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SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

MAYBELYN UGALE on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

STANFORD HEALTH CARE, a California
corporation; THE HOSPITAL COMMITTEE
for the LIVERMORE-PLEASANTON
AREAS d/b/a STANFORD HEALTH CARE-
VALLEYCARE, a California corporation and
DOES 1 through 50, inclusive,

Defendants.

Case No. RG21092943

Consolidated with Case No. 23CV040727 (Lead Case
RG21092943)

ASSIGNED FOR ALL PURPOSES TO:

Judge: Hon. Patrick McKinney

Dept.: 18

CLASS ACTION

Amenoz

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT AND FINAL JUDGMENT**

Reservation No. A-21092943-002

Date: May 6, 2026

Time: 1:30 p.m.

Dept.: 18

[PPSD] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT & JUDGMENT

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 A Motion for Final Approval of Class Action and PAGA Settlement (“Motion”) in the above
3 referenced case came before this Court on May 6, 2026, at 1:30 p.m., in Department 18 before the
4 Honorable Patrick McKinney, presiding. The Motion seeks final approval of a settlement resolving
5 the consolidated cases of *Ugale v. Stanford Health Care, et al.*, Alameda County Superior Court, Case
6 No. RG21092943 (“*Ugale Lawsuit*”), and *Swoopes v. Stanford Health Care Tri-Valley*, Alameda
7 County Superior Court, Case No. 23CV040727 (“*Swoopes Lawsuit*”) (the *Ugale Lawsuit* and the
8 *Swoopes Lawsuit* sometimes collectively referred to as the “Actions”).

9 The *Ugale Lawsuit* was filed on March 19, 2021. The *Swoopes Lawsuit* was filed on August
10 15, 2023. The Court ordered the Actions be consolidated for pretrial purposes on December 3, 2024,
11 requiring all new filings be filed in the earlier filed *Ugale Lawsuit*. Through their respective operative
12 complaints filed in the Actions, Plaintiff Maybelyn Ugale (“Ugale”) and Plaintiff Brittny Swoopes
13 (“Swoopes”) (Ugale and Swoopes sometimes collectively referred to as “Plaintiffs”) allege that The
14 Hospital Committee for the Livermore-Pleasanton Areas d/b/a Stanford Health Care Valley Care, and
15 Stanford Health Care Tri-Valley¹ (“Defendant”) (Defendant and Plaintiffs sometimes collectively
16 referred to as the “Parties”) violated California law by (1) failing to pay lawful wages; (2) failing to
17 pay overtime; (3) failing to pay minimum wages; (4) failing to provide lawful meal periods or
18 compensation in lieu thereof; (5) failing to provide lawful rest periods or compensation in lieu thereof;
19 (6) failing to timely pay wages; (7) the knowing and intentional failure to provide accurate itemized
20 wage statements; (8) failing to pay final wages; (9) failing to pay reimbursements for expenses; (10)
21 failing to maintain accurate records; (11) failing to provide paid sick leave; (12) violating California
22 Labor Code sections 558 & 558.1; and (13) engaging in unfair competition. In the Actions, Plaintiffs
23 have also alleged Defendant is liable for civil penalties under the Private Attorney’s General Act
24 (“PAGA”) based on these violations. Plaintiffs sought attorneys’ fees and costs as part of the Actions.
25 Defendant has denied and continues to deny all of Plaintiffs’ claims and denied that this case was
26

27 ¹ Stanford Health Care Tri-Valley is formerly known as, and was sued under, The Hospital Committee for the Livermore-
28 Pleasanton Areas d/b/a Stanford Health Care-ValleyCare. As such, Stanford Health Care Tri-Valley is the only entity defendant
named still existing, though the Agreement releases and resolves claims brought against each of the defendants named in the
Actions.

1 appropriate for class treatment other than for settlement purposes. The Agreement was preliminarily
2 approved by this Court on December 10, 2025, with a formal Order entered to that effect on January
3 26, 2026.

