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SUPERIOR COURT OF THE STATE OF CALIFORNIA
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]*

**DECLARATION OF BRIAN J. MANKIN,
ESQ., IN SUPPORT OF PLAINTIFFS'
MOTION TO APPROVE PAGA
SETTLEMENT**

1 I, Brian J. Mankin, state and declare:

2 1. I am an attorney licensed to practice before all of the courts of the State of
3 California. I manage the employment law department and am a partner with the law firm of
4 Lauby, Mankin & Lauby LLP, which has offices in Orange County and Riverside County. I am
5 thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I
6 submit this declaration in support of Plaintiffs' Motion to Approve the PAGA Settlement. If
7 called as a witness, I could and would competently testify thereto.

8 **COUNSEL'S EXPERIENCE**

9 2. I have been a member, in good standing, of the State Bar of California since 2001.
10 I am admitted to practice in the United States District Courts for the Central and Southern
11 District of California and the Ninth Circuit Court of Appeal and have tried cases in various
12 courts in California.

13 3. I have handled well over 500 employee vs. employer litigation matters during my
14 23 years in practice. Over the last 18 years, my practice has almost entirely consisted of
15 representing employees, the majority of which has included class action and representative
16 action wage and hour matters. In total, I have handled over 300 class action and representative
17 action wage/hour cases, and have been appointed by the court as class counsel and have received
18 final court approval and judgment in over half of those actions to date, and anticipate receiving
19 final approval in many more of those in the future.

20 4. As part of these settlements and judgments, I have recovered in excess of \$250
21 million in damages for my clients and the class members (who often work as nurses, ambulance
22 drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and
23 countless other trades). My team and I once held the record for the largest known PAGA-only
24 case in California's history - a \$12.5 million-dollar court approved settlement, which followed
25 extensive litigation, summary adjudication and writs to the CA Supreme Court against a Fortune
26 50 company (*Garcia v. Macy's*, Los Angeles Superior Court).

27 5. I have tried two major class and PAGA cases against Fortune 100 companies. In
28 2018, I was lead counsel in a PAGA case that my firm tried in the Orange County Superior Court

1 and received a \$425,000 judgment. In 2019, I was co-counsel in a class action case against
2 Walmart in District Court, wherein the jury awarded Plaintiffs and the class over \$6 million.
3 Both cases were appealed.

4 6. I was named by the LA Times as one “Southern California Leading Lawyers” in
5 the May 2023 issue of Consumer Attorney’s of Southern California (a recognition given to 17
6 employment/labor law attorneys in 2023). Additionally, over the last five consecutive years, I
7 have been selected by my peers as a “Super Lawyer” in Employment Litigation, a distinction that
8 only 5% of lawyers receive.

9 **BRIEF SUMMARY OF THE SETTLEMENT AND KEY TERMS**

10 7. Following mediation, Plaintiffs and Defendant (the “Parties”) finalized and
11 executed the “Joint Stipulation of PAGA Settlement and Release of Claims” (the “Settlement
12 Agreement” or “S.A.”). A true and correct copy of the Settlement Agreement is attached hereto
13 as **Exhibit A**.

14 8. Under the terms of the Settlement Agreement, Defendant agrees to pay a non-
15 reversionary settlement amount of \$1,835,000 (the “Settlement Amount”), and this amount is
16 inclusive of payments for attorneys’ fees (one-third of the Settlement Amount), actual attorneys’
17 costs of \$28,543.11, Settlement Administrator costs (\$12,000.00), \$10,000 service awards to
18 each Plaintiff, and payments to the LWDA and Aggrieved Employees. The following chart
19 reflects the estimated payments pursuant to the Settlement Agreement:

<i>Settlement Amount</i>	\$ 1,835,000.00
Attorneys’ Fees (1/3)	\$ 611,666.66
Attorney Litigation Costs	\$ 28,543.11
Service Awards to Plaintiffs (\$10,000 each)	\$ 20,000.00
Administrator Costs	\$ 12,000.00
<i>Net Settlement Amount (“NSA”)</i>	\$ 1,162,790.23
75% of NSA Payable to LWDA	\$ 872,092.67
25% of NSA Payable to Aggrieved Employees	\$ 290,697.56

26 9. As such, the LWDA will receive approximately \$872,092.67 (75% of the Net
27 Settlement Amount) and approximately 2,300 Aggrieved Employees (defined at S.A. ¶ 1.2 as
28 “all current and former non-exempt, hourly employees working for Defendant in California at

any time between July 30, 2020 to May 27, 2025”) will collectively share in \$290,697.56 (the remaining 25% of the Net Settlement Amount), which will be paid on a pro-rata basis based on the number of Pay Periods worked during the PAGA Period. Each Aggrieved Employee will receive approximately \$126.39 on average, and the Settlement pays a net average of \$2.83 per PAGA Pay Period worked. However, the actual amount will be based on the number of PAGA Pay Periods each person worked

10. In exchange for these payments, the Settlement Agreement grants Defendant a release that is narrowly tailored to release the PAGA claims against Defendant.

PROCEDURAL BACKGROUND

11. After being retained by Plaintiff Abdelmalak, my office submitted a letter to the California Labor & Workforce Development Agency (“LWDA”) and to Defendant regarding the alleged violations, a true and correct copy of which is attached hereto as **Exhibit B**. At the same time, we sent a letter to Defendant requesting the production of Plaintiff’s personnel and timekeeping records in order to further evaluate her wage and hour claims while also serving a litigation hold on Defendant to preserve potentially relevant electronically stored information. Then, on November 8, 2021, we filed (on Plaintiff Abdelmalak’s behalf) the initial PAGA-only complaint (the “*Abdelmalak* Action”) after the 65-day PAGA exhaustion period elapsed without the LWDA asserting jurisdiction.

12. Similarly, Plaintiff Salvador provided the required PAGA notice to the LWDA and Defendant and then filed a separate PAGA complaint on March 24, 2022, in Orange County Superior Court, Case No. 30-2022-01251761-CU-OE-CXC (the “*Salvador* Action”).

13. During the early stages of litigation, Defendant compelled arbitration in each case, at which time the Court severed the “individual PAGA claims” for each Plaintiff and sent those to arbitration while the “representative PAGA claims” remained stayed in Court. After waiting for a ruling from the California Supreme Court in *Adolph*, the arbitrations commenced, and Defendant attempted to obtain a ruling dismissing Plaintiff Abdelmalak’s arbitration as time-barred by the applicable statute of limitations. However, after extensive briefing (and supplemental briefing), the arbitrator, Hon. Luis Cardenas (Ret.), rejected Defendant’s argument,

1 holding that Plaintiff Abdelmalak's claims are/were not time barred.

2 14. After this ruling, the Parties agreed to attend a global mediation covering both the
3 *Abdelmalak* and *Salvador* Actions. In preparation for the mediation, the Parties exchanged
4 documents and information that allowed both sides to calculate the potential damages and
5 evaluate potential risk – and this included Defendant producing a robust sampling of
6 timekeeping and payroll records for approximately 25% of Aggrieved Employees, and the
7 production covered 546 Aggrieved Employees, 177,833 shifts worked, and 27,131 PAGA
8 Periods. During this exchange of information, documents, and data, Plaintiffs' counsel and their
9 expert analyzed all documents, researched and investigated the potential issues, and conducted a
10 full analysis of the alleged unpaid wage, meal/rest break violations and other claims, along with
11 the calculation of total penalties, trial, and appellate issues and risks.

12 15. On May 27, 2025, the Parties mediated with Marc Feder. At the conclusion of
13 mediation, and pursuant to a mediator's proposal, the Parties reached this Settlement. As part of
14 the settlement, the Parties agreed and stipulated that Plaintiff Abdelmalak would file a First
15 Amended Complaint in the *Abdelmalak* Action to join together the Parties and claims from the
16 *Salvador* Action. Plaintiff then filed the operative First Amended Complaint on December 2,
17 2025, adding Paz Salvador as a Plaintiff and PAGA Representative, and the Parties now present
18 this Settlement to the Court for approval.

19 16. Defendant retained counsel and vowed to vehemently oppose the claims.
20 However, after early discussions among counsel, the Parties agreed to attend mediation. But the
21 agreement to mediate was limited in scope because, during early litigation, Defendant provided
22 Plaintiff with an arbitration agreement which it contended was signed by Plaintiff and which
23 Defendant also contended was valid, enforceable, and contains a class action waiver. Thus, the
24 Parties ultimately agreed to attend mediation on a PAGA-only basis.

25 **ANALYSIS OF CLAIMS AND VALUATION**

26 17. Plaintiffs alleged numerous wage and hour violations on behalf of the Aggrieved
27 Employees. However, Defendant vigorously contested and denied each of Plaintiff's material
28 allegations on the merits and as to the PAGA representative action. Still, Plaintiffs believed there

1 were several strong claims.

2 18. As part of the process in reaching this settlement, my office obtained extensive
3 data and information prior to mediation to investigate the claims and negotiate an appropriate
4 settlement. After evaluation of this information, Plaintiffs' counsel estimated that there were
5 102,243 pay periods worked by the Aggrieved Employees through the date of mediation. From
6 this data, and when applying the various facts, violation rates, and considering all of the risks and
7 defenses to the claims herein, Plaintiffs' counsel formulated detailed damage models as
8 discussed below.

9 19. For instance, the maximum potential PAGA penalties against Defendant if using
10 \$100 per pay period as the measuring stick were \$10,224,300 [102,243 pay periods multiplied by
11 the default \$100 penalty under PAGA]. Defendant took the position that Plaintiffs would not be
12 entitled to "stack" more than one PAGA civil penalty per employee per pay period (regardless of
13 whether there was one Labor Code violation or five). Although we argued "stacking" is not a
14 valid defense and that PAGA civil penalties were available for each and every unique Labor
15 Code violation, setting a valuation of \$100 per pay period is one reasonable way to assess the
16 claims for settlement purposes (and, under this approach, the Settlement Amount is clearly
17 reasonable given it accounts for 17.95% of the maximum value at \$100 per period).

18 20. But we also took a deeper dive when analyzing the potential maximum and risk-
19 adjusted values of the claims, as detailed below.

