FALAKASSA LAW, P.C.
Joshua S. Falakassa, CA Bar No. 295045
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

BOKHOUR LAW GROUP, P.C.
Mehrdad Bokhour, Esq., CA Bar No. 285256
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

Attorneys for Plaintiffs and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

ALEXIS BOBBITT and LUCIA LOPEZ, on behalf of themselves, the State of California, and on behalf of similarly aggrieved employees, Plaintiffs, v. AURORA VISTA DEL MAR, LLC, a California Limited Liability Company; and DOES 1-50, inclusive. Defendant.	CASE NO.: 56-2022-00563179-CU-OE-VTA [Consolidated with Case No. 56-2023-00574248-CU-OE-VTA] **DECLARATION OF MEHRDAD BOKHOUR IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT** **<u>Hearing Information:</u>** Date: January 21, 2026 Time: 8:30 a.m. Dept.: J4

DECLARATION OF MEHRDAD BOKHOUR

I, Mehrdad Bokhour, declare as follows:

1. I am an attorney licensed to practice before all courts of the State of California. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would competently testify thereto. I am the principal of Bokhour Law Group, P.C., counsel of record for named Plaintiffs Alexis Bobbitt and Lucia Lopez (collectively, "Plaintiffs"). Along with co-counsels Falakassa Law, P.C., and James Hawkins, APLC, my firm represents Plaintiffs in their individual capacities, on behalf of the State of California as private attorneys general, and on behalf of other similarly situated aggrieved employees in this action against Defendant Aurora Vista Del Mar, LLC ("Defendant") (together with Plaintiffs, the "Parties").

2. I submit this declaration in support of Plaintiffs' Motion for Approval of PAGA Settlement pursuant to the Private Attorneys General Act of 2004 ("Plaintiffs' Motion").

3. I graduated from the University of California, Berkeley in 2007 with a Bachelor of Arts in Political Science. I received my Juris Doctor from Loyola Law School, Los Angeles in 2012 and was admitted to the California State Bar in December of that year.

4. I began my legal career focusing on plaintiff-side employment litigation, with an emphasis on disability discrimination and harassment claims under the California Fair Employment and Housing Act. In 2014, after several years of practice, I founded my own law firm dedicated exclusively to representing employees in matters involving unpaid wages, discrimination, harassment, and retaliation.

5. I am an active member of the California Employment Lawyers Association and have participated in numerous Continuing Legal Education courses focused on advocacy for employees.

6. I have been recognized as a "Super Lawyer Rising Star" in Employment Litigation from 2017 through 2022 and as a "Super Lawyer" in 2023 and 2024—an honor awarded to no more than 2.5% of attorneys in the field. I have also been recognized by *TopVerdicts.com* for achieving several of the top wage-and-hour class and PAGA action settlements in California.

7. I am admitted to practice before all courts of the State of California as well as the United States District Courts for the Central, Northern, Eastern, and Southern Districts of

California. I have litigated numerous class and representative actions under the Private Attorneys General Act ("PAGA") in courts throughout the state.

8. In addition to the present case, I have served as counsel in numerous wage-and-hour class and PAGA representative actions. I have substantial experience litigating complex employment matters and have devoted the majority of my practice to California wage-and-hour class and PAGA actions on behalf of employees. My firm possesses the experience, resources, and commitment necessary to provide effective and adequate representation as PAGA Counsel. Currently, my firm serves as counsel in more than twenty-five wage-and-hour class and/or PAGA actions and as co-counsel in at least twenty additional such matters. I am well-versed in evaluating PAGA claims and assessing the viability of potential defenses.

9. Here, Plaintiffs' operative claims are brought on behalf of individuals (the "Aggrieved Employees") who worked in an hourly, non-exempt position for Defendant in California from December 21, 2020, to May 2, 2025 (the "PAGA Period").

10. First, Plaintiffs alleged that Defendant failed to properly calculate and pay overtime and sick time wages due to, among other things, violations of the regular rate of pay requirements and the alternative work schedule. Plaintiffs also alleged that Aggrieved Employees were denied compliant meal and rest periods, as a result of Defendant's policies, practices, and the nature of the work.

11. Finally, Plaintiffs alleged that Defendant also allegedly failed to pay timely wages at separation, and issued inaccurate itemized wage statements or otherwise failed to maintain records, thereby incurring civil penalties under PAGA.

