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County of Santa Clara
24CV430462
By: afloresca

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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

SHAROLIN SARKIS and ANA CABRERA, on
behalf of themselves and all others similarly
situated,

CASE NO.: 24CV430462

Assigned to the Hon. Theodore C. Zayner

Plaintiffs,

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND FINAL
JUDGMENT**

v.

MILTENYI BIOTEC, INC., a California
Corporation; and DOES 1-50, inclusive.

HEARING INFO

Defendants.

Date: July 29, 2026
Time: 2:30 p.m.
Dept.: 19

Complaint Filed: February 5, 2024
FAC Filed: December 12, 2024

1 This matter having come for hearing regarding the unopposed Motion for Final Approval of
2 Class Action Settlement on the terms set forth in the Class Action and PAGA Settlement Agreement
3 (the “Settlement”). In conformity with California Rules of Court, rule 3.769, with due and adequate
4 notice having been given to Class Members (as defined in the Settlement), and having considered the
5 Settlement, all of the legal authorities and documents submitted in support thereof, all papers filed
6 and proceedings had herein, all oral and written comments received regarding the Settlement, and
7 having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final
8 approval of the Settlement and orders and makes the following findings and determinations and enters
9 final judgment as follows:

10 1. All terms used in this order shall have the same meaning as those terms are used and/or
11 defined in the parties’ Settlement Agreement and Plaintiff’s Motion for Order Granting Final
12 Approval of Class Action Settlement. A copy of the Settlement is attached to the Declaration of
13 Mehrdad Bokhour in Support of Plaintiff’s Motion for Final Approval of Class Action and is made a
14 part of this order.

15 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
16 jurisdiction to approve this Settlement, and all exhibits thereto.

17 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
18 Settlement, consisting of all persons who are or were previously employed by Defendant Miltenyi
19 Biotec, Inc. (“Defendant”) in California and classified as non-exempt employees during the period
20 from February 5, 2020 through August 12, 2025. The Aggrieved Employees consist of all persons
21 who are or were previously employed by Defendant in California and classified as non-exempt or
22 hourly employees at any time from February 5, 2023 through August 12, 2025. The Court deems this
23 definition sufficient for the purpose of Rule 3.765(a) of the California Rules of Court.

24 4. The Court finds that the Settlement Class consisted of 230 Class Members, of whom
25 229 are Participating Class Members after one timely request for exclusion and a well-defined
26 community of interest exists on the questions of law and fact involved because in the context of the
27 Settlement: **(i)** all related matters, predominate over any individual questions; **(ii)** the claims of the
28 Plaintiff is typical of claims of the Class Members; and **(iii)** in negotiating, entering into and

1 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and
2 protected the interest of the Class Members.

3 5. The Court is satisfied that Phoenix Settlement Administrators, which was appointed
4 as the Settlement Administrator, completed the distribution of the Class Notice in a manner that
5 complies with California Rule of Court 3.766. The Class Notice, provided in English and Spanish,
6 informed all Class Members of the Settlement terms, their rights to receive their settlement share,
7 their right to submit a request for exclusion, their right to comment on or object to the Settlement,
8 and their right to appear at the Final Approval and Fairness Hearing and be heard regarding approval
9 of the Settlement. A sufficient response period was provided. No Class Members filed written
10 objections or submitted notices of intent to appear, and one Class Member, Anthony Vanni, timely
11 requested exclusion from the Settlement.

12 6. The Court hereby approves the terms set forth in the Settlement Agreement and finds
13 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent, and
14 compliant with all applicable requirements of the California Code of Civil Procedure, the California
15 and United States Constitutions, including the Due Process clauses, the California Rules of Court,
16 and any other applicable law, and in the best interests of each of the Parties and Class Members.

17 7. The Court directs the Parties to effectuate the Settlement Agreement according to its
18 terms and declares the Settlement Agreement to be binding on all 229 Participating Class Members.

19 8. The Court finds that the Settlement Agreement has been reached as a result of
20 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
21 conducted extensive investigation and research, and their attorneys were able to reasonably evaluate
22 their respective positions.

23 9. The Court separately and expressly approves the PAGA portion of the Settlement
24 pursuant to Labor Code section 2699(l). The Court finds that the PAGA settlement is fair, adequate,
25 and reasonable in light of the purposes and policies of the Private Attorneys General Act. The Court
26 further finds that the allocation of \$100,000 in PAGA penalties, with 75 percent (\$75,000) payable
27 to the California Labor and Workforce Development Agency and 25 percent (\$25,000) payable to the
28 Aggrieved Employees, is appropriate and consistent with the statute. The Court further finds that

1 Plaintiff has complied with all notice and submission requirements under Labor Code section
2 2699(1)(2), and that the State of California has not objected to the PAGA settlement.

3 10. The Court also finds that the Settlement will now avoid additional and potentially
4 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
5 case. Additionally, after considering the monetary recovery provided as part of the Settlement in
6 light of the challenges posed by continued litigation, the Court concludes that Class Counsel secured
7 significant relief for Class Members.