20 21. *First*, Plaintiffs alleged that they and the Aggrieved Employees were subjected to
21 unpaid wage violations due to Defendants' failure to pay all wages owed due to a variety of
22 claims, including: (A) a rounding policy that resulted in recurring underpayments to the
23 Aggrieved Employees, (B) a practice that required Aggrieved Employees to undergo pre-shift
24 COVID screenings without compensation, (C) the failure to pay vested vacation and sick time at
25 the proper rate of pay, and (D) other off-the-clock work. Based on data and analysis prior to
26 mediation, Plaintiffs alleged that these violations 50% of all pay periods, leading to a maximum
27 possible value of \$5,112,150. But Defendant vehemently opposed these claims both on the
28 merits and as to the manageability of proceeding on a representative PAGA basis (due to the

1 supposed individualized nature of the claims).

2 22. *Second*, Plaintiffs argued, based on the sampling and other evidence, employees
3 were subjected to meal period violations in 22.8% of pay periods and rest break violations in
4 25% of pay periods. And this leads to a maximum potential PAGA penalty of \$7,443,290 for
5 such claims. However, Defendant argued it provided and made available meal and rest breaks to
6 all employees, and any employee who did not take a meal or rest break did so entirely of his or
7 her own volition. As such, Defendant argued these claims were without merit because, for each
8 violation, a fact-finder would have to determine why a break was noncompliant/nonexistent,
9 because if it was by the employee's choice, no liability attaches to Defendant.

10 23. *Third*, Plaintiff argued that, Defendant: (1) failed to pay all wages due and owing
11 each period, (2) failed to pay all wages owed upon termination of employment, and (3) failed to
12 provide accurate itemized wage statements (since the wage statements provided for items such as
13 net wages, gross wages, and so on). Collectively, Plaintiffs alleged that this created maximum
14 potential PAGA penalties of \$7,793,225. But Defendant argued these "derivative" claims were
15 without merit, both on the underlying claims on which they were based, and also based on the
16 argument that derivative claims cannot create standalone liability (and also that it was improper
17 to "stack" a derivative penalty on top of a penalty for the actual violation itself).

18 24. However, the maximum penalties discussed above fail to take into account the
19 various risks and defenses to the claims herein, as well as Defendants' claim that "stacked"
20 penalties is not recoverable. Additionally, we had to consider another risk: even if the claims
21 succeeded, courts have wide latitude to (and often do) reduce the total civil penalties "based on
22 the facts and circumstances of a particular case" and if "to do otherwise would result in an award
23 that is unjust, arbitrary and oppressive, or confiscatory." Labor Code § 2699(h). Thus, based on
24 a detailed analysis of each claim, including the weight of the evidence, clarity of applicable law,
25 and strength of the factual and legal defenses asserted by Defendant, we calculated that the total
26 amount of penalties for which Defendant would likely be found liable at trial is \$4,000,000. This
27 applied relative chances of success (and the corresponding risks) for each claim, along with the
28 likelihood that the Court would apply a modest "discretionary reduction" due to Defendant's

1 compliant written policies and attempts to comply with California law.

2 25. When considering these risks and defenses, Plaintiffs contend that the Settlement,
3 which binds Defendant to pay a total Settlement Amount of \$1,835,000 – equal to \$17.95 per
4 pay period. Many class actions settle for less than \$15 per pay period, so to achieve this result in
5 a PAGA-only case is indeed a great result. Clearly, this settlement is fair, adequate, and
6 reasonable in light of the risks and uncertainties associated with the PAGA claims in this case,
7 and it is sufficient to accomplish the objectives of PAGA while not being unjust, arbitrary and
8 oppressive, or confiscatory.

9 **THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE**

10 26. In accordance with the Settlement, the Parties agreed that my office and co-
11 counsel would receive one-third of the settlement amount as attorney's fees. While this is
12 substantially less than our lodestar, it has been my experience that the benchmark for attorney
13 fee awards in California state cases is one-third of a common settlement fund in most situations.
14 Here, pursuant to the Settlement Agreement, and in recognition of the work performed by
15 Plaintiffs' Counsel, and the results we achieved for the State and Aggrieved Employees, my
16 firm and co-counsel are seeking a one-third fee.

17 27. In my experience, Court's award attorney's fees in the amount of one-third of the
18 common fund settlement amount in a PAGA only case.

19 28. At my office, this case was handled by Peter Carlson while I performed the role of
20 the supervising attorney. Peter Carlson's experience is set forth in his declarations, but in sum,
21 he works exclusively with me on employment law matters and has been in practice for 11 years.
22 Peter bills at the hourly rate of \$750/hour. I have been in practice for over 23 years, with most of
23 those years handling complex litigation and for over the last 18 years, my practice has almost
24 entirely consisted of handling class action wage and hour matters. My billing rate is \$950/hour. I
25 believe these rates are consistent with Plaintiff and Defense attorneys who handle complex class
26 action litigation, if not somewhat lower.

27 29. I have reviewed the work performed on the case by Mr. Carlson, who has billed a
28 total of 237.8 hours to date for a lodestar of \$178,350, as set forth in his declaration. I have also

1 spent 35 hours to date, plus I anticipate an additional 10 hours on this case through completion
2 for a lodestar of \$42,750 – leading to a total lodestar for my firm of \$221,100.

3 30. My co-counsel have also submitted declarations attesting to their hours and
4 lodestar, which I summarize here for convenience. Mr. Bokhour spent 84 hours working on this
5 matter and bills at \$750 per hour for a lodestar of \$63,000. And the lodestar for Blumenthal
6 Nordrehaug Bhowmik De Blouw LLP, as stated in their declaration, totals \$105,539. Thus, the
7 aggregated lodestar for my firm, Bokhour Law Group, and the Blumenthal firm totals \$389,639
8 and results in a small multiplier (1.56).

9 31. The hours incurred are reasonable, as are the rates used to arrive at the lodestar. In
10 fact, the rates are comparable to those of other attorneys with equal or similar experience, if not
11 somewhat lower (*i.e.*, the Laffey Matrix at www.laffeymatrix.com indicates that the benchmark
12 rates are: \$878/hour for a 11–19-year attorney and \$1,057/hour for a 20+ year attorney).

13 32. The reasonableness of these rates is reinforced by facts showing that local
14 attorneys in Los Angeles engaged in complex litigation bill at rates far higher than my office –
15 and far higher than the Laffey Matrix. Recent public filings confirm that the Los Angeles
16 Department of Water and Power is paying outside counsel at minimum rates of \$1,800 for
17 partners, \$1,180 per hour for associates with 7 years of experience or more, and LADWP even
18 pays first year associates \$745 per hour. See <https://www.latimes.com/california/story/2025-02-14/law-firm-1975-an-hour-defend-against-palisades-fire-lawsuits>.
19

20 33. Moreover, the Wolters Kluwer 2023 Real Rate Report (“Real Rate Report”)
21 provides directly applicable information in this regard. The Real Rate Report is based on an
22 enormous and statistically significant compilation of data, comprising millions billing entries
23 from a hundred thousand individual timekeepers who worked at thousands of law firms. The
24 Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners
25 and associates in major metropolitan areas. For the southern California area: (a) the rate for
26 partners in Los Angeles is between \$840 and \$1,159 per hour for the middle and upper quartiles,
27 and (b) the rates for associates with seven or more years of experience, the upper quartile rate is
28 \$888 per hour. And, perhaps most importantly, the information provided in the Real Rate Report

1 is not based on self-reported numbers, surveys, sampling, or reviews or other publications –
2 instead, the Real Rate Report is based on the actual hours and fees billed by law firms, which
3 makes it “a much better reflection of true market rates than self-reported rates in all practice
4 areas.” *Brown v. CVS Pharmacy, Inc.* (C.D. Cal. Apr. 24, 2017) 2017 U.S. Dist. LEXIS 182309,
5 at *21.

6 34. In the course of prosecuting this action, my firm and co-counsel have incurred
7 expenses that were incidental and necessary to the effective representation of the Aggrieved
8 Employees. These costs include mediation fees, filing fees, and other costs that include Attorney
9 Service charges, CourtCall charges, and process service fees. My firm’s expenses total \$8,850.78
10 through the conclusion of this matter, which includes costs of filing, serving and attend the
11 approval hearing (see **Exhibit C** attached hereto). Additionally, as stated in the concurrently
12 filed declarations, Bokhour Law Group incurred \$9,541.10 in recoverable costs, and Blumenthal
13 Nordrehaug Bhowmik De Blouw LLP incurred \$10,151.23 in recoverable costs. Thus, the total
14 costs between all firms on this case is \$28,543.11. This is less than the \$40,000 maximum
15 allowed under the Settlement Agreement, so the savings will be placed in the PAGA Award and
16 paid to the LWDA and Aggrieved Employees.

17 **PLAINTIFFS’ SEPARATE INDIVIDUAL SETTLEMENTS**

18 35. After settling the PAGA claims, Plaintiffs also separately resolved their
19 individual, non-PAGA claims against Defendant. This is explicitly permitted by California law
20 and this section offers supporting case law.

21 36. At the outset, it should be noted that that the California Labor Code specifically
22 permits Plaintiffs to resolve claims for individual damages, separate and distinct from a
23 settlement of PAGA claims. *See* Labor Code § 2699(g)(1) (“[n]othing in this part shall operate to
24 limit an employee’s right to pursue or recover other remedies available under state or federal
25 law, either separately or concurrently with an action taken under this part”). The rule permitting
26 employees to pursue separate individual claims while maintaining a PAGA claim aligns perfectly
27 with the general understanding that PAGA claims (which seek civil penalties on behalf of
28 Aggrieved Employees) are separate and distinct from individual claims for unpaid wages,

1 statutory penalties, and other individual claims. This principle was affirmed by the California
2 Supreme Court in *Iskanian*, where the Court held that “[t]he civil penalties recovered on behalf
3 of the state under the PAGA **are distinct** from the statutory damages to which employee may be
4 entitled in their individual capacities.” *Iskanian*, 59 Cal.4th at 381. And the California Supreme
5 Court recently expounded upon this position in *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175,
6 187 (when discussing the difference between statutory damages/penalties (for an individual)
7 versus civil penalties (under PAGA), the court clearly held that “[p]ursuing civil penalties does
8 not prevent an employee from separately or concurrently pursuing unpaid wages and other
9 remedies already available to her”).