12. Following informal discovery and a robust exchange of data and documents, the Parties participated in private mediation before David Phillips, Esq., an experienced wage and hour mediator. Through the mediator's and the Parties' efforts at and following mediation, the Parties were able to reach a resolution of the action.

13. Defendant is a behavioral health facility headquartered in Ventura, California, providing inpatient and outpatient psychiatric care.

14. Plaintiff Bobbitt was employed by Defendant as a non-exempt Mental Health Worker

and nurse. Plaintiffs allege that throughout the PAGA Period, Plaintiffs and other Aggrieved Employees—including nurses, mental health workers, non-exempt clinical staff, and other non-exempt positions—were responsible for executing Defendant's business operations across California. Plaintiffs allege that these employees were uniformly subjected to the same systemic wage and hour violations, driven by Defendant's common policies, procedures, and working conditions.

15. On February 24, 2022, Plaintiff Alexis Bobbitt filed an action in the Superior Court of California, County of Ventura, Case No. 56-202100561558-CU-OE-VTA, against Defendant (the "Bobbitt Action") alleging a single cause of action against Defendant for civil penalties under the PAGA based on allegations that Defendant failed to pay all minimum and overtime wages and sick time wages; failed to provide compliant meal and rest periods; failed to issue accurate itemized wage statements and/or maintain records; and failed to timely pay wages during and upon separation of employment. On January 6, 2023, Plaintiff Lucia Lopez filed an action in the Superior Court of California, County of Ventura, Case No. 56-2023-00574248-CU-OE-VTA, against Defendant (the "Lopez Action") alleging similar, overlapping violations under the PAGA against Defendant.

16. The Parties in the Bobbitt Action and the Lopez Action thereafter agreed to a collective settlement (described hereinafter) and therefore agreed to consolidate the two actions into Case No. 56-2022-00563179-CU-OE-VTA (this "Action"); the Parties have submitted to the Court a stipulation to consolidate, and all future filings in both matters shall be made under the Bobbitt Action, which is the earlier filed case.

17. Attached hereto as **Exhibit "A"** is a true and correct copy of Plaintiffs' letters to the California Labor and Workforce Development Agency ("LWDA").

18. The parties agreed to attend private mediation and put a hold on formal discovery.

19. The parties selected David Phillips, Esq. to serve as neutral mediator.

20. In advance of mediation, the Parties engaged in an informal exchange of relevant information and documents. Defendant produced policy documents and a sampling of time and payroll records, which enabled PAGA Counsel to conduct a thorough analysis of liability exposure, identify representative violations, and formulate damages and penalties model. As part of this informal discovery, PAGA Counsel analyzed issues including, but not limited to, meal and rest period

violations, regular rate miscalculations, expense reimbursements, wage statement violations, and late payment penalties. Plaintiffs also reviewed applicable policies, practices, and pay data to evaluate the risks and potential recovery at trial. Defendant provided a 20% sampling of data and information regarding 400 Aggrieved Employees during the relevant time period.

21. Following these efforts, the Parties participated in a full-day mediation on May 2, 2025, before David Phillips, Esq., a respected and experienced mediator of complex wage and hour class and PAGA actions. With the mediator's assistance, the Parties reached a negotiated resolution of the claims asserted in this action. The Parties thereafter memorialized the material terms in a formal Private Attorneys General Act Settlement Agreement, which is now presented to the Court for review and approval. Pursuant to a stipulation by the parties and the order executed by this Court, on July 21, 2025, Plaintiff Bobbitt filed a First Amended Representative Action Complaint ("Operative Complaint") asserting an additional claim for failure to pay overtime wages based on an invalid Alternative Workweek Schedule. Subsequently, pursuant ot the stipulation of the parties, both matters were deemed consolidated.

22. Attached hereto as **Exhibit B** is a true and correct copy of the fully executed PAGA Settlement Agreement (the "Settlement Agreement" and/or the "Settlement").

23. Based upon my experience and after factoring in the risks explained below, I believe that the proposed Settlement is fair and reasonable. As such and for the reasons set forth below, I believe that the Settlement should be approved.

24. This experience helps assess the reasonableness of settlements such as the one at issue here. Based on my years of experience representing plaintiffs in wage and hour cases, including PAGA representative and class actions, the Settlement herein is fair, adequate, and reasonable under the facts and law applicable to this case.

