

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JAN - 7 2026

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

CHRISTINA ABDELMALAK and PAZ
SALVADOR, on behalf of all Aggrieved
Employees and the State of California;

Plaintiff,

vs.

PRIME HEALTHCARE ANAHEIM, LLC, a
Delaware Limited Liability Company; and
DOES 1 through 20, inclusive;

Defendants.

Case No.: CIVSB2127232

[Assigned to Hon. Joseph Ortiz, Dept S17 for
all purposes]

**[PROPOSED] ORDER APPROVING
SETTLEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004**

The Motion to Approve a Settlement Pursuant to the Private Attorneys General Act of 2004, filed by Plaintiffs Christina Abdelmalak and Paz Salvador, and based on the Joint Stipulation of PAGA Settlement and Release of Claims (the "Settlement Agreement") entered into between Plaintiffs and Defendant Prime Healthcare Anaheim, LLC ("Defendant"), came on for hearing on January 7, 2026, in accordance with Labor Code § 2699(1)(2).

Having considered the Motion to Approve the PAGA Settlement, the Settlement Agreement, the supporting Declarations, and all other materials properly before the Court, and after having conducted an inquiry into whether the Settlement is fair and reasonable, the Court finds that the Settlement Agreement was entered into in good faith, and the Settlement

1 Agreement is Approved.

2 Therefore, for good cause appearing, IT IS HEREBY ORDERED, ADJUDGED, AND
3 DECREED AS FOLLOWS:

4 1. The Court has jurisdiction over the subject matter over this Action, the Plaintiffs
5 and PAGA Representatives, and Defendant.

6 2. The Court, for purposes of this Order, refers to all defined terms (i.e., terms with
7 initial capitalization) as set forth in the Settlement Agreement.

8 3. The Court finds that the instant Action presented a good faith dispute of the
9 Released Claims as defined in the Settlement Agreement, and the Court finds in favor of settlement
10 approval and this Order is hereby entered resolving all claims set forth in the First Amended
11 Complaint and LWDA notice letters pursuant to the Settlement Agreement, and entering the
12 Judgment herein.

13 4. The Court approves the Settlement of the above-captioned action, as set forth in the
14 Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and
15 adequate. The Parties are directed to perform in accordance with the terms set forth in the
16 Settlement Agreement, including that Defendant is directed to make payments in accordance with
17 the Settlement Agreement, by and through the Settlement Administrator.

18 5. The Court also approves all defined terms in the Settlement Agreement including,
19 without limitation, the following key terms:

20 A. "Aggrieved Employees" means all current and former non-exempt, hourly
21 employees working for Defendant in California at any time between July 30, 2020 to May 27,
22 2025.

23 B. "PAGA Period" means the time period of July 30, 2020 to May 27, 2025.

24 C. "Released Claims" by Aggrieved Employees means any and all claims for
25 PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated
26 in the operative First Amended Complaint and the PAGA Notices submitted by Plaintiffs to the
27 LWDA, which occurred during the PAGA Period, including but not limited to all PAGA claims
28 seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay

1 overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure
2 to pay vested vacation, (6) failure to pay sick pay, (7) failure to timely pay wages each period, (8)
3 failure to timely pay wages upon separation of employment, (9) failure to provide accurate
4 itemized wage statements, (10) failure to reimburse reasonable and necessary business expenses,
5 (11) any and all claims arising out of alleged violations of the California Labor Code, including
6 sections 200, 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, 203, 204, 205.5, 208, 210, 218.5, 218.6,
7 221, 222, 223, 226, 226.3, 226.7, 227.3, 229, 245-249, 510, 512, 551, 552, 558, 1174, 1174.5,
8 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 1199.5, 1776, 2800-2802, Code of
9 Regulations Title 8 section 11050, and the applicable IWC wage order, (12) interest, (13)
10 attorneys' fees and costs, and (14) all other claims for civil penalties recoverable under the Private
11 Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the
12 LWDA notice letters and Operative Complaint (the "Released Claims"). The Released Claims do
13 not release any Aggrieved Employees' claims for wages or statutory penalties.

14 D. "Released Parties" means Defendant Prime Healthcare Anaheim, LLC dba
15 West Anaheim Medical Center plus its parents, subsidiaries, affiliates, predecessors, successors
16 and any other entity related to it and all of its and their past and present directors, officers,
17 employees and anyone else acting for any of them, to the fullest extent allowed by law.

18 6. By this Order and Judgment, and effective upon full funding of the Gross
19 Settlement Fund by Defendant, Plaintiffs, the LWDA, and all Aggrieved Employees shall, for the
20 entire PAGA Period, be deemed to have fully released and discharged the Released Parties from
21 any and all Released Claims. The Parties are to bear their own costs, except as otherwise provided
22 in the Settlement Agreement.