10 **REASONABLENESS OF REQUESTED SERVICE AWARDS**

11 37. I also believe that the service awards of \$10,000 to each Plaintiff is fair and
12 warranted given the time and effort they devoted to this case. Their efforts included providing
13 factual background for the lawsuit; providing documents and information about Defendants’
14 compensation plan and other policies/practices; participating in phone calls to discuss litigation
15 and settlement strategy; making themselves available throughout the litigation to assist with
16 analyzing the claims and defenses; helping counsel prepare for the mediation; and reviewing the
17 settlement documents. Plaintiffs also assumed significant risk in bringing this litigation; namely,
18 had they lost, they could have been ordered to pay Defendants’ costs. Furthermore, this case was
19 more risky and time-consuming than others since each Plaintiff was compelled to arbitration,
20 which brought with it additional work and risk – all of which Plaintiffs accepted in order to
21 successfully litigate this action on behalf of the State of California and Aggrieved Employees.
22 For these reasons, and those briefed in the Motion, we respectfully request that the Court award
23 the full service awards, as they are squarely in line with amounts that courts have approved in
24 similar litigation.

25 **APPOINTMENT OF PHOENIX AS SETTLEMENT ADMINISTRATOR**

26 38. The Parties request that the Court appoint Phoenix Settlement Administrators as
27 the Settlement Administrator. The Parties agreed to retain Phoenix based on its flat fee bid to
28 administer the settlement for \$6,500, which is reflected in the bid attached as **Exhibit D**.

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SUBMISSION TO THE LWDA

39. The Motion and declarations, including the Settlement Agreement, have concurrently been submitted to the LWDA through its online portal.

EXHIBITS AND CONCLUSION

40. A true and correct copy of the “Joint Stipulation of PAGA Settlement and Release of Claims” (the “Settlement Agreement”) is attached hereto as **Exhibit A**.

41. A true and correct copy of Plaintiff Abdelmalak’s LWDA letter is attached hereto as **Exhibit B**.

42. An itemized statement of my firm’s costs is attached hereto as **Exhibit C**.

43. A true and correct copy of Phoenix’s bid to serve as settlement administrator is attached hereto as **Exhibit D**.

44. The LWDA’s confirmation of receipt of this Motion and Declarations is attached hereto as **Exhibit E**.

45. The Proposed Notice of PAGA Settlement for the Aggrieved Employees is attached here as **Exhibit F**.

46. For the foregoing reasons, it is respectfully requested that the Court approve the settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on December 12, 2025, at Riverside, California.

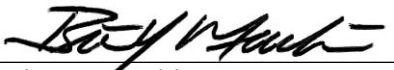
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EXHIBIT “A”

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

CHRISTINA ABDELMALAK and PAZ
SALVADOR, on behalf of all Aggrieved
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Plaintiff,

v.

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

Defendants.

Case No. CIVSB 2127232

**JOINT STIPULATION OF PAGA
SETTLEMENT AND RELEASE OF CLAIMS**

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Attorneys for Defendant
PRIME HEALTHCARE ANAHEIM, LLC

This Joint Stipulation of PAGA Settlement and Release of Claims (“Agreement”) is made and entered into between: (1) Plaintiffs Christina Abdelmalak (“Abdelmalak”) and Paz Salvador (“Salvador”) (collectively “Plaintiffs”), individually and on behalf of the State of California and all current and former non-exempt employees working for Defendant Prime Healthcare Anaheim, LLC dba West Anaheim Medical Center (“Defendant”) in California at any time between July 30, 2020 to May 27, 2025; and (2) Defendant, subject to approval from the Court, as provided below.

This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Actions (as defined below) and the Released Claims (as defined below), upon and subject to the terms and conditions hereof, as follows:

1. DEFINITIONS

As used herein, for the purposes of this Agreement only, the following terms shall be defined as set forth below:

1.1. **“Actions”** collectively refers to the respective Plaintiffs’ lawsuits as follows:

- a. *Christina Abdelmalak v. Prime Healthcare Anaheim, LLC*, San Bernardino County Superior Court Case No. CIVSB 2127232 (“Abdelmalak PAGA Action”).
- b. *Paz Salvador v. Prime Healthcare Anaheim, LLC*, Orange County Superior Court Case No. 30-2022-01251761-CU-OE-CXC (“Salvador PAGA Action”).

1.2. **“Aggrieved Employees”** refers to all current and former non-exempt, hourly employees working for Defendant in California at any time between July 30, 2020 to May 27, 2025.

1.3. **“Agreement”** refers to this Joint Stipulation of PAGA Settlement Agreement and Release of Claims, which includes all of the Recitals and the Exhibits attached hereto.

1.4. **“Complaint”** refers to the Abdelmalak PAGA Action filed on November 8, 2021, and the First Amended Complaint (consolidating the claims of the Actions identified in Paragraph 1.1), which will be filed pursuant to the terms of this Agreement.

1.5. **“Effective Date”** refers to the 15th calendar day after the date by which all of the following have occurred: (a) this Agreement and the contemplated settlement receive approval from the Court; and (b) the Court approval of the Settlement becomes Final.

1.6. **“Final”** when referring to the Court approval of the Settlement, means the last of the following dates: (a) the first business day following the last date on which a notice of appeal from the Court approval of the settlement may be filed and none is filed; or (b) if Court approval of the settlement is granted and an appeal from the approval is filed, the date the Court approval of the settlement is affirmed and is no longer subject to challenge in the courts.

1.7. **“Gross Settlement Amount”** is \$1,835,000, which is the maximum settlement payment Defendant shall pay in connection with the Settlement or Agreement, unless the Escalator Clause is triggered. This sum shall include all Individual Settlement Payments made to the Aggrieved Employees, all Settlement Administrator administration costs, the Service Award, the LWDA Payment, attorneys’ fees, and attorneys’ expenses, as set forth below.

The Gross Settlement Amount is a material term of this Agreement. To the extent Plaintiffs or the Court seeks to require Defendant to pay more than the Gross Settlement Amount as part of this Settlement or Agreement, Defendant shall retain the right, in the exercise of its sole discretion, to nullify the Settlement or Agreement.

1.8. **“Individual Settlement Payment”** refers to the amount calculated by the Settlement Administrator to be distributed to each individual Aggrieved Employee, based on PAGA Pay Periods worked, as set forth below. Partial PAGA Pay Periods will be counted as full PAGA Pay Periods.

1.9. **“LWDA Payment”** refers to a payment out of the Gross Settlement Amount, after deduction of attorneys’ fees, attorneys’ expenses, and the Settlement Administrator administration costs, with 75% of the payment going to the California Labor & Workforce Development Agency (“LWDA”) as the LWDA’s share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA. The remaining 25% of the payment will be the Net Settlement Amount which will be distributed to the Aggrieved Employees.

1.10. **“Net Settlement Amount”** refers to the Gross Settlement Amount minus all Settlement Administrator administration costs, the Service Awards, attorneys’ fees, attorneys’ expenses, and the LWDA Payment. The Net Settlement Amount shall include all Individual Settlement Payments due to Aggrieved Employees. The Net Settlement Amount is the maximum amount that shall be available for distribution to the Aggrieved Employees.

1.11. **“Notice of PAGA Settlement”** refers to the Notice of PAGA Settlement, substantially in the form attached as Exhibit A.

1.12. **“PAGA Notice(s)”** refers to the notices sent to the LWDA and to Defendant by Abdelmalak on or about July 30, 2021, and by Salvador on or about November 10, 2021, alleging that Defendant engaged in violations of the California Labor Code and California Wage Orders.

1.13. **“PAGA Period”** refers to the period of July 30, 2020 to May 27, 2025, as defined in this Agreement.

1.14. **“PAGA Pay Period(s)”** means any pay period(s) within the PAGA Period during which an Aggrieved Employee worked for Defendant for at least one day.

1.15. **“Plaintiffs’ Counsel”** refers to Lauby, Mankin & Lauby LLP, the Bokhour Law Group, P.C., and Blumenthal Nordrehaug Bhowmik De Blouw LLP.

1.16. **“Released Claims”** refers to those claims defined in Section 5.1 of this Agreement.

The scope of the Released Claims is a material term of this Agreement. To the extent Plaintiffs or the Court seeks to narrow the scope of the Released Claims, Defendant shall retain the right, in the exercise of its sole discretion, to nullify the Settlement or Agreement.

1.17. **“Released Parties”** refers to Defendant Prime Healthcare Anaheim, LLC dba West Anaheim Medical Center plus its parents, subsidiaries, affiliates, predecessors, successors and any other entity related to it and all of its and their past and present directors, officers, employees and anyone else acting for any of them, to the fullest extent allowed by law.

1.18. **“Service Award”** refers to any payment, subject to Court approval, to Plaintiffs from the Gross Settlement Amount in recognition of the efforts and work in prosecuting the Actions on behalf of the Aggrieved Employees.

1.19. **“Settlement”** refers to terms of this Agreement, which includes the Recitals and the Exhibits attached hereto.

1.20. **“Settlement Administrator”** refers to the third party administrator, who has been mutually selected by the Parties, subject to Court approval, to perform the notice, administration of the settlement, and distribution of payment functions further described in this Agreement. The Settlement Administrator shall establish its own employer identification number and file an Internal Revenue

Service Form W-9. The Settlement Administrator shall meet all of the requirements to establish a Qualified Settlement Fund ("QSF") pursuant to U.S. Treasury Regulation Section 468B-1.

2. PROCEDURAL HISTORY AND RECITALS

2.1. **Causes Of Action.** On November 8, 2021, Plaintiff Abdelmalak filed a PAGA representative action complaint against Defendant on behalf of the Aggrieved Employees. Plaintiff Abdelmalak's Complaint asserts one cause of action for civil penalties under the PAGA against Defendant and on behalf of the Aggrieved Employees based on alleged underlying violations of: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Breaks; (5) Failure to Timely Pay Wages; (6) Failure to Timely Pay Final Wages; (7) Failure to Provide Accurate Itemized Wage Statements.