4 Through the Agreement, the Parties have agreed to settle the class and PAGA claims.
5 Defendant will provide monetary consideration in exchange for a release of claims consistent with the
6 terms of the proposed settlement as set forth in the Class Action and PAGA Settlement Agreement
7 (“Agreement”). Any capitalized terms herein shall have the same meaning as set forth in the
8 Agreement. The Court, having received and considered Plaintiffs’ Motion for Final Approval of Class
9 Action and PAGA Settlement, the declarations in support, the Agreement, and other evidence,
10 HEREBY ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:

11 **I. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS**
12 **REPRESENTATIVES; APPOINTMENT OF CLASS COUNSEL**

13 The Court finds that certification of the following class for settlement purposes only is
14 appropriate under the California Code of Civil Procedure and related case law:

15 All persons who are or were employed by The Hospital Committee for the
16 Livermore-Pleasanton Areas d/b/a Stanford Health Care-ValleyCare,
17 and/or Stanford Health Care Tri-Valley in the state of California as hourly,
22, 2024

18 The Court recognizes that the foregoing definition is for Class Member identification purposes
19 only and is not intended to capture the claims at issue or limit or alter the released claims under the
20 Agreement. A Participating Class Member shall not include the four (4) individuals who timely opted
21 out of the class settlement: Ann White, Marielena Paniagua, Sahar Masjouni, and Paula Flessatti. These
22 individuals shall not be bound by the Agreement or any of the releases or obligations therein except for
23 the releases and covenants regarding to the PAGA as there is no ability to opt out of a PAGA
24 settlement.

25 For settlement purposes only, the Court finds that Class Members meet the ascertainability and
26 numerosity requirements since the parties can identify with a matter of certainty, based on payroll
27 records, individuals who fall within the definition and the number of Class Members would make
28 joinder impractical. The commonality and predominance requirements are met for settlement purposes

1 since there are questions of law and fact common to Class Members. The common questions of law or
2 fact in this case all stem from Plaintiffs' contentions that Defendants caused the violations outlined
3 above by (1) requiring Class Members to work off-the-clock, including during their meal periods,
4 without compensation; (2) failing to provide compliant meal and rest periods due to required travel time
5 to break areas, time spent waiting to clock in and out for breaks, required use of communication devices
6 during breaks, and excessive work demands while being understaffed; (3) failing to pay reimbursement
7 for personal cell phone use related to reviewing time records and work schedules; and (4) failing to
8 properly calculate premiums wages such as overtime, meal and rest period premiums, and sick leave
9 wages. The PAGA, waiting time penalty, wage statement violation, untimely wage payment, inadequate
10 records, and unfair competition claims also derive from these violations. Additionally, Class Members
11 seek the same remedies under state law. The typicality requirement for settlement purposes is also
12 satisfied since the claims of the Class Representatives are based on the same facts and legal theories as
13 those applicable to the Class Members.

14 The Court also finds that certifying the settlement class is required to avoid each Class Member
15 from litigating similar claims individually. This Settlement will achieve economies of scale for Class
16 Members with relatively small individual claims and conserve the resources of the judicial system.

17 The Court finds that Plaintiffs, James R. Hawkins, Isandra Y. Fernandez, and Lance Dacre from
18 James Hawkins APLC, and Galen T. Shimoda, Justin P. Rodriguez, and Renald Konini from Shimoda &
19 Rodriguez Law, PC to be adequate representatives of the settlement class. The Court appoints them as
20 Class Representatives and Class Counsel, respectively.

21 **II. APPROVING CLASS ACTION AND PAGA SETTLEMENT**

22 The Court has again reviewed the preliminarily approved Agreement, which was submitted with
23 Plaintiffs' Motion as Exhibit A to the Declaration of Justin P. Rodriguez. The Court finds that final
24 approval is warranted as the Agreement falls within the range of reasonableness and is fair, reasonable,
25 and adequate for the Class. The Court finds the Agreement was entered into only after extensive
26 investigation, litigation, and arms-length negotiations by counsel experienced in complex litigation, who
27 took reasonable steps and measures to weigh the potential value of the disputed claims against the risks
28 of continued litigation. Class Members were able to object to the Agreement and its terms through the

1 administration process and at a fairness hearing or opt-out of being bound by the preliminarily approved
2 Agreement.