SETTLEMENT CONSIDERATIONS

25. I have performed substantial work and diligently investigated and prosecuted this case to a successful conclusion. I believe this Settlement to be fair, reasonable, and adequate.

26. In evaluating the fairness and reasonableness of this proposed Settlement, my co-counsels and I had to consider both the potential maximum and Defendant's various defenses. This

is significant because in a PAGA action, the Court has the same discretion "to assess a civil penalty" that the Labor Commissioner would have, as well as complete discretion to "award a lesser amount than the maximum civil penalty amount specified [by PAGA] if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Lab. Code § 2699(e)(2). Such considerations include Defendant's defenses to the alleged claims.

27. In the end, Defendant urged that the trial court would exercise its discretion to substantially reduce any PAGA Penalties if it were to find Defendant liable for any of Plaintiffs' claims. As a result, PAGA Counsel made appropriate discounts for the associated risks.

28. The following chart reflects the estimated payments from the Settlement Agreement:

	Amount
Gross Settlement Amount	$180,000.00
PAGA Counsel Fees Payment	$60,000.00
PAGA Counsel Litigation Expenses Payment	$20,251.73
Administration Expenses Payment	$4,350.00
Plaintiffs' Service Awards ($10k each)	$20,000.00
PAGA Penalties	**$75,398.27**
75% to the LWDA	$56,548.70
25% to Aggrieved Employees	$18,849.56

29. As such, the LWDA will receive approximately $56,548.70 (75 percent of the PAGA Penalties) and the Aggrieved Employees will collectively receive approximately $18,849.56 (25 percent of the PAGA Penalties), which will be paid on a pro-rata basis according to the number of pay periods worked during the PAGA Period. The average payment to the Aggrieved Employees is approximately $47.12 .

30. Plaintiffs estimated that Defendant's maximum potential penalty exposure was approximately $1,210,000, based on approximately 12,100 PAGA Pay Periods and the statutory $100 per-pay-period penalty for any alleged violation.

THE ATTORNEYS' FEES AND LITIGATION COSTS REQUESTED

31. Moreover, as part of the Settlement, the Parties have agreed that Plaintiffs will request

a PAGA Counsel Fees Payment in an amount not to exceed one-third of the Gross settlement amount. Here, PAGA Counsel is seeking one-third (33.33%) of the Gross Settlement Amount, thus $60,000, subject to court approval, plus actual litigation costs.

32. This request is fair, reasonable, and adequate to compensate PAGA Counsel for the substantial work they have put into this case and the risk they assumed by taking it in the first place. Additionally, it is consistent with the contingency-fee agreement entered into by the named Plaintiffs. The attorneys' fees award is intended to reimburse PAGA Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the administration of the Settlement, communicating with Aggrieved Employees regarding their Individual PAGA Payment checks, and communicating with the Settlement Administrator regarding the administration of the Settlement, if it is approved.

33. My firm took this case on a contingent-fee basis against a business represented by a reputable defense firm. When we take on contingent cases, we must pay careful attention to the economics involved, as one bad case can undo years of work. Accordingly, when we take on contingent cases, we anticipate that, if successful, we will receive a fee that exceeds our normal hourly rate; otherwise, the risk is often too great to bear. Even when we work long hours, the number of hours a day is limited. Because of this, when we take on one particular matter, we are unable to take on other matters. When my firm became involved in this case, we realized the time commitment that it would entail, and we were forced to turn down matters that we otherwise should have been able to handle.

34. The requested attorneys' fees are reasonable for the services provided to the LWDA and the Aggrieved Employees and for the benefits they are to receive.

35. Moreover, the case involved significant risks of non-payment of attorneys' fees and non-recovery of litigation costs if the Settlement was not granted approval, or if Plaintiffs did not prevail. California courts consider the risks counsel takes in litigating a case where they may not prevail on the merits in granting attorneys' fees awards. *See Graham v. Daimler Chrysler Corp.* (2004) 34 Cal.4th 553, 583.