On March 24, 2022, Plaintiff Paz Salvador filed a PAGA representative action complaint against Defendant. Plaintiff Salvador's complaint asserts one cause of action for civil penalties under the PAGA against Defendant and on behalf of the Aggrieved Employees based on alleged underlying violations of: (1) Unpaid Minimum Wages Based on Off The Clock Work; (2) Failure to Pay Overtime Wages Based on Off The Clock Work and Failure to Pay at the Correct Regular Rate of Pay; (3) Failure to Provide Compliant Meal Periods or Premiums In Lieu Thereof at the Correct Regular Rate; (4) Failure to Provide Complaint Rest Periods or Premiums In Lieu Thereof at the Correct Regular Rate; (5) Failure to Timely Pay Wages During Employment; (6) Failure to Pay Sick Pay at the Correct Regular Rate; (7) Failure to Timely Pay Wages at Separation; (8) Failure to Provide Accurate Itemized Wage Statements; (9) Failure to Reimburse Business Expenses.

2.2. **The Parties Have Informally Exchanged Information To Fully Assess The Claims Prior to Mediation.** After Defendant filed motions to enforce the arbitration agreements in the Actions, the Court ordered the representative actions stayed pending completion of arbitration of Plaintiffs' individual PAGA claims. Following that, the Parties agreed to engage a private mediator. Pursuant to meet and confer efforts for mediation, Defendant agreed to produce, and did produce, electronic time punch records and payroll records for a randomized 25% sample of aggrieved employees, and relevant company policies. Defendant also provided data points to Plaintiffs, including the total number of aggrieved employees, the total number of PAGA Pay Periods worked during the PAGA period, the total

1 number of aggrieved employees who separated from employment during the PAGA period, the total
2 number of PAGA Pay Periods during the PAGA Period where aggrieved employees earned
3 compensation other than their hourly rate of pay, and total number of PAGA Pay Periods during the
4 PAGA Period where aggrieved employees received a meal period premium. The Parties were then able
5 to engage their own experts to independently review and analyze the data.

6 **2.3. Defendant's Denials.** Defendant denied and continues to deny: (a) all of the allegations
7 made by the Plaintiffs on behalf of the Aggrieved Employees in the Actions; (b) that it violated any
8 applicable laws; (c) that it is liable or owes any damages, civil penalties, or other compensation or
9 remedies to anyone with respect to the alleged facts or claims asserted in the Actions; and, (d) that
10 representative treatment of the Actions or any alleged claim is proper. Defendant emphasizes that the
11 Court has not made any findings of liability as to it and the Court has not determined that Plaintiffs may
12 proceed in a representative capacity.

13 Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever and without
14 admitting or conceding that representative treatment is appropriate for any purpose other than settlement
15 purposes alone, Defendant has agreed to settle the Actions on the terms and conditions set forth in this
16 Agreement, to avoid the burden, expense, and uncertainty of continuing the Actions. Any stipulations or
17 statements by Defendant contained in this Agreement are made for settlement purposes only.

18 **2.4. Plaintiffs' Counsel's Evaluation.** Based on Plaintiffs' counsel's investigation and
19 evaluation, Plaintiffs' counsel is of the opinion that the terms set forth in this Agreement are fair,
20 reasonable, adequate, and in the best interest of the Aggrieved Employees. Plaintiffs' counsel diligently
21 and effectively investigated Plaintiffs' claims, drafted the Complaints, and reviewed and analyzed
22 documents and data produced. Plaintiffs' counsel concluded that the Settlement reflected in this
23 Agreement is in the best interests of the Aggrieved Employees, after reviewing the data and expert
24 analysis, reviewing Defendant's policies, and evaluating the risk that further litigation might result in
25 Plaintiffs and the Aggrieved Employees not recovering anything at all was a very significant factor in
26 determining that this Agreement is fair, reasonable, and adequate.

27 **2.5. First Amended Complaint.** As a condition of Settlement, Plaintiffs will file a First
28 Amended Complaint in the Abdelmalak PAGA Action (pursuant to a stipulation and order permitting

1 the filing of the First Amended Complaint) to conform the pleadings with the scope of the release, and
2 specifically, to add more explicitly plead representative theories of liability that were alleged in
3 Salvador's PAGA Action, and to add Paz Salvador as a named plaintiff. Defendant will not be required
4 to file an answer or other responsive pleading to the First Amended Complaint, unless ordered by the
5 Court. Plaintiffs shall provide Defendant with a draft of the First Amended Complaint at least seven
6 days prior to filing so that Defendant can review and make comments on it. Plaintiffs shall incorporate
7 Defendant's comments to the extent they are consistent with this Settlement Agreement.

8 Once the Court in the Abdelmalak PAGA Action approves the filing of the First Amended
9 Complaint, Plaintiff Salvador will file a dismissal without prejudice of the Salvador PAGA Action
10 within seven days.

11 **2.6. The Parties' Intent.** It is the desire of the Parties to fully, finally, and forever settle,
12 compromise, and discharge any and all claims, rights, demands, charges, complaints, causes of action,
13 obligations or liability of any and every kind that were or could have been asserted in the Action, to the
14 extent that such claims arise out of the alleged facts, circumstances, and occurrences underlying the
15 allegations as set forth in the claims in the First Amended Complaint.

16 **NOW THEREFORE**, in consideration of the covenants and agreements set forth herein, and of
17 the release and dismissal of all Released Claims, the Parties stipulate and agree to the terms and
18 provisions of this Settlement and Agreement, subject to the approval of the Court.

19 **3. NOTICE TO AGGRIEVED EMPLOYEES**

20 **3.1. Settlement Administrator.** The Parties request that the Court appoint Phoenix
21 Settlement Administrators as Settlement Administrator. The Parties agree that settlement administration
22 costs shall not exceed \$9,500, based on a written bid received from the Settlement Administrator. All
23 disputes relating to the Settlement Administrator's performance of its duties, after good-faith efforts by
24 the Parties to first resolve such disputes, will be referred to the Court, if necessary, which will have
25 continuing jurisdiction over this Agreement until all payments and obligations contemplated by this
26 Agreement have been fully completed.

27 **3.2. Aggrieved Employee Data For Settlement Administrator.** Within 21 calendar days of
28 the full execution of this Agreement, Defendant shall provide to the Settlement Administrator the

1 following information: (1) name of each Aggrieved Employee; (2) most current known address of each
2 Aggrieved Employee; (3) social security number of each Aggrieved Employee; and (4) the total number
3 of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period. Upon receipt of
4 this information from Defendant, the Settlement Administrator shall perform a search based on the
5 National Change of Address Database maintained by the United States Postal Service to update and
6 correct any known or identifiable address changes. Additionally, within 10 days of receipt of the
7 Aggrieved Employee Data, the Administrator shall inform the Parties if the Escalator has been triggered
8 so that the Parties will have sufficient time to advise the Court at the approval hearing and provide the
9 court with an updated Order reflecting the increased Gross Settlement Amount, if applicable.

10 **3.3. Confidentiality Of Aggrieved Employee Contact Information And Data.** The contact
11 information is being provided confidentially to the Settlement Administrator only (not to Plaintiffs'
12 counsel), and the Settlement Administrator shall treat the information as private and confidential and
13 take all necessary precautions to maintain the confidentiality of contact information of the Aggrieved
14 Employees. This information is to be used only to carry out the Settlement Administrator's duties as
15 specified in this Settlement Agreement. The Settlement Administrator shall return the Aggrieved
16 Employee data to Defendant or confirm its destruction upon completion of the Settlement
17 Administrator's duties in administering the Settlement.

18 **4. DISTRIBUTION OF SETTLEMENT PROCEEDS**

19 **4.1. Gross Settlement Amount.** Defendant agreed to pay up to a maximum Gross Settlement
20 Amount of \$1,835,000. The \$1,835,000 Gross Settlement Amount refers to the maximum settlement
21 payment Defendant may be obligated to make in connection with the Settlement or Agreement and shall
22 include all Individual Settlement Payments made to Aggrieved Employees, all Settlement Administrator
23 administration costs, the Service Awards, the LWDA Payment, and attorneys' fees and expenses. The
24 Gross Settlement Amount shall be funded by wire thirty (30) calendar days after the Effective Date.

25 **4.2. Aggrieved Employee Size Estimates and Escalator Clause.** This settlement is based on
26 data provided by Defendant showing that the Aggrieved Employees collectively worked 98,526 PAGA
27 Pay Periods between July 30, 2020 and March 21, 2025. It is estimated that the Aggrieved Employees
28 collectively worked approximately 102,243 PAGA Pay Periods through May 27, 2025. As such, the

Parties agree that, should the total number of PAGA Pay Periods exceed 102,243 by more than 10% (e.g., greater than 112,467 PAGA Pay Periods during the PAGA Period), then the Gross Settlement Amount shall increase by \$18.34 for each additional PAGA Pay Period above 112,467.

4.3. Attorneys' Fees and Costs. Plaintiffs' Counsel intends to request that the Court approve an attorneys' fees and costs award for (a) attorneys' fees in an amount up to 1/3 of the Gross Settlement Amount (or \$611,605.50) which Plaintiffs' counsel shall split 33.33% to Lauby, Mankin & Lauby LLP and 33.33% to the Bokhour Law Group, P.C. and 33.34% to Blumenthal Nordrehaug Bhowmik De Blouw LLP. and (b) actual costs in the amount of up to \$40,000, supported by adequate documentation by Plaintiffs' counsel's billing statement. Except as provided in this Agreement, Defendant shall have no liability for any other attorneys' fees or costs.

4.3.1 Approval of Attorneys' Fees and Costs Award Not Material. The Court's approval of an attorneys' fees or costs award is not a material term of the Settlement or this Agreement. If the Court does not approve or approves only a lesser amount than that requested by Plaintiffs' counsel for attorneys' fees or costs, the other terms of the Settlement and this Agreement shall still apply. The Court's refusal to approve the attorneys' fees or costs award requested by Plaintiffs' Counsel does not give the Aggrieved Employees or Plaintiffs' counsel any basis to abrogate the Settlement or this Agreement. Any amount of an attorneys' fees and costs award requested by Plaintiffs' Counsel but unapproved by the Court shall be allocated to the Net Settlement Amount.

4.3.2 Timing of Payment of Attorneys' Fees and Costs. The Settlement Administrator shall pay to Plaintiffs' counsel any approved attorneys' fees and costs award fourteen (14) calendar days after the full funding of the Gross Settlement Amount as set forth in Section 4.1. The Settlement Administrator shall issue an Internal Revenue Service Form 1099 to Plaintiffs' counsel for any attorneys' fees and costs award payment. Plaintiffs' counsel shall be solely and legally responsible for paying all applicable taxes on any attorneys' fees and costs award payments and shall indemnify and hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payment.