3 No objections were made by Class Members and only four (4) Class Members opted out of the
4 settlement. Because the Court finds the Parties' settlement to have been agreed upon only after an
5 extensive investigation and arms-length negotiations, and in an attempt to avoid further delays and costs,
6 the Court gives final approval to the Agreement and all terms therein as if stated here in full, including
7 the \$3,500,000 Gross Settlement Amount.

8 The Court approves the \$150,000 payment for PAGA Penalties, which shall be paid from the
9 Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the alleged PAGA
10 claims. Seventy-Five percent (75%) of the PAGA Penalties will be paid to the Labor and Workforce
11 Development Agency ("LWDA") and Twenty-Five percent (25%) will be paid to PAGA Group
12 Members on a pro rata basis as described in the Agreement. The Court also finds that based on the facts
13 of this case and the disputed issues, the Agreement provides a recovery that creates an effective,
14 substantial deterrent to any potential future non-compliance, furthering the purpose of the Labor Code
15 and LWDA.

16 The Court approves of the identified *cy pres* beneficiary and distribution plan wherein any
17 checks issued to Participating Class Members and/or PAGA Group Members that are not cashed by the
18 deadline to do so shall be donated to Legal Aid At Work. *See In re Microsoft I-V Cases*, 135
19 Cal.App.4th 706, 718 (2006). No portion of the Gross Settlement Amount will revert to Defendant for
20 any reason.

21 The Released Class Claims for Class Members who do not opt out of being bound by the
22 Agreement (*i.e.* Participating Class Members), the Released PAGA Claims, and the Class
23 Representatives' Released Claims are also approved by the Court as set forth in the Agreement.

24 Class Counsel sought an award of attorneys' fees in the amount of \$1,166,667 (1/3 of the Gross
25 Settlement Amount), reimbursement for litigation expenses in the amount of \$31,866.77, a Class
26 Representative Service Payment of \$10,000 each to Plaintiffs, and an Administration Expenses Payment
27 in the amount of \$19,950. Defendant does not oppose these requests. The Class Notice included
28 information regarding these amounts and that they would be requested in connection with final approval

1 of the Agreement. Class Members have been given the opportunity to object to these amounts and no
2 objections have been submitted in any respect whatsoever. The Court has reviewed the evidence
3 submitted by Class Counsel regarding their hourly rates and the amount of time expended in the
4 litigation for the benefit of Class Members. The Court has also reviewed the itemized costs submitted
5 by Class Counsel, the information provided by the Class Representatives regarding the efforts and
6 burdens undertaken for the benefit of the Class, and the cost information provided by the Administrator
7 in its declaration.

8 The Court exercises its discretion to approve a \$9,000.00 service award for each representative
9 plaintiff. Plaintiffs undoubtedly provided a service to class members and to the state, but there is no
10 indication that either was deposed or otherwise undertook unique effort or risk. The Court awards more
11 than its \$7,500.00 benchmark in light of the length of litigation and result achieved.

12 The Court also exercises its discretion to approve an attorney's fees award of 30%, rather than
13 one-third, of the Gross Settlement Amount. (*See Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th
14 480, 495 [citing Ninth Circuit approval of 25% and Eleventh Circuit approval of 20–30% range]; *see*
15 *also Schulz v. Jeppesen Sanderson, Inc.* (2018) 27 Cal.App.5th 1167, 1175 [“Although the trial court
16 would be acting within its discretion to award less than 31 percent, we note that 31 percent is not out of
17 line with awards in class actions, which, like this case, involve attorney fees to be paid by a protected
18 class and that require court approval.”].) A “court approving a settlement that includes a negotiated fee
19 [] is required to decide if the fee negotiated by the parties closely approximates the value of the
20 attorneys’ work.” (*Robbins v. Alibrandi*, 127 Cal.App.4th 438, 452.) Plaintiffs filed suit represented by
21 different firms. (Rodriguez Decl., ¶¶ 5, 6; Dacre, ¶ 25.) Once aware of each other, Plaintiffs’ counsel
22 entered into a Joint Prosecution Agreement. The two firms billed approximately 800 hours to the case
23 combined. Applying a reasonable blended billing rate of \$600.00, the Court calculates a lodestar of
24 \$480,600.00. The requested fee award would represent about a 2.4 multiplier. This case was litigated
25 over a period of five years. The parties settled, however, before dispositive motions or trial. There is no
26 indication that depositions were taken, and Plaintiffs have not identified unusual risks or circumstances.
27 The Court is not persuaded that an award of more than 30%, or \$1,050,000.00, is warranted on this
28 record. The 30% award is still more than double the lodestar.