23 7. In accordance with the Settlement Agreement, Defendant agreed to pay \$1,835,000
24 (the "Settlement Amount"), inclusive of payments to the LWDA and Aggrieved Employees, any
25 Service Award to Plaintiffs, and attorneys' fees and litigation costs, and Settlement Administrator
26 costs. As part of the Settlement, Plaintiffs' Counsel sought an award of attorney's fees of
27 \$611,666.66, actual litigation expenses of \$28,543.11, a Service Award of \$10,000 to each
28 Plaintiff (\$20,000 in total), and \$12,000.00 in settlement administration costs that are payable to

1 the Settlement Administrator, Phoenix Settlement Administrators. Defendant does not oppose
2 these requests. The Court finds that the Settlement Amount is fair, reasonable and adequate, and
3 approves each of these payments set from the Settlement Amount, and directs the following
4 payments to be paid from the Settlement Amount within the time periods set forth below and in
5 the Settlement Agreement:

6 A. \$611,666.66 in attorneys' fees, split 33.33% to Lauby, Mankin & Lauby
7 LLP (\$203,868.50), 33.33% to Bokhour Law Group, P.C. (\$203,868.50),
8 and 33.34% to Blumenthal Nordrehaug Bhowmik De Blouw LLP
9 (\$203,929.66);

10 B. \$28,543.11 in litigation costs, with \$8,850.78 to Lauby Mankin Lauby
11 LLP, \$9,541.10 to Bokhour Law Group, P.C., and \$10,151.23 to
12 Blumenthal Nordrehaug Bhowmik De Blouw LLP;

13 C. \$10,000 as a service award to Plaintiff Abdelmalak, and \$10,000 as a
14 service award to Plaintiff Salvador;

15 D. \$12,000 to Phoenix Settlement Administrators for administration costs.

16 8. After deducting the foregoing payments, the remainder of approximately
17 \$1,162,790.23 shall form the Net Settlement Amount, which will then be allocated pursuant to
18 Labor Code § 2699(i) with 75 percent (\$872,092.67) being paid to the LWDA, and the
19 remaining 25 percent (\$290,697.56) paid to the Aggrieved Employees on a pro rata basis, as set
20 forth in the Settlement Agreement. The Court approves these payments and directs the
21 Settlement Administrator to issue checks to the LWDA and Aggrieved Employees, as set forth
22 in the Settlement Agreement. The Court approves the proposed Notice of PAGA Settlement to
23 the Aggrieved Employees (attached as Exhibit F to the Declaration of Brian Mankin, Esq. filed
24 on or about December 12, 2025) and orders that the Settlement Administrator mail the Notice
25 of Settlement Payment to the Aggrieved Employees with each Aggrieved Employee's
26 respective settlement check.

27 9. The Court approves the handling of unclaimed funds set forth in the Settlement
28 Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a

1 result of a failure to timely cash a settlement check shall be shall be deemed void, and any
2 unclaimed funds in the QSF as a result of the failure to cash Individual Settlement Payment checks
3 shall be issued to the State Controller's Office for the State of California in the name of the
4 Aggrieved Employee.

5 10. The Settlement is not an admission by Defendant or any of the other Released
6 Parties, nor is this Judgment a finding of the validity of any claims in the Action or of any
7 wrongdoing by Defendant or any of the other Released Parties. Neither this Settlement Approval
8 Order, the Settlement, or the Judgment nor any document referred to herein, nor any action taken
9 to carry out the Settlement are, may be construed as, or may be used as an admission by or against
10 Defendant or any of the other Released Parties of any fault, wrongdoing or liability whatsoever.
11 The entering into or carrying out of the Settlement, and any negotiations or proceedings related
12 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or
13 concession with regard to the denials or defenses by Defendant or any of the other Released Parties
14 and shall not be offered in evidence against Defendant or any of the Released Parties in any action
15 or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever
16 other than to enforce the provisions of this Order, the Settlement, the Judgment, or any related
17 agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in
18 the Action or in any other proceeding this Order, the Settlement, the Judgment, or any other papers
19 and records on file in the Action as evidence of the Settlement and to support a defense of res
20 judicata, collateral estoppel, release, waiver or other theory of claim preclusion, issue preclusion
21 or similar defense as to any of the Released Claims.

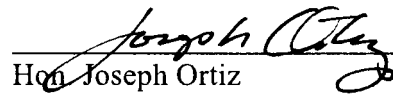
22 11. This order and the resulting judgment are entitled to the preclusive effect on
23 Plaintiffs, the State of California, and the Aggrieved Employees, pursuant to *Arias v. Superior*
24 *Court* (2009) 46 Cal.4th 969.

25 12. **JUDGMENT:** Pursuant to California Labor Code § 2698, *et seq.*, the Court hereby
26 enters judgment of the Action, with prejudice, for the reasons set forth above, and upon the terms
27 set forth in the Settlement Agreement. Without in any way affecting the finality of this Settlement
28 Approval Order granting final judgment, this Court hereby retains exclusive and continuing

1 jurisdiction over the Action as to all matters relating to: (a) the implementation, enforcement,
2 construction and interpretation of the terms of the Settlement and this Order and Judgment; (b)
3 Settlement administration matters; and (c) such post-judgment matters as may be appropriate under
4 Court rules or as set forth in the Settlement.

5 **IT IS SO ORDERED.**

6 Dated: Jan. 7, 2026

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8 Hon. Joseph Ortiz
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