4.4. Service Awards. Plaintiffs' Counsel intends to request that the Court approve a Service Award of up to \$10,000 for Plaintiff Abdelmalak and \$10,000 for Plaintiff Salvador for their additional

1 participation in the Actions and such payment shall not be subject to payroll taxes or withholdings. Any
2 Service Award payment is in addition to each Plaintiffs' Individual Settlement Payment.

3 **4.4.1 Service Awards Not Material.** The Court's approval of the Service Awards is
4 not a material term of the Settlement or this Agreement. If the Court does not approve or approves only
5 a lesser amount than that requested by Plaintiffs' counsel for the Service Awards, the other terms of the
6 Settlement and this Agreement shall apply. The Court's refusal to approve the Service Awards requested
7 by Plaintiffs' counsel does not give either the Plaintiffs or Plaintiffs' counsel any basis to abrogate the
8 Settlement or this Agreement. Any amount of a Service Award requested by Plaintiffs' Counsel but
9 unapproved by the Court shall be allocated to the Net Settlement Amount.

10 **4.4.2 Timing of Service Award Payments.** The Settlement Administrator shall pay to
11 the Plaintiffs any approved Service Award payments fourteen (14) calendar days after the full funding of
12 the Gross Settlement Amount set forth in Section 4.1. The Settlement Administrator shall issue an IRS
13 Form 1099 to the Plaintiffs for any Service Awards payment. The Plaintiffs shall be solely and legally
14 responsible for paying all applicable taxes on any Service Awards and shall indemnify and hold
15 harmless Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of
16 the payment.

17 **4.5. Settlement Administration Costs.** Plaintiffs' Counsel intends to request that the Court
18 approve Settlement Administration Costs of up to \$9,500. Upon completion of administration of the
19 Settlement, the Settlement Administrator shall provide written certification of such completion to
20 Plaintiffs' Counsel and Defendant's Counsel. The Parties agree to cooperate in the settlement
21 administration process and to make all reasonable efforts to control and to minimize settlement
22 administration costs.

23 **4.6. LWDA Payment.** Plaintiffs' Counsel will seek approval for a Private Attorneys General
24 Act ("PAGA") payment out of the Gross Settlement Amount of \$1,835,000, which shall be allocated as
25 75% of the payment going to the LWDA as the LWDA's share of the settlement of civil penalties paid
26 under this Agreement pursuant to the PAGA.

27 **4.7. Individual Settlement Payments From the Net Settlement Amount.** This Settlement
28 shall be a non-reversionary Settlement. Each Aggrieved Employee shall be entitled to an Individual

Settlement Payment consisting of their share of the Net Settlement Amount, in accordance with the formula set forth below.

4.7.1 Calculation and Payment of Individual Settlement Payment.

The Aggrieved Employees shall have their share of the Individual Settlement Payment paid one hundred percent (100%) as civil penalties for which no taxes will be withheld and for which a Form 1099 will be issued by the Settlement Administrator. The Individual Settlement Payment shall be determined based on the following formula:

(1) The payment to Aggrieved Employees will be based on the number of PAGA Pay Periods that each Aggrieved Employee worked for Defendant during the PAGA Period. Partial PAGA Pay Periods will be counted as full PAGA Pay Periods.

(2) Aggrieved Employees shall receive a portion of the Net Settlement Amount proportionate to the number of PAGA Pay Periods worked by that Aggrieved Employee during the PAGA Period compared to the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period.

(3) The amount to be paid per PAGA Pay Period will be calculated by dividing the Net Settlement Amount that will be paid to Aggrieved Employees by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period.

(4) Defendant's records shall be determinative for purposes of calculating the number of PAGA Pay Periods worked and any payments to Aggrieved Employees.

4.8. Distribution of Individual Settlement Payments. Each Aggrieved Employee's portion of the Net Settlement Amount shall be distributed as one check.

4.9. Timing of Individual Settlement Payments. The Settlement Administrator shall issue the distribution of the Individual Settlement Payments no later than fourteen (14) calendar days after the funding of the Gross Settlement Amount.

4.10. Mailing Of Notice Of PAGA Settlement. The Settlement Administrator shall mail the Notice of PAGA Settlement to the Aggrieved Employees concurrently with mailing the Individual Settlement Payments to the Aggrieved Employees.

1 **4.11. Undeliverable or Uncashed Checks.** Any settlement checks distributing Individual
2 Settlement Payments returned to the Settlement Administrator as undeliverable shall be sent within 5
3 calendar days via First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding
4 address is provided, the Settlement Administrator shall attempt to determine the correct address using
5 the National Change of Address Database maintained by the United States Postal Service, and it shall
6 then perform a re-mailing within 5 calendar days. The amount of any Individual Settlement Payments
7 that remain undeliverable or uncashed 180 calendar days after the postmarked date of the initial mailing
8 of the Individual Settlement Payments will be sent to the California State Controller's Office to be held
9 as "Unclaimed Property" in the name of the Aggrieved Employee. The Settlement Administrator shall
10 notify Plaintiffs' Counsel and Defendant's Counsel of any undeliverable checks.

11 **4.12. Tax Payment Considerations.** The Parties agree that all Individual Settlement Payments
12 are paid 100% as civil penalties and shall not be subject to payroll tax withholdings. The Settlement
13 Administrator shall issue any necessary IRS Form 1099 to Aggrieved Employees for their respective
14 Individual Settlement Payments. Aggrieved Employees shall indemnify and hold harmless Released
15 Parties from any claim or liability for taxes, fees, costs, penalties, or interest arising as a result of the
16 payments. Plaintiffs' Counsel, Defendant's Counsel, Released Parties, and the Settlement Administrator
17 are not giving any tax advice in connection with the Settlement or any payments to be made pursuant to
18 this Agreement.

19 **4.13. No Impact On Contributions To Employee Benefit Plans.** None of the payments made
20 pursuant to the Settlement and this Agreement shall be considered to alter the terms or to grant any
21 rights to additional payments under any employee benefit plans, including but not limited to employee
22 stock ownership or benefit plans. None of the payments made pursuant to the Settlement and this
23 Agreement shall be considered for purposes of determining eligibility for, vesting or participation in, or
24 contributions to any employee stock ownership or benefit plan, including, without limitation, all plans
25 subject to the Employee Retirement and Income Security Act of 1974 ("ERISA"). Any distribution of
26 payments to Plaintiffs or Aggrieved Employees shall not be considered as a payment of wages or
27 compensation under the terms of any applicable employee stock ownership or benefit plan and shall not
28 affect participation in, eligibility for, vesting in, the amount of any past or future contribution to, or level

1 of benefits under any applicable plan.

2 Any amounts paid will not impact or modify any previously credited hours of service or
3 compensation taken into account under any bonus or incentive plan, benefit plan sponsored or
4 contributed to by Defendant or any jointly-trusted benefit plan, or for purposes of calculating the
5 regular rate of pay. For purposes of this Agreement, "benefit plan" means each and every "employee
6 benefit plan," as defined in 29 U.S.C. Section 1002(3), and, even if not thereby included, any 401(k)
7 plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing,
8 retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation,
9 or any other similar benefit plan, practice, program, or policy.

10 **5. RELEASES**

11 **5.1. Released Claims by Aggrieved Employees.** Upon full funding of the Gross Settlement
12 Amount, the State of California, each Aggrieved Employee, including Plaintiffs, and each of their
13 respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses,
14 or guardians, will release Defendant and each of the Released Parties of and from any and all claims for
15 PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in
16 the operative First Amended Complaint and the PAGA Notices submitted by Plaintiffs to the LWDA,
17 which occurred during the PAGA Period, including but not limited to all PAGA claims seeking civil
18 penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3)
19 failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to pay vested vacation, (6)
20 failure to pay sick pay, (7) failure to timely pay wages each period, (8) failure to timely pay wages upon
21 separation of employment, (9) failure to provide accurate itemized wage statements, (10) failure to
22 reimburse reasonable and necessary business expenses, (11) any and all claims arising out of alleged
23 violations of the California Labor Code, including sections 200, 201, 201.3, 201.5, 201.6, 201.8, 201.9,
24 202, 203, 204, 205.5, 208, 210, 218.5, 218.6, 221, 222, 223, 226, 226.3, 226.7, 227.3, 229, 245-249,
25 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199,
26 1199.5, 1776, 2800-2802, Code of Regulations Title 8 section 11050, and the applicable IWC wage
27 order, (12) interest, (13) attorneys' fees and costs, and (14) all other claims for civil penalties
28 recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or

claims alleged in the LWDA notice letters and Operative Complaint (the “Released Claims”). The Released Claims do not release any Aggrieved Employees’ claims for wages or statutory penalties.

5.2. Acknowledgement of Binding Terms of the Settlement, Despite Other Potential Claims. Plaintiffs and the Aggrieved Employees acknowledge that they may hereafter discover facts or law different from, or in addition to, the facts or law they know or believe to exist with respect to the Released Claims. Plaintiffs and the Aggrieved Employees nonetheless agree that this Agreement and the Released Claims contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or law regarding such Released Claims. These releases do not include any claims that cannot be waived as a matter of law, but the Aggrieved Employees agree that they will not accept any monetary recovery or benefit from any proceedings relating to any such claims.

5.3. No Admission of Liability. By entering into this Agreement, Defendant in no way admits any violation of law or any liability whatsoever to the Aggrieved Employees, individually or collectively, and expressly denies all such liability. Neither this Agreement, nor any other Settlement documents, shall be offered in any case or proceeding as evidence of any admission by Defendant of any liability on any claim for damages, penalties, restitution, or any other relief. Likewise, by entering into this Agreement, Defendant in no way admits to the suitability of this case for representative action litigation, other than for purposes of Settlement. Rather, Defendant enters into this Agreement to avoid further protracted litigation and to resolve and to settle all disputes with the Aggrieved Employees.

The Parties understand and agree that this Agreement and all exhibits thereto are settlement documents and shall be inadmissible for any purpose in any proceeding, except an action or proceeding to approve, interpret, or enforce the terms of this Agreement. The Parties agree that, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement.