36. The actual aggregated lodestar between the attorneys who worked on this case is

$ZZZ. This results in a modest ZZZ multiplier, demonstrating that the requested fee is justified, reasonable, and appropriate. The total lodestar is summarized in the following table:

Lodestar Summary

Attorney	Experience	Hourly Rate	Total Hours	Lodestar
Mehrdad Bokhour	13 years	$700	43.0[1]	$30,100.00
Joshua Falakassa	12 years	$675	40.5[2]	$27,337.50
James Hawkins	28 years	$1,050	15.2	$15,960.00
Christina Lucio	18 years	$775	23.7	$18,367.50
Mitchell Murray	13 years	$750	25.3	$18,975.00
Paul Brown	3 years	$500	32.4	$16,200.00
		TOTAL		$126,940.00

37. Below is PAGA Counsel's task-based summary with hours spent on each task:

38. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiffs signed a fee split agreement that provides fees will be allocated between PAGA Counsel as follows: 42.50% to the Bokhour Law Group, P.C., 42.5% to Falakassa Law, P.C., and 15% to James Hawkins, APLC.

39. The actual litigation costs incurred in this case by PAGA Counsel to date amount to $17,263.37 expended by Bokhour Law Group, P.C. The following table sets forth the specific costs incurred by my firm to date:

BOKHOUR LAW GROUP, P.C.		
Type	**Description**	**Charge**
Process	Service of Process Fee	
Mediation	Mediation Fees	$151.50
Expert Data	Analysis of Time Records	$7,450
Filing Fees	Complaint & Other Filings	$6,045
PAGA Filing Fee	Filing	$3,071.87
CourtCall	Appearance	$75
		$470
	TOTAL	$17,263.37

40. Based on my years of experience representing plaintiffs in wage and hour matters—

[1] Includes an estimated 5 hours of additional work in preparation for and attending the hearing, as well as work that is anticipated to be performed after the hearing with counsel, administrator, employees, and the court.

[2] Includes an estimated 5 hours of additional work in preparation for and attending the hearing, as well as work that is anticipated to be performed after the hearing with counsel, administrator, employees, and the court.

including both PAGA representative actions and class actions—I believe the Parties' proposed settlement is fair, adequate, and reasonable in light of the applicable facts and law.

41. Pursuant to Labor Code § 2699(l)(2), the proposed settlement has been submitted to the California Labor and Workforce Development Agency. A true and correct copy of the confirmation of this submission is attached hereto as **Exhibit "C"**.

42. Defendant estimated, based on its records, that as of May 2, 2025, the Aggrieved Employees worked 12,100 PAGA Pay Periods. If the final accounting of the total PAGA Pay Periods for the Settlement Period increases by more than 10% of that estimate (*i.e.*, above 13,310), then Defendant shall increase the Gross Settlement Amount by a proportional amount (*e.g.,* if there was a 15% increase in the number of PAGA Pay Periods, Defendant will increase the maximum settlement amount by 5%).

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 28th day of October 2025, at Los Angeles, California.

Mehrdad Bokhour, Esq.

EXHIBIT "A"

TRUE AND CORRECT COPY OF

LWDA LETTER

[SEE ATTACHED]

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

December 21, 2021

SUBMITTED VIA LWDA'S PAGA CLAIM NOTICE ONLINE PORTAL

AURORA VISTA DEL MAR, LLC
801 SENECA STREET
VENTURA, CA 93001

C/o: DAN POWELL
801 SENECA STREET
VENTURA, CA 93001

Re: *Alexis Bobbitt v. Aurora Vista Del Mar, LLC*
Notice of Intent to File Suit for California Labor Code § 2698 et seq. Penalties

To Whom It May Concern:

This office, along with Falakassa Law, P.C., represent Alexis Bobbitt (hereinafter "Ms. Bobbitt") and a proposed group of current and former employees working for Aurora Vista Del Mar, LLC ("Aurora" 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. Bobbitt 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 work or worked for Aurora Vista Del Mar, LLC in California during the one year immediately preceding the filing of this PAGA Notice and continuing into the present and ongoing. ("aggrieved employees")

The Vista Del Mar Hospital, owned and operated by Aurora, is a 16-acre acute psychiatric care facility, with 83 beds, providing inpatient and outpatient care and treatment, including chemical dependency detoxification, PTSD support, and other mental health services.

Ms. Bobbitt was employed by Aurora as a non-exempt technician employee at the Aurora's Vista Del Mar facility. Ms. Bobbitt was later promoted to a non-exempt resident nurse employee. Ms. Bobbitt and other aggrieved employees are or were employed as non-exempt employees in Aurora's large hospital. Ms. Bobbitt and other aggrieved employees were responsible for various aspects of patient treatment and care. At all relevant times, Ms. Bobbitt alleges other aggrieved employees were subjected to the same policies, procedures, and practices, working conditions, and corresponding wage and hour violations to which Ms. Bobbitt was subjected during her employment.