8 11. The Settlement Agreement is not an admission by Defendant, nor is this order a
9 finding of the validity of any allegations or any wrongdoing by Defendant.

10 12. The Court appoints Plaintiffs Sharolin Sarkis and Ana Cabrera as Class
11 Representatives and finds them to be adequate.

12 13. The Court appoints Joshua Falakassa of Falakassa Law, P.C. and Mehrdad Bokhour
13 of Bokhour Law Group, P.C. as Class Counsel and finds each of them to be adequate, experienced,
14 and well-versed in class action litigation.

15 14. The terms of the Settlement Agreement, including the Gross Settlement Amount of
16 \$2,100,000 and the individual settlement shares, are fair, adequate, and reasonable to the Class and
17 each Class Member, and the Court grants final approval of the Settlement set forth in the Settlement
18 Agreement, subject to this Order.

19 15. The Court approves the following allocations, which fall within the ranges stipulated
20 by and through the Settlement Agreement:

21 A. The Court awards \$6,000 to the Settlement Administrator and finds this
22 amount to be fair and reasonable. The Court grants final approval and orders
23 the Settlement Administrator to pay this amount in accordance with the
24 Agreement.

25 B. The Court awards \$700,000 to Class Counsel as attorneys' fees and finds this
26 amount to be fair and reasonable in light of the benefit obtained for the Class.
27 The Court grants final approval of, awards, and orders that the Class Counsel
28 fees be paid in accordance with the Settlement Agreement.

1 C. The Court awards \$40,000 to Class Counsel in reimbursement of litigation
2 costs, an amount the Court finds to be reasonable. The Court grants final
3 approval of and orders the Class Counsel litigation expenses payment in this
4 amount to be made in accordance with the Settlement Agreement.

5 D. The Court awards \$10,000 to each Class Representative as requested by
6 Plaintiffs and finds each award to be fair and reasonable. The Court grants
7 final approval of and orders that the class representative's payment be made
8 in accordance with the Settlement Agreement.

9 E. The Court approves the \$100,000 allocation for penalties under the Labor
10 Code Private Attorneys General Act of 2004 and orders 75 percent (\$75,000)
11 to be paid to the California Labor and Workforce Development Agency and
12 25 percent (\$25,000) to be paid to the PAGA Employees, in accordance with
13 the Settlement Agreement.

14 16. The Court orders the Parties to comply with and carry out all terms and provisions of
15 the Settlement, to the extent that the terms thereunder do not contradict this Order, in which case the
16 provisions of this Order shall take precedence and supersede the Settlement.

17 17. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's
18 rights to continue to oppose the merits of the claims in this Action or class treatment of these claims
19 in this case if the Settlement fails to become final or effective, or in any other case without limitation.

20 18. The Settlement shall bind all 229 Participating Class Members, and this Order,
21 including the release of claims set forth in the Settlement Agreement, is final and binding as to them.

22 19. The Parties shall bear their own respective attorneys' fees and costs except as
23 otherwise provided in this Order and the Settlement Agreement.

24 20. All checks mailed to the Class Members must be cashed within one hundred and eighty
25 (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the
26 Settlement Administrator will transfer the unclaimed funds to the cy pres recipient, Interdisciplinary
27 Center for Healthy Workplaces at the University of California, Berkeley.

28 21. Within 10 days of this order, the Settlement Administrator shall give notice of

1 judgment to Settlement Class Members pursuant to California Rules of Court, Rule 3.771(b), by
2 posting a copy of this Order and Final Judgment on the Settlement Administrator's settlement website
3 for this matter.

4 22. The Court retains continuing and exclusive jurisdiction over the Parties, the Action,
5 and the Settlement pursuant to California Rules of Court, rule 3.769(h), for the limited purposes of:
6 (a) enforcing the terms of the Settlement Agreement and this Judgment; (b) supervising settlement
7 administration and distribution; and (c) addressing such post judgment matters as may be appropriate
8 under applicable law.

9 23. This Judgment finally resolves all claims released by the Settlement Agreement and
10 is intended to be a final, appealable judgment.

11 24. The Court sets a Distribution Compliance Hearing for March 24, 2027, at 2:30 p.m.
12 in Department 5. At least 15 calendar days prior to the hearing, Class Counsel shall file a declaration
13 regarding the status of the distribution of the settlement funds.

14 25. This final judgment is intended to be a final disposition of the above-captioned action
15 in its entirety and is intended to be immediately appealable. This final judgment resolves and
16 extinguishes all claims released by the Settlement Agreement against Defendant and the Released
17 Parties as set forth in the Agreement.

18 **JUDGMENT IS ENTERED ACCORDINGLY. IT IS SO ORDERED.**

19
20 DATED: July 31 , 2026



HONORABLE THEODORE C. ZAYNER