6. MISCELLANEOUS

6.1. Interim Stay of Proceedings. The Parties agree to refrain from further litigation, except such proceedings necessary to implement and to obtain approval of the terms of the Agreement. If the Settlement is not approved, the Parties agree that they will revert to their positions in the lawsuit prior to

1 the time the Settlement was reached, and no agreements set forth in this Agreement or any documents
2 generated or orders issued related to the Settlement will be admissible in any future proceeding in this or
3 any other action.

4 **6.2. Parties' Authority.** The signatories hereto represent that they are fully authorized to
5 enter into this Agreement and are fully authorized to bind the Parties to all terms stated herein

6 **6.3. Entire Agreement.** This Agreement, which includes the Definitions, Recitals, and all
7 Exhibits attached hereto, constitutes the entire agreement between the Parties with regard to the subject
8 matter contained herein, and all prior and contemporaneous negotiations and understandings between
9 the Parties shall be deemed merged into this Agreement.

10 **6.4. Materiality of Terms.** The Parties have arrived at this Agreement as a result of arm's-
11 length negotiations. Where stated in this Agreement, certain terms are material and revision of these
12 material terms will allow a Party the option to void this Agreement.

13 **6.5. Counterparts.** This Agreement may be executed in counterparts, and when each party
14 has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and
15 when taken together with other signed counterparts, shall constitute one signed Agreement, which shall
16 be binding upon and effective as to all Parties.

17 **6.6. Facsimile or Scanned Signatures For This Agreement.** Any party may sign and deliver
18 this Agreement by signing on the designated signature block and transmitting that signature page via
19 facsimile or as an attachment to an e-mail to counsel for the other party. Any signature made and
20 transmitted by facsimile or as an attachment to an e-mail for the purpose of executing this Agreement
21 shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party
22 who transmits the signature page.

23 **6.7. Binding Effect.** This Agreement shall be binding upon the Parties and, with respect to
24 the Plaintiffs, Aggrieved Employees, their spouses, children, representatives, heirs, administrators,
25 executors, beneficiaries, conservators, attorneys, and assigns.

26 **6.8. Waivers and Modifications to Be in Writing.** No waiver, modification, or amendment
27 of the terms of this Agreement, whether purportedly made before or after the Court's approval of this
28 Agreement, shall be valid or binding, unless in writing, signed by or on behalf of all Parties and then

only to the extent set forth in such written waiver, modification, or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement. The time periods and dates provided in this Agreement with respect to giving of notices and hearings are subject to Court approval and modification by the Court or by written stipulation of Plaintiffs' Counsel and Defendant's Counsel.

Any notice to be given pursuant to this Agreement shall be made by email and overnight delivery to Plaintiffs' Counsel or Defendant's Counsel. If Aggrieved Employees have questions about this Agreement or their Individual Settlement Payments, they must contact the Settlement Administrator, rather than Defendant. Defendant shall have no obligation to respond to communications by Aggrieved Employees.

6.8.1 Exhibits Incorporated by Reference. The terms of this Agreement include the terms set forth in any attached exhibit, which are incorporated by this reference as though fully set forth herein. Any exhibit to this Agreement is an integral part of the Settlement.

6.8.2 Captions. The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

6.8.3 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to render all provisions of this Agreement valid and enforceable.

6.9. Further Acts and Cooperation Between the Parties. The Parties shall cooperate fully with each other and shall use their best efforts to obtain the Court's approval of this Agreement and all of its terms. Each of the Parties, upon the request of another, agrees to perform such further acts and to execute and to deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

1 **6.10. No Prior Assignments or Undisclosed Liens.** The Plaintiffs and Plaintiffs' Counsel
2 represent and warrant that they have not assigned, transferred, conveyed, or otherwise disposed of, or
3 purported to assign, transfer, convey, or otherwise dispose of, any Released Claims or the attorneys' fees
4 and costs award to be paid pursuant to this Agreement. The Plaintiffs and Plaintiffs' Counsel further
5 represent and warrant that there are not any liens or claims against any of the amounts to be paid by
6 Defendant pursuant to this Agreement. The Plaintiffs and Plaintiffs' Counsel agree to defend, to
7 indemnify, and to hold Defendant and Released Parties harmless from any liability, losses, claims,
8 damages, costs, or expenses, including reasonable attorneys' fees, resulting from a breach of these
9 representations or from any lien or assignment.

10 **6.11. Discovery of Confidential Documents and Information.** Plaintiffs' Counsel agree that
11 they will destroy all confidential documents and information provided to them by Defendant within 60
12 calendar days after the completion of the administration of the Settlement. Plaintiffs' Counsel further
13 agrees that none of the documents and information provided to them by Defendant shall be used for any
14 purpose other than prosecution of this Action or the defense or prosecution of a malpractice action.

15 **6.12. No Tax Advice.** Neither Plaintiffs' Counsel, Defendant's Counsel, Defendant, or any
16 Released Parties intend anything contained in this Settlement or Agreement to constitute advice
17 regarding taxes or taxability, nor shall anything in this Settlement or Agreement be relied upon as such
18 within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended)
19 or otherwise.

20 **6.13. No Media Announcements.** Neither side shall make any public statements to the news,
21 print, electronic, or Internet media concerning the Settlement, and both sides shall decline to respond to
22 media inquiries concerning the Settlement. Plaintiffs' Counsel shall not publicize the settlement in their
23 marketing materials, website, or other advertising media.

24 **6.14. Continuing Jurisdiction.** The Court shall retain jurisdiction over the implementation of
25 this Agreement as well as any and all matters arising out of, or related to, the implementation of this
26 Agreement and Settlement. The Court shall not have jurisdiction to modify the terms of the Agreement
27 without the consent of all of the Parties.
28

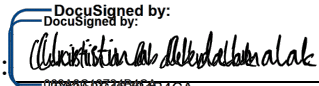
6.15. **Disputes.** If the Parties have a dispute with regard to the language of this Agreement, they agree to first attempt to resolve the dispute informally through good-faith negotiations with mediator Marc Feder, but if those efforts are unsuccessful, they agree to mediate any such dispute. The Parties will split the costs of the mediator, and all parties will bear their own fees and costs.

6.16. **Governing Law.** This Settlement and Agreement was made and entered into in the State of California. All terms of this Agreement shall be governed by and interpreted according to the substantive laws of the State of California and the procedural laws of the United States of America.

SO AGREED AND SO STIPULATED.

DATED: 10/6/2025, 2025

PLAINTIFF CHRISTINA ABDELMALAK

By: 
Christina Abdelmalak

DATED: 10/10/2025, 2025

PLAINTIFF PAZ SALVADOR

By: 
Paz Salvador

DATED: 10/14/25, 2025

DEFENDANT PRIME HEALTHCARE ANAHEIM, LLC

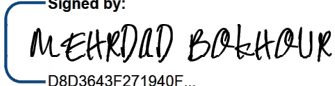
By: 

Print Name: Billie Pierce

Title: Vice President, Deputy General Counsel

DATED: October 7, 2025

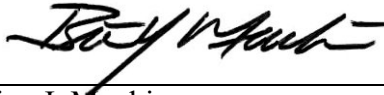
BOKHOUR LAW GROUP, PC

By: 
Mehrdad Bokhour

Attorneys for Plaintiffs

1 DATED: Oct. 7, 2025

LAUBY, MANKIN & LAUBY LLP

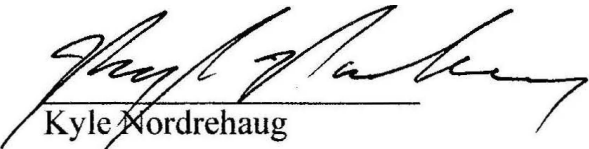
2
3 By: 

Brian J. Mankin
Peter J. Carlson

Attorneys for Plaintiffs

6 DATED: October 10, 2025

BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

8
9 By: 

Kyle Nordrehaug
Nicholas J. De Blouw

Attorneys for Plaintiffs

12 DATED: October 14, 2025

SEYFARTH SHAW LLP

14
15 By: 

Phillip J. Ebsworth
Gina Gi

Attorneys for Defendant
PRIME HEALTHCARE ANAHEIM, LLC

EXHIBIT “B”



BOKHOUR
LAW GROUP

MEHRDAD BOKHOUR
Attorney at Law

1901 Avenue of the Stars | Suite 450
Los Angeles | California 90067

tel 310 975 1493
fax 310 675 0861

July 30, 2021

SUBMITTED VIA LWDA'S PAGA CLAIM NOTICE ONLINE PORTAL

Prime Healthcare Anaheim, LLC
c/o Agent for Service of Process
Attn: Cogency Global Inc.
1325 J Street, Suite 1550
Sacramento, California 95814

Prime Healthcare Anaheim, LLC
3033 West Orange Avenue
Anaheim, California 92804

Re: Christina Abdelmalak v. Prime Healthcare Anaheim, LLC
Notice of Intent to File Suit for California Labor Code § 2698 et seq. Penalties

To Whom It May Concern:

This office, along with Lauby, Mankin & Lauby LLP, represent Christina Abdelmalak (hereinafter "Plaintiff" or "Ms. Abdelmalak") and a proposed group of current and former employees working for Prime Healthcare Anaheim, LLC ("Prime" or the "Company") in the State of California for violations of the Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199 and 1199.5, and all applicable Industrial Welfare Commission Wage Orders ("Wage Orders").

This letter shall serve as notification under Labor Code § 2699.3 (hereinafter "PAGA Notice"). The \$75 filing fee made payable to the California Labor and Workforce Development Agency for the Private Attorneys General Act Notice ("PAGA Notice") and a copy of this PAGA Notice was submitted electronically to the Department of Industrial Relations.

Ms. Abdelmalak wishes to bring a representative action on behalf of herself and the State of California as well as on behalf of the following group of "Aggrieved Employees":

All non-exempt employees who worked for Prime Healthcare Anaheim, LLC in California during the one year immediately preceding the filing of this PAGA Notice and continuing into the present and ongoing. ("Aggrieved Employees")

Founded in 1964, West Anaheim Medical Center is a large acute-care hospital providing inpatient care and treatment, emergency services, surgical services, comprehensive heart center and diagnostic imaging. Ms. Abdelmalak was employed by Prime as a non-exempt employee responsible for various roles essential to Prime's operations.