At all relevant times, Aurora had a uniform policy/practice of manually editing time entries to reduce the reported number of hours worked. This resulted in a failure to pay for all hours worked. Aurora used and continues to use a mandatory policy and procedure that requires Ms. Bobbitt and other aggrieved employees to clock in at the beginning of their work shift and clock out at the end of their work shift. Yet, Aurora maintained a policy and procedure that failed to compensate Ms. Bobbitt and other aggrieved employees the legal minimum wage for the time that they actually worked, due to Aurora's policy/procedure of manually editing time entries.

Aurora's policy and procedure resulted in daily-uncompensated time during which they were performing work tasks were not paid a legal minimum wage. Aurora's policies and procedures resulted in a failure to pay legal minimum wages to Ms. Bobbitt and other aggrieved employees in violation of Labor Code §§ 1194, 1197, and applicable Wage Orders. Aurora's policies and procedures also resulted in a failure to pay overtime wages to Ms. Bobbitt and other aggrieved employees in violation of Labor Code §§ 510, 1194, 1197, and applicable Wage Orders.

Additionally, Ms. Bobbitt and other aggrieved employees were denied 30-minute off-duty meal periods as mandated by California law. Due to staffing shortages, which at times were as extreme as a single nurse overseeing 17 patients, Ms. Bobbitt and other aggrieved employees were unable to take compliant and timely meal periods. Further, for shifts longer that 10 hours, Ms. Bobbitt and other aggrieved employees were unable to take compliant and timely second meal periods, or premium compensation in lieu thereof. Moreover, meal breaks were often interrupted by medical emergencies and/or special requirements for treating juvenile patients.

Furthermore, Aurora failed to maintain a code-compliant mechanism for the payment of meal period premium payments as required by Labor Code § 226.7. As a result of Aurora's unlawful meal period policies and practices, Ms. Bobbitt seeks to recover on behalf of herself and all aggrieved employees, meal period premiums and penalties. Consequently, Aurora has violated Labor Code §§ 226.7, 512 and applicable Wage Orders. Aurora would also be liable for civil penalties pursuant to Labor Code § 2698.

Next, at all relevant times, Ms. Bobbitt and other aggrieved employees were not properly paid at the correct overtime rate for all hours worked in excess of eight (8) hours per workday and/or forty (40) hours per workweek. While Ms. Bobbitt and other aggrieved employees regularly worked overtime hours, they were not compensated at one and one-half times their regular rate of pay because Aurora failed to include all forms of compensation, including but not limited to, shift differentials and other non-discretionary bonuses and other forms of non-hourly compensation/renumeration, when calculating the regular rate of pay used in overtime calculations.

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 (11/2) 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 (11/2) 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, Aurora willfully violated the provisions of Labor Code § 510 and the applicable Wage Orders.

Likewise, Ms. Bobbitt and other aggrieved employees were not adequately provided with meal period premiums for their missed or non-compliant 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. Bobbitt's employment, Aurora 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 Ms. Bobbitt and aggrieved employees.

Furthermore, at all relevant times, Ms. Bobbitt 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 Aurora, Ms. Bobbitt and other aggrieved employees were often unable to take compliant rest periods of 10 minutes time for every 4 hours worked, or major fraction thereof. On occasions when Ms. Bobbitt and other aggrieved employees worked more than 10.0 hours in a shift, Aurora failed to authorize and/or permit a third mandated rest period. Finally, Ms. Bobbitt and other aggrieved employees were not provided rest period premiums at the appropriate regular rate of pay for their missed or non-compliant rest breaks. Accordingly, due to Aurora's uniform rest period policies/practices, Ms. Bobbitt and other aggrieved employees were also regularly denied legally compliant rest periods in violation of Labor Code 226.7, 512, and applicable Wage Orders.

As a result of Aurora's unlawful rest period policies and practices, Ms. Bobbitt seeks to recover on behalf of herself and all aggrieved employees rest period premiums and penalties. Consequently, Aurora has violated Labor Code §§ 226.7, 512 and applicable Wage Orders. Aurora would also be liable for civil penalties pursuant to Labor Code § 2698 *et seq*.

