Miembros del Acuerdo de Clase; (iii) si los Miembros del Acuerdo de Clase Participante (aquellos que no se retiren) deben sujetarse a los términos del Acuerdo; (iv) la cantidad de los costos de los abogados que debe otorgarse a los abogados de la Demandante; (v) la cantidad que debe otorgarse a la Demandante por su servicio como representante de la clase; (vi) la cantidad que debe aprobarse para las sanciones civiles bajo PAGA; y (vii) la cantidad que debe aprobarse por costos de administración del acuerdo.

En la Audiencia de Aprobación Final, el Tribunal escuchará todas las objeciones, así como los argumentos por y contra el Acuerdo propuesto. Usted tiene derecho a asistir a esta audiencia, pero no es necesario. También tiene derecho a contratar su propio abogado para que le represente, o a presentar una comparecencia y representarla en su nombre.

SUS OPCIONES DISPONIBLES

• OPCIÓN 1 – NO HAGA NADA Y PARTICIPE DEL ACUERDO

SI NO REALIZA NINGUNA ACCIÓN EN RESPUESTA A ESTE AVISO, RECIBIRÁ AUTOMÁTICAMENTE UNA PARTE DEL ACUERDO SI FUERE APROBADO POR EL TRIBUNAL. NUNCA SE LE SOLICITARÁ QUE ASISTA AL TRIBUNAL NI QUE PAGUE A LOS ABOGADOS EN ESTE CASO. Si cambia de domicilio, debe actualizarla ante el Administrador del Acuerdo. Si está en desacuerdo sobre el número de semanas laborales trabajadas, como se indica en la sección E, debe enviar una explicación y/o documentación al Administrador del Acuerdo para respaldar su posición. La dirección del Administrador del Acuerdo es: **PO Box 54668, Irvine, CA 92619.**

• OPCIÓN 2 – OBJETAR AL ACUERDO

Si desea permanecer como Miembro del Acuerdo de Clase, pero objeta al Acuerdo propuesto (o a cualquiera de sus términos), y desea que el Tribunal considere su objeción en la Audiencia de Aprobación Final, puede hacerlo por escrito. También puede comparecer en persona, por

teléfono o a través de un abogado, siempre que notifique al Tribunal su intención de hacerlo. Todas las objeciones escritas, documentos de prueba, y/o avisos de intento de comparecencia en dicha audiencia deben (a) identificar claramente el nombre y número de caso (Wong-Mikhail v. Sutter Bay Medical Foundation, Caso No. 21CV378378); (b) enviarse al Tribunal por correo postal a: secretario judicial, Tribunal Superior de California, Condado de Santa Clara, 191 N. 1st Street, San José, California 95113, o presentarla en persona en la misma dirección; (c) también puede enviarse a la dirección de la firma legal identificada más adelante; y (d) ser presentada o con sello postal antes del **23 de febrero de 2026**. Sin embargo, puede comparecer en la Audiencia de Aprobación Final y plantear una objeción al Acuerdo, aun si no envió una objeción por escrito dentro del plazo de 45 días.

- **OPCIÓN 3 – EXCLUIRSE DEL ACUERDO**

Tiene derecho a excluirse (“retirarse”) del Acuerdo, pero si decide hacerlo, no recibirá ningún pago del Acuerdo Colectivo propuesto. También usted no estará sujeto a sentencia en este caso de reclamaciones de clase y tendrá derecho a presentar su propia demanda contra Sutter y a desarrollar sus propias reclamaciones en una demanda por separado, si así lo desea. Puede retirarse de la Clase al enviar un enunciado por escrito, con sello postal, por correo postal, al Administrador del Acuerdo, Apex Class Action, a la dirección mencionada anteriormente, a más tardar el **23 de febrero de 2026** o antes. El enunciado escrito debe contener su nombre, dirección, teléfono y firma, así como el nombre de este caso, *Wong-Mikhail v. Sutter Bay Medical Foundation*. Su solicitud debe mencionar claramente que no desea incluirse en el Acuerdo, o bien palabras similares. Debe enviarse por fax, correo electrónico o con sello postal a más tardar antes de la fecha límite de respuesta. Si no se retira del Acuerdo conforme a este proceso, estará sujeto a los términos del Acuerdo y a la sentencia emitida por el Tribunal. Aun si se excluye como se describe anteriormente, usted siempre seguirá sujeto a la exoneración de PAGA y recibirá un pago de PAGA si fue contratado durante el periodo de PAGA.

NOTA SOBRE FECHAS LÍMITE DE RESPUESTA:

El límite de los 45 días para retirarse del Acuerdo, objetar al Acuerdo, o enviar una impugnación al número de Semanas laborales Remunerables que se le han acreditado, puede extenderse si su Aviso fue regresado inicialmente al Administrador del Acuerdo como imposible de entregar y, como resultado, el Administrador del Acuerdo le reenvíe este Aviso. En tal caso, usted tendrá hasta 14 días calendario desde la fecha de reenvío para enviar su respuesta, incluso si ello excede el plazo habitual de 45 días.

CAMBIO DE DIRECCIÓN

Si cambia de domicilio después de recibir este Aviso, si se envió a una dirección incorrecta, o por alguna razón su Pago del Acuerdo o correspondencia futura sobre este Aviso se envía a una dirección diferente, debe proporcionar su dirección de preferencia al Administrador del Acuerdo.

MÁS DETALLES SOBRE EL ACUERDO

Lo anterior es un resumen de los términos básicos del Acuerdo. Para los términos precisos y condiciones del Acuerdo, puede remitirse a la información detallada del Acuerdo de Conciliación, el cual está registrado ante el secretario judicial. Los alegatos y otros escritos en esta litigación, incluyendo el Acuerdo de Conciliación, puede revisarse (a) en línea en el sitio web del Tribunal Superior de California, Registro y Servicio Electrónico del Condado de Santa Clara en www.scefilng.org, o (b) en persona, en Registros, Tribunal Superior de California, Condado de Santa Clara, en 191 N. 1st Street, San José, California 95113; entre las 8:30 a.m. y 4:00 p.m., lunes a viernes, Rev., 30/9/24; excepto por días de asueto del Tribunal y cierres, o puede contactar a los Abogados de Clase o al Administrador del Acuerdo.

POR FAVOR, NO LLAME AL TRIBUNAL NI A LOS ABOGADOS DEFENSORES PARA INFORMACIÓN SOBRE ESTE ACUERDO O EL PROCESO DE RECLAMACIÓN.

TODAS LAS DUDAS SOBRE ESTA LITIGACIÓN, DEBEN REALIZARSE AL ADMINISTRADOR DEL ACUERDO O A LOS ABOGADOS DE CLASE, LOS ABOGADOS DE CLASE SON:

James R. Hawkins.
Isandra Fernández.
Anthony L. Draper.
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Teléfono: (949) 387-7200

POR ORDEN DEL TRIBUNAL SUPERIOR DEL CONDADO DE SANTA CLARA.