At all relevant times, Plaintiff and other aggrieved employees regularly worked various shifts, many of which were in excess of 8.0 hours in a workday and 40.0 hours in a workweek. Ms. Abdelmalak alleges that other aggrieved employees were also subjected to the same policies, procedures, and practices, working conditions, and corresponding wage and hour violations to which Plaintiff was subjected during her employment with Prime.

From at least one year ago and continuing into the present, Prime has had a consistent policy of rounding Plaintiff and other aggrieved employees' time entries to the nearest quarter hour. As a result of this practice, Plaintiff and other aggrieved employees are not compensated for all the hours that they work and all of the overtime hours they work, in violation of Cal. Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199, and applicable Wage Orders.

California courts have held that rounding time policies can be lawful if and when the rounding policy is fair and neutral on its face and 'it is used in such a manner that it will not result, over a period of time, in failure to compensate the employees properly for all the time they have actually worked,' (29 C.F.R. § 785.48; see DLSE Manual, *supra*, §§ 47.1, 47.2.)."

Here, Prime's rounding time policy is not neutral on its face as Plaintiff and other aggrieved employees are subject to discipline, including termination for being tardy in reporting to work, or returning from a meal period. Moreover, because Prime is easily capable of tracking the time worked by aggrieved employees to the minute, the policy itself exists not for the convenience or benefit of the employees who are trying to report their time on timecards or otherwise, but for Prime's benefit. As a result, the policy is not neutral on its face, and over a period of time, Plaintiff and other aggrieved employees were not properly paid for all hours worked in violation of Cal. Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199, and applicable Wage Orders.

Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed by an applicable state or local law, or by an order of the commission a civil penalty, restitution of wages, and liquidate damages as follows: (1) for any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid....[and] (2) [f]or each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. As set forth above, Prime failed to compensate Plaintiff and other aggrieved employees for all hours worked.

Moreover, at all relevant times, Plaintiff and other aggrieved employees worked regular shifts that lasted longer than 8.0 hours in a workday and resulted in Plaintiff and other aggrieved

employees regularly working more than 40 hours in a workweek. However, upon information and belief, aggrieved employees were not properly paid at the correct overtime rate for all overtime hours worked due to Prime's uniform failure to include all forms of compensation/renumeration, including, but not limited to, non-discretionary bonus payments and/or "California Stipend" in calculating the regular rate of pay for purposes of overtime compensation.

Under the California Labor Code (as well as the FLSA), courts have held that regularly paid non-discretionary compensation must be included in determining an employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v. The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency bonuses must be included in calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc.* 435 F. Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgement to Plaintiff under California and federal law on the grounds, that Defendant improperly calculated overtime by excluding annual bonuses paid to employees from the "regular rate of compensation"].)

At all relevant times, Prime consistently paid aggrieved employees non-discretionary compensation and shift differential pay as well as overtime pay, however these forms of compensation were uniformly omitted when calculating non-exempt employees' regular rate of pay for overtime purposes.

Labor Code § 510 requires an employer to compensate an employee who works more than eight (8.0) hours in one workday, forty (40.0) hours in a workweek, and for the first eight (8.0) hours worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than twice the regular rate of pay when an employee works more than twelve (12.0) hours in a workday or more than eight (8.0) hours on the seventh consecutive day of work. Pursuant to Section 3 of the applicable Wage Orders, non-exempt employees shall not be employed more than eight (8.0) hours in any workday or more than 40.0 hours in any workweek unless the employee receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

By their policy of requiring aggrieved employees to work in excess of eight (8) hours in a workday and/or forty (40.0) hours in a workweek without compensating them at the rate of one-half their regular rate of pay, Prime willfully violated the provisions of Labor Code § 510 and the applicable Wage Orders.

Likewise, Plaintiff and other aggrieved employees were not adequately provided with meal period premiums for their missed or non-complaint meal periods as required by Labor Code § 226.7 and *Ferra v. Loews Hollywood Hotel, LLC* (2021) No. S259172. In *Ferra*, the California Supreme Court made clear that payment of meal (and rest) period premiums must include more than just the employee's base hourly rate. The court's holding establishes that the amount to be paid for meal/rest premiums is not the employees' base hourly rate but their "regular rate of compensation," which is used to calculate overtime pay, which includes other forms of

compensation, including non-discretionary bonuses and shift pay Throughout Ms. Atkins's employment, Barbosa failed to adequately pay missed meal and rest period premiums as well as sick and vacation wages at the appropriate regular rate of pay to Plaintiff and aggrieved employees.

Moreover, in light of the COVID-19 pandemic, Prime instituted a uniform policy/practice of conducting temperature checks and screenings for non-exempt employees prior to entering the premises and clocking in for payroll purposes. Sometimes these temperature checks occurred before the non-exempt employee moved on to receive his or her daily work assignment, and sometimes these temperature checks occurred at the same time he or she waited to receive said work assignment. In all events, this process resulted in additional time non-exempt employees did not receive compensation.

As a result, from at least one year ago and continuing until the present, Plaintiff and the aggrieved employees were not paid at least the effective minimum wage for all hours worked.

Furthermore, at all relevant times, Plaintiff and other aggrieved employees were also not provided with 10 minutes of net rest period time for every 4 hours worked, or major fraction thereof as mandated by California law. Specifically, in light of the stringent work demands imposed by Prime, Plaintiff and other aggrieved employees were often unable to take complaint rest periods of 10 minutes time for every 4 hours worked, or major fraction thereof. On occasions when Plaintiff and other aggrieved employees worked more than 10.0 hours in a shift, Prime failed to authorize and/or permit a third mandated rest break. Finally, Plaintiff and other aggrieved employees were not provided rest period premiums for their missed or non-compliant rest breaks.

Accordingly, due to Prime's uniform rest period policies/practices, Plaintiff and other aggrieved employees were also regularly denied legally complaint rest breaks in violation of Labor Code 226.7, 512, and applicable Wage Orders.

As a result of Prime's failure to pay Plaintiff and other aggrieved employees for all hours they were subject to the control of Prime, including all minimum and overtime wages, failure to adequately compensate Plaintiff and other aggrieved employees at the appropriate legal overtime rate, and failure to pay for rest period premiums for missed/non-compliant meal and rest periods, Prime issued wage statements which failed to accurately identify the gross wages earned, the total hours worked, the net wages earned, and the correct corresponding number of hours worked at each hourly rate, in violation of Labor Code §226(a) (1, 2, 5, and 9).

Labor Code § 226(a) obligates employers, semi-monthly or at the time of each payment to furnish an itemized wage statement in writing showing:

- (1) gross wages earned;
- (2) total hours worked by the employee;
- (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece rate;
- (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;

- (5) net wages earned;
- (6) the inclusive dates of the period for which the employee is paid;
- (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number;
- (8) the name and address of the legal entity that is the employer...; and
- (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

In addition, as to Plaintiff and other similarly aggrieved employees, Prime also failed and continues to fail to provide accurate itemized wage statements in accordance with Labor Code § 226(a)(9). Specifically, Prime's wage statements fail to state all applicable hourly rate(s) in effect during the pay period in violation of Labor Code § 226(a)(9) and fail to accurately state total hours worked during the pay period, in violation of Labor Code § 226(a)(2).

Plaintiff is informed and believes that Prime uniformly furnished inaccurate and non-compliant wage statements to Plaintiff and other aggrieved employees which failed to include total hours worked and the applicable hourly rates (including applicable overtime rate) in effect during all pay periods.

Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226."

Thus, for the violations of Labor Code section 226 described above, Plaintiff and other aggrieved employees may also recover Labor Code § 226.3 penalties for Prime's violations of Labor Code § 226(a). As such, the wage statements Prime issued to Plaintiff and other aggrieved employees are in violation of Labor Code § 226 (a)(9). Thus, Plaintiff is an aggrieved employee within the meaning of PAGA and Prime has violated Labor Code §226(a)(9) with respect to Plaintiff and other aggrieved employees. Consequently, because Prime failed to comply with Labor Code § 226(a) and applicable Wage Orders, Plaintiff and other aggrieved employees would be entitled to recover penalties under Labor Code §§ 226(e) and 2698 *et seq.*

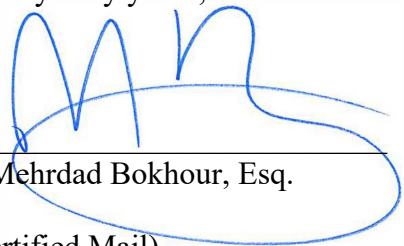
Finally, Prime also failed to comply with the mandates of Labor Code § 204 regarding the timing of the payment of wages to its employees each period, including minimum and overtime wages, as well as meal and rest period premiums. Similarly, Prime failed to comply with the mandates of Labor Code §§ 201 – 203 regarding payment of final wages, as it routinely failed to pay departing Aggrieved Employees within the time limits imposed by California law. Moreover, because of Prime's failure to pay all minimum and overtime wages, and meal and rest period premiums for non-complaint breaks, Prime also failed and continues to fail to pay Plaintiff and other aggrieved employees all wages owed at their time of separation from employment in violation of Labor Code §§ 201-203 and applicable Wage Orders. Thus, aggrieved employees would be entitled to recover penalties under Labor Code §§ 201-203 and 2698 *et seq.*

California Labor and Workforce Development Agency
July 30, 2021
Page 6

Pursuant to Labor Code § 2699.3(a)(2)(A), please advise within sixty-five (65) calendar days of the date of this notice whether your office intends to investigate the violations alleged herein above. We understand that if we do not receive a response from your office within sixty-five (65) calendar days of this PAGA Notice, Plaintiff may thereafter pursue her interests and the interests of similarly aggrieved employees with a civil complaint against Prime for its violations of the California Labor Code and applicable Wage Orders.

While it is our intent to pursue a PAGA representative and/or Class Action lawsuit against Prime for unpaid wages and civil penalties under Labor Code § 2699, it is our firms' policy to attempt to negotiate an early resolution of all matters where possible and beneficial to all aggrieved employees. If Prime is interested in attempting to resolve this matter, please contact me or have your lawyer contact our office so that we can discuss an informal discovery plan and the possibility of early mediation on or before **September 24, 2021**.