As a result of Aurora's failure to pay Ms. Bobbitt and other aggrieved employees for all hours they were subject to the control of Aurora, and failure to pay for meal/rest period premiums for missed/non-compliant meal and rest periods, Aurora 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 § 226.3 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, Ms. Bobbitt and other aggrieved employees may also recover Labor Code § 226.3 penalties for Aurora's violations of Labor Code § 226(a). As such, the wage statements Aurora issued to Ms. Bobbitt and other aggrieved employees are in violation of Labor Code § 226 (a)(9). Thus, Ms. Bobbitt is an aggrieved employee within the meaning of PAGA and Aurora has violated Labor Code §226(a) with respect to Ms. Bobbitt and other aggrieved employees. Consequently, because Aurora failed to comply with Labor Code § 226(a) and applicable Wage Orders, Ms. Bobbitt and other aggrieved employees would be entitled to recover penalties under Labor Code §§ 226(e) and 2698 et seq.

Finally, because of, Aurora's failure to pay all minimum and overtime wages, and meal and rest period premiums for non-compliant meal and rest periods, Aurora also failed and continues to fail to pay 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*.

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, Ms. Bobbitt may thereafter pursue her interests and the interests of similarly aggrieved employees with a civil complaint against Aurora 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 Aurora 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 Aurora 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 **February 24, 2022**.

Very truly yours,

Mehrdad Bokhour, Esq.
Joshua Falakassa, Esq.

EXHIBIT "B"

TRUE AND CORRECT COPY OF

PAGA SETTLEMENT AGREEMENT

[SEE ATTACHED]

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Alexis Bobbitt and Lucia Lopez ("Plaintiffs") and Defendant Aurora Vista Del Mar, LLC ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties" or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiffs' representative PAGA lawsuits alleging wage and hour violations against Defendant captioned *Bobbitt v. Aurora Vista Del Mar, LLC,* Case No. 56-202100561558-CU-OE-VTA, and *Lopez v Aurora Vista Del Mar, LLC*, Case No. 56-2023-00574248-CU-OE-VTA and pending in the Superior Court of the State of California, County of Ventura, including any and all amendments thereafter.

1.2. "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employee" means all non-exempt employees who worked for Defendant in California during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession, including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of Ventura.

1.8. "Defense Counsel" means Christopher Ward, Esq., and Sara A. L. Abarbanel, Esq. of Foley & Lardner LLP, and Stephen Raucher of Reuben Raucher & Blum.

1.9. "Effective Date" means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement, (b) the later of: (i) the date sixty (60) days after the entry of the Final Order and Judgment, if no motions for reconsideration and no appeals or other efforts to obtain review have been filed; or (b) in the event that a motion for reconsideration, an appeal or other effort to obtain review of the Final Order and Judgment, the date sixty (60) days after such reconsideration, appeal or review has been finally concluded.

1.10. "Gross Settlement Amount" means one hundred eighty thousand dollars and no cents

($180,000.00), which is the maximum total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be paid by Defendant in full satisfaction of all claims arising in the Action, including but not limited to amounts used to pay Plaintiffs' Service Awards, the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.11. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to 75% of the PAGA Penalties recovered by Aggrieved Employees under previous Labor Code section 2699, subd. (i).

1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under previous Labor Code section 2699, subd. (i).

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Plaintiffs' Service Awards, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C., Joshua Falakassa, Esq. of Falakassa Law, PC, Mitchell J. Murray and Christina Lucio of James Hawkins, APLC, the attorneys representing the Plaintiffs in the Action.

1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.19. "PAGA Period" means the period from December 21, 2020 to May 2, 2025.

1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 *et seq*.).

1.21. "PAGA Notices" means Plaintiffs' letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.

1.23. "Pay Period" means any pay period during which an Aggrieved Employee worked at least one day of the pay period and was not on vacation or a leave of absence for the entire pay period.

1.24. "Plaintiffs" mean Alexis Bobbitt and Lucia Lopez, the named plaintiffs in the Action.

1.25. "Plaintiffs' Service Awards" means the service awards paid to Plaintiffs for serving as the named Plaintiffs in this matter, subject to the approval of the Court.

1.26. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.27. "Released PAGA Claims" means the claims being released by the Plaintiffs and Aggrieved Employees as described in Paragraph 5 below. Released PAGA Claims includes all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Action or PAGA Notices, which occurred during the PAGA Period during employment in a non-exempt position in California.

