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Clerk of the Court
Superior Court of CA
County of Santa Clara
21CV378378
By: afloresca

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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,

vs.

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

**[PROPOSED] JUDGMENT GRANTING
FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

1 WHEREAS, this consolidated action is pending before this Court as a putative class and
2 PAGA action (the “Action”); and

3 WHEREAS, Plaintiff, through an unopposed motion for final approval of the settlement
4 of the Action in accordance with the Class and PAGA Settlement Agreement (“Settlement
5 Agreement”), which sets forth the terms and conditions for a proposed settlement and final
6 resolution of the Action upon the terms and conditions set forth therein; and

7 WHEREAS, on April 23, 2026, the Court, having read and considered the Settlement
8 Agreement and any exhibit annexed thereto, and good cause appearing, ORDERED,
9 ADJUDGED, AND DECREED that the Motion for Final Approval of Class Action and PAGA
10 Settlement is GRANTED, hereby issues the following JUDGMENT.

11 NOW, THEREFORE, IT IS HEREBY ORDERED:

12 1. This Judgment incorporates by reference the definitions in the final version of the
13 Settlement Agreement which has been filed with the Court and all terms defined therein shall
14 have the same meaning in this Judgment as set forth in the Settlement Agreement.

15 2. This Court has jurisdiction over the subject matter of this litigation and over the
16 Parties to this litigation, including all Class Members.

17 3. The Court hereby grants final approval to and certifies the Class for settlement
18 purposes only. For the purposes of this settlement, the Class is defined as all current and former
19 non-exempt employees employed by Sutter Bay Medical Foundation at any time from March 18,
20 2017 through August 11, 2024.

21 4. The Court finds that, for purposes of this settlement, Aggrieved Employees means
22 all current and former non-exempt employees employed by Sutter Bay Medical Foundation at
23 any time from January 21, 2020 through August 11, 2024.

24 5. The Court finds the distribution of the Notice of Class and PAGA Action
25 Settlement (“Class Notice”) has been completed. The Class Notice constituted notice that was
26 reasonably calculated under the circumstances to apprise Class Members of the pendency of the
27 Action, the Settlement and its terms, and their right to exclude themselves from or object to the
28 proposed Settlement and to appear at the Final Approval Hearing. The Class Notice was

1 reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive
2 notice and met all applicable requirements of due process, and any other applicable rules or law.
3 The Class Notice fully satisfies due process requirements. The Class Notice was sent via U.S.
4 Mail to all persons entitled to such notice and to all Class Members who could be identified
5 through reasonable effort. As executed, the Class Notice was the best notice practicable under
6 the circumstances.

7 6. The Court finds that the Labor & Workforce Development Agency (“LWDA”)
8 has been provided timely and adequate notice of the proceedings in this matter and has made no
9 objections to the proceedings or to the Settlement of this matter.

10 7. The Court finds that there have been four (4) Requests for Exclusion from and no
11 Objections to the Settlement.

12 8. The Court hereby approves the terms set forth in the Settlement Agreement and
13 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs
14 the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that
15 the Settlement Agreement has been reached as a result of informed and non-collusive arm’s-
16 length negotiations. The Court further finds that the parties have conducted extensive
17 investigation and research, and their attorneys were able to reasonably evaluate their respective
18 positions. The Court also finds that settlement now will avoid additional and potentially
19 substantial litigation costs, as well as delay and risks if the parties were to continue to litigate the
20 case. The Court has reviewed the monetary recovery being provided as part of the Settlement and
21 recognizes the value accorded to Class Members.

22 9. Neither this Settlement Agreement nor this Order is an admission by Defendant or
23 a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this
24 Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to
25 carry out the Settlement Agreement, may be construed as, or may be used as, an admission of
26 any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

1 10. Defendant shall fund the Settlement, and the Settlement Administrator will
2 distribute settlement payments, pursuant to the procedures described in the Settlement
3 Agreement.

4 11. The Court confirms Named Plaintiff Maria Wong-Mikhail as the Class
5 Representative. The Court hereby approves the Class Representative Service Payments of Ten
6 Thousand Dollars (\$10,000) to Plaintiff Wong-Mikhail. The Court finds that this amount is fair
7 and reasonable in light of Plaintiff's contribution to the litigation and risks absorbed. The
8 payment of the Class Representative Service Payments shall be made in accordance with the
9 terms of the Settlement.

10 12. The Court hereby confirms James R. Hawkins, Isandra Fernandez, and Anthony
11 Draper, of the law firm of James Hawkins APLC as Class Counsel.

12 13. The Court hereby awards attorneys' fees in the amount of One Million Six
13 Hundred Thousand Dollars (\$1,600,000) and costs and expenses of Sixteen Thousand, Four
14 Hundred and Seventy Seven Dollars and Sixty-Two Cents (\$16,477.62) to Class Counsel. The
15 Court finds that the attorneys' fees and costs requested were reasonable in light of the relevant
16 factors under California law. The payment of fees and costs to Class Counsel shall be made in
17 accordance with the terms of the Settlement.

18 14. The Court grants final approval of the payment of One Hundred and Fifty
19 Thousand Dollars (\$150,000) shall be allocated to PAGA penalties, from which One Hundred
20 and Twelve Thousand, Five Hundred Dollars \$112,500 (75%) shall be payable to the LWDA,
21 representing the LWDA's share of PAGA penalties ("PAGA Allocation") and Thirty Seven
22 Thousand, Five Hundred Dollars (\$37,500) (25%) to the PAGA Employees. The payments
23 authorized by this paragraph shall be made in accordance with the terms of the Settlement.

24 15. The Court further approves the payment of Fifty Seven Thousand Dollars
25 (\$57,000) to Apex Class Action, LLC as the settlement Administrator for the fees and costs of
26 administering the settlement as set forth in the Settlement Agreement. The payment authorized
27 by this paragraph shall be made in accordance with the terms of the Settlement.
28

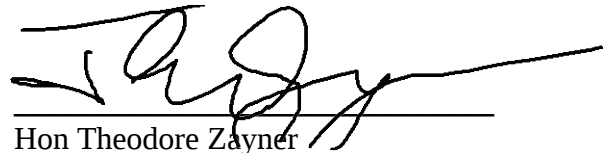
1 16. Defendant shall have no further liability for costs, expenses, interest, attorneys'
2 fees, or for any other charge, expense, or liability, except as provided in the Settlement
3 Agreement.

4 17. This Judgment is intended to be a final disposition of the above-captioned action
5 in its entirety and is intended to be immediately appealable.

6 18. Pursuant to California Rule of Court 3.769(h) and Code of Civil Procedure
7 section 664.6, the Court shall have and retain continuing jurisdiction over this action and the
8 parties and Class Members, including after the entry of this Order, to the fullest extent necessary
9 to interpret, enforce and effectuate the terms and intent of the Settlement Agreement and this
10 Order and Judgment.

11
12
13 **IT IS SO ORDERED.**

14
15 **Dated:** July 17, 2026



Hon Theodore Zayner
Judge of the Santa Clara County Superior Court

PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of 18 and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On May 13, 2026, I served on the interested parties in this action the following document(s) entitled:

[PROPOSED] JUDGEMENT GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

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

SERVICE LIST

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SUTTER BAY MEDICAL FOUNDATION

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

Executed on May 13, 2026, at Irvine, California.


Geraldine Viera