Very truly yours,



Mehrdad Bokhour, Esq.

cc: Prime Healthcare Anaheim, LLC (via U.S. Certified Mail)

EXHIBIT “C”

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00459 Abdelmalak v Prime
Healthcare (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Christina Abdelmalak</u> <u>14000-00459 Abdelmalak v Prime Healthcare</u>							
07-30-2021	Approved	E101 Copying 32 copies @ \$0.06 for letters to employer	Aguilera, Sophia J.	0.06	0.00	32.00	1.92
07-30-2021	Approved	E108 Postage Postage for the month of July 2021	Aguilera, Sophia J.	14.94	0.00	1.00	14.94
11-08-2021	Approved	E112 Court fees San Bernardino Superior Court to file complaint	Aguilera, Monica A	1,457.00	0.00	1.00	1,457.00
11-18-2021	Approved	Attorney Service Bosco Inv 6329519 Serve: Prime Healthcare Anaheim, LLC, a Delaware Limited Liability Company Summons; Complaint; Civil Case Cover Sheet; Certificate of Assignment; ADR Court: San Bernardino County Superior Court - Central District	Aguilera, Monica A	139.95	0.00	1.00	139.95
08-01-2022	Approved	E101 Copying 8 copies @ .06 for Nlc of Change of Address	Charito, Tracie	0.06	0.00	8.00	0.48
08-10-2022	Approved	Attorney Service Courtcall ID #11573657 for 8/15/22 CMC	Charito, Tracie	94.00	0.00	1.00	94.00
12-02-2022	Approved	Attorney Service Bosco Inv #8024236 File and conform Opposition Request for Judicial Notice Court: San Bernardino County Superior Court - Central District Completed on: 12/01/2022	Charito, Tracie	99.35	0.00	1.00	99.35
04-12-2023	Approved	Attorney Service Courtcall ID #11684089 for 4/13/23 CMC	Charito, Tracie	72.00	0.00	1.00	72.00
08-08-2023	Approved	Attorney Service TurboCourt Order #8171799 - file Joint Statement	Charito, Tracie	9.95	0.00	1.00	9.95
08-09-2023	Approved	E121 Arbitrators/ mediators JAMS Non-Refundable Arbitration Filing Fee	Charito, Tracie	400.00	0.00	1.00	400.00
08-10-2023	Approved	Attorney Service Courtcall ID #11729368 for 8/11/3 CMC	Charito, Tracie	72.00	0.00	1.00	72.00
11-30-2023	Approved	Attorney Service LoopUp Inv #453620 Dated 11-30-2023	Charito, Tracie	12.92	0.00	1.00	12.92
01-18-2024	Approved	Attorney Service OnLegal Order #22036480 - file Joint Statement	Charito, Tracie	20.68	0.00	1.00	20.68
02-06-2024	Approved	Attorney Service Courtcall ID #11793711 for 2/7/24 CMC	Charito, Tracie	72.00	0.00	1.00	72.00

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00459 Abdelmalak v Prime
Healthcare (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Christina Abdelmalak</u> <u>14000-00459 Abdelmalak v Prime Healthcare</u>							
07-31-2024	Approved	Attorney Service Bosco Inv #11517491 File and Conform in Dept S17 Joint Case Management Conference Statement Court: San Bernardino County Superior Court - Central District Completed on: 7/31/2024	Charito, Tracie	59.95	0.00	1.00	59.95
08-05-2024	Approved	Attorney Service Courtcall ID #11849155 for 8/6/24 CMC	Charito, Tracie	72.00	0.00	1.00	72.00
11-27-2024	Approved	E125 Mediation fees Frank & Feder Inv #4369-5181 for 5/27/25 mediation with Mark Feder, Esq.	Charito, Tracie	2,250.00	0.00	1.00	2,250.00
05-29-2025	Approved	E119 Experts Berger Consulting Group Inv #14354	Charito, Tracie	3,495.00	0.00	1.00	3,495.00
07-29-2025	Approved	Attorney Service OnLegal Order #25877271 - file Stip and Order to Cont CMC and Set MPA	Charito, Tracie	45.32	0.00	1.00	45.32
10-08-2025	Approved	Attorney Service Courtcall ID #11952334 for 10/9/25 CMC	Charito, Tracie	72.00	0.00	1.00	72.00
10-14-2025	Approved	Attorney Service OnLegal Order #26452288 - file Stip and Order to Cont CMC and Set FA	Charito, Tracie	45.32	0.00	1.00	45.32
12-12-2025	Approved	Attorney Service Estimated costs to file FA and supporting documents	Charito, Tracie	200.00	0.00	1.00	200.00
01-07-2026	Approved	Attorney Service Estimated costs for Courtcall for Approval Hearing	Charito, Tracie	144.00	0.00	1.00	144.00

Project Total 8,850.78
Client Total 8,850.78
Grand Total 8,850.78

EXHIBIT “D”



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

November 19, 2025

CASE ASSUMPTIONS

Class Members	2,300
Opt Out Rate	N/A
Opt Outs Received	
Total Class Claimants	2,300
Subtotal Admin Only	\$12,280.20

Flat Fee Total \$12,000.00

For 1,300 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Spanish Translation, Printing & Mailing Included

Case: Abdelmalak v. Prime Healthcare, PAGA Administration

Phoenix Contact: Michael E. Moore

Contact Number: 949.331.0131

Email: mike@phoenixclassaction.com

Requesting Attorney: Brian J. Mankin

Firm: Lauby, Mankin & Lauby

Contact Number: (951) 320-1444

Email: brian@lmlfirm.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on **1,300** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 day

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	1	\$100.00
Toll Free Setup*	\$100.00	1	\$100.00
Call Center & Long Distance	\$2.50	239	\$597.50
NCOA (USPS)	\$400.00	1	\$400.00
Total			\$1,397.50

* Up to 120 days after disbursement

Data Merger & Scrub / PAGA Letter & Check / Postage / Spanish Translation

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	1	\$100.00
Spanish Translation	\$150.00	1	\$150.00
Data Merge & Duplication Scrub	\$0.09	2,300	\$207.00
PAGA Letter and Check Packet	\$1.00	2,300	\$2,300.00
Estimated Postage (up to 1 oz.)*	\$0.70	2,300	\$1,610.00
Total			\$4,367.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing PAGA Packets / Tracking & Programming Undeliverables				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$55.00	7		\$385.00
Skip Tracing Undeliverables	\$0.75	314		\$235.50
Remail PAGA Packets	\$1.00	311		\$311.00
Estimated Postage	\$0.70	311		\$217.70
Programming Undeliverables	\$50.00	1		\$50.00
Total				\$1,199.20

Case Management				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$55.00	8		\$440.00
Case Manager	\$85.00	5		\$425.00
Total				\$865.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$135.00	1		\$135.00
Disbursement Review	\$135.00	1		\$135.00
Programming Manager	\$95.00	2		\$190.00
QSF Bank Account & EIN	\$135.00	1		\$135.00
Check Run Setup & Printing	\$135.00	10		\$1,350.00
Total				\$1,945.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$115.00	2	\$230.00
Remail Undeliverable Checks (Postage Included)	\$1.50	161	\$241.50
Case Associate	\$55.00	3	\$165.00
Reconcile Uncashed Checks	\$85.00	5	\$425.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	3	\$345.00
QSF Annual Tax Reporting *	\$700.00	1	\$700.00
(State Tax Reporting & Escheating Uncashed Checks to the State of CA included)			
Total			\$2,506.50

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$12,280.20



CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT “E”

EXHIBIT “F”

Insert Settlement Administrator

Insert Address

Insert Phone Number

[Aggrieved Employee]

[Address]

[Address]

Re: *Christina Abdelmalak and Paz Salvador v. Prime Healthcare Anaheim, LLC*
San Bernardino County Superior Court, Case No. CIVSB2127232

Dear [Aggrieved Employee]:

Enclosed is your payment from the settlement of a lawsuit entitled *Christina Abdelmalak and Paz Salvador v. Prime Healthcare Anaheim, LLC*, which was pending in the Superior Court of the State of California for the County of San Bernardino, Case No. CIVSB2127232 (the “Lawsuit”).

Plaintiffs Christina Abdelmalak and Paz Salvador (“Plaintiffs”) brought claims against Defendant Prime Healthcare Anaheim, LLC (“Defendant”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”). The Lawsuit was brought on behalf of the State of California and all current and former non-exempt hourly employees working for Defendant in California at any time between July 30, 2020 to May 27, 2025 (the “Aggrieved Employees”). The Lawsuit alleges that Defendants failed to pay all required minimum and overtime wages, failed to provide compliant meal and rest breaks, failed to reimburse business expenses, failed to timely pay wages each period and upon separation of employment, failed to provide accurate itemized wage statements, failed to pay all sick pay owed, and engaged in the unlawful deduction from wages and failure to provide access to or copies of personnel records. As such, the Lawsuit sought civil penalties under PAGA on behalf of the State of California and all similarly situated Aggrieved Employees.

Defendant emphatically denies that it violated any provisions of the California Labor Code and contends that its practices complied with all requirements of California law. Nevertheless, without admitting any wrongdoing, Defendant agreed to resolve this case by way of settlement. And, according to Defendant’s records, you are an “Aggrieved Employee” because you were employed by and worked for Defendant as a nonexempt hourly employee between July 30, 2020, and May 27, 2025.

The Court approved the settlement on [REDACTED], 2026. Under California law, any settlement of a PAGA case results in 75 percent of the awarded penalty being paid to the State of California and 25 percent of the penalty being paid to the Aggrieved Employees who worked during the PAGA Period. The settlement only covers claims for civil penalties alleged in the Lawsuit under PAGA (Labor Code section 2699) for the PAGA Period. Your share of the PAGA settlement is the enclosed settlement check. You have 180 days to cash the settlement check. Checks remaining uncashed for more than 180 days after issuance will be voided and funds represented thereby will be remitted by the State Controller’s Office for the State of California in the name of the Aggrieved Employee that did not cash their check.

For more information, you may inspect the Court’s files and the Joint Stipulation of PAGA Settlement and Release of Claims at Office of the Clerk, San Bernardino County Superior Court, located at 247 West Third Street San Bernardino CA 92415, during regular court hours. You may also contact the Settlement Administrator using the contact information listed above for more information.