1 The Court finds that the amounts requested for attorneys' costs the Administrator Expenses
2 Payment are fair and reasonable, awarded as requested, and are to be deducted from the Gross
3 Settlement Amount. This finding is further supported by the lack of objections by Class Members to
4 these amounts. The difference between the amounts allocated for such payments in the Agreement and
5 the actual amounts awarded herein shall be added to the Net Settlement Amount pursuant to the terms of
6 the Agreement. Ten percent of the attorney's fee award must be held by the Administrator until
7 completion of the distribution process and Court approval of a final accounting.

8 **III. APPROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR**
9 **DISTRIBUTING THE NOTICE OF SETTLEMENT**

10 The Court finds that the Class Notice, attached as Exhibit A to the Declaration of Nathalie
11 Hernandez, fairly and adequately advised Class Members of the terms of the Agreement, the rights
12 being waived, their right to opt out, the ability to dispute the number of weeks worked during the Class
13 Period, their pro rata share of the Net Settlement Amount, how to participate in the settlement, how to
14 submit opposition to the settlement, and when to appear at the fairness hearing. The Court further finds
15 that the Class Notice and the notification procedures, as outlined in the Declaration of Nathalie
16 Hernancez, comported with all constitutional requirements, including those of due process.

17 **IV. IMPLEMENTATION SCHEDULE**

18 Accordingly, with good cause shown, the Court hereby approves and orders that the following
19 implementation schedule be adhered to:

20 21 22 23 24 25 26 27 28	Last day for Administrator to calculate the final Net Settlement Amount, Individual Class Payments and/or Individual PAGA Payments to Participating Class Members and/or PAGA Group Members, any applicable taxes thereon, including employer-side payroll taxes, and report the results of these calculations to Class Counsel and Defendant's Counsel	Within 7 calendar days after the Effective Date
	Last day for Defendant to fund settlement	Within 30 calendar days after the Effective Date

1 2 3 4 5	Last day for Administrator to deliver amounts approved by the Court for the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, the LWDA PAGA Payment, Individual Class Payments, and Individual PAGA Payments	Within 14 calendar days after Defendant has funded the settlement
6 7	Last day for Participating Class Members and PAGA Group Members to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and PAGA Group Members
8 9	Last day for Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline
10 11	Last day for Administrator to deliver remaining 10% of the Class Counsel Fees Payment	Within 7 calendar days after completion of the distribution process and Court approval of a final accounting
12 13 14 15	Last day for Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiary	Within 7 calendar days after completion of the distribution process and Court approval of a final accounting

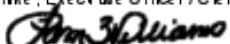
16 IT IS FURTHER ORDERED that this final approval order is effective as a judgment with each
17 party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to
18 the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved
19 Agreement pursuant to California Civil Procedure Code section 664.6.

20 The Court sets a final accounting and compliance hearing for ~~January 27~~ ^{March 17}, 2027, at 1:30 p.m. in
21 Department 18. At least 5 court days prior to the hearing, Class Counsel shall file a final report and
22 declaration regarding distribution. Unclaimed funds should not be distributed to the designated recipient
23 until the court approves the accounting. Appearances may not be required if the report and declaration
24 establish that the distributions are complete.

25 **IT IS SO ORDERED.**

26
27 Date: June 29, 2026

28 By: [Signature]
Judge of the Superior Court

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 06/29/2026
PLAINTIFF/PETITIONER: Maybelyn Ugale et al	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: Stanford Health Care et al	P. Drummer-Williams
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: RG21092943

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Amended Order Granting Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement and Final Judgment entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

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Dated: 06/29/2026

Chad Finke, Executive Officer / Clerk of the Court

By:



P. Drummer-Williams, Deputy Clerk