1.28. "Released Parties" means Defendant and any of its past, present, and future parents, subsidiaries, affiliates, officers, directors, employees, partners, members, shareholders and agents, attorneys, and any other successors, assigns, or legal representatives. Released Parties include, but are not limited to, Vista Del Mar Hospital, Aurora Behavioral Health Care Vista Del Mar, LLC, and Signature Healthcare Services, LLC.

1.29. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.30. "Defendant" means Aurora Vista Del Mar, LLC, the named defendant in the Action.

2. RECITALS.

2.1. On February 24, 2022, Plaintiff Bobbitt commenced a lawsuit by filing a PAGA Representative Action Complaint alleging a single cause of action against the named defendant for civil penalties under the PAGA based on (1) Failure to pay all earned minimum and overtime wages; (2) Failure to provide meal periods; (3) Failure to authorize rest periods; (4) Failure to furnish complete, accurate, itemized wage statements; (5) Failure to pay all wages at termination; and (6) Failure to maintain accurate records.. On January 6, 2023, Plaintiff Lopez filed her separate lawsuit. Pursuant to a stipulation to be filed by the Parties to the Bobbitt action, Plaintiff Bobbitt will file a First Amended Representative Action Complaint within 15 days of the Parties fully executing this Agreement to assert a claim for failure to pay overtime wages based on an invalid Alternative Workweek Schedule. The forthcoming First Amended Complaint will be the operative complaint in the Action (the "Operative Complaint"). The Parties will also file a stipulation for Plaintiff Bobbitt's and Plaintiff Lopez's cases to be consolidated. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.2. Pursuant to prior Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.

2.3. On May 2, 2025, the Parties participated in an all-day mediation presided over by David Phillips, Esq., a well-respected and experienced wage and hour mediator, which led to this Agreement to settle the Action.

2.4. Before mediation, Plaintiffs obtained, through informal discovery, sampling of time and payroll records, data, and policies, among other documents and information, to aid in the preparation of Plaintiffs' evaluation of the claims and formulation of a damages model.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $180,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount in the amounts specified by the Court in the Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be $60,000, and a PAGA Counsel Litigation Expenses Payment of not more than $30,000.00. Defendant will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' counsel arising from any claim to any portion of any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Plaintiffs: From the Gross Settlement amount Plaintiffs will each receive a Service Award in the amount of $10,000.00 for serving as the Plaintiffs in this matter, and in exchange for the release of their individual claims, subject to the approval of the Court.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed $7,500.00

except for a showing of good cause and as approved by the Court. To the extent the expenses incurred by the Administrator in connection with this Settlement are less, or the Court approves an Administration Expenses Payment of less than $7,500.00, the Administrator will allocate the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the remaining Gross Settlement Amount, with 75% of the remaining Gross Settlement Amount (~$46,875.00) allocated to the LWDA PAGA Payment and 25% (~$15,625.00) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates the Aggrieved Employees worked a total of 12,100 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 30 days of the Effective Date of this Agreement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for Plaintiffs' Service Awards, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration

Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding addresses. Within 7 days of receiving a returned check the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, if requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check remains uncashed and is cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Without limiting the generality of the foregoing, Plaintiffs expressly release all claims or rights against Released Parties arising out of or relating to alleged violations of any contracts, express or implied (including but not limited to any contract of employment); any contract or covenant of good faith and fair dealing (express or implied); any tort, including any claim for improper or unauthorized wage deductions, failure to pay the applicable wage, unpaid wages, unpaid vacation benefits, penalties, liquidated damages, other damages, overtime, alternative workweek arrangements, and alleged "off the clock" work under federal and state law, including California Labor Code Sections 201, 202, 204, 246, 510, 558, 1174, 1174.4, 1182.11, 1182.12, 1197 and 1197.1, 1198 and 1199, waiting time penalties pursuant to California Labor Section 203, damages or penalties pursuant to California Labor Code Section 226 and 226.3, meal period and rest break payments pursuant to California Labor Code Sections 226.7 and 512, failure to provide itemized wage statements pursuant to California Labor Code Section 226, statutory or civil penalties pursuant to California Labor Code Sections 210, failure to reimburse for necessary business-related expenses and costs pursuant to California Labor Code Section 2802, unfair competition and unfair business practices pursuant to Business and Professions Code Section 17200, et seq., interest and costs pursuant to California Civil Code Section 3287 and California Labor Code Section 218.6, statutory or common law rights to attorneys' fees and costs, including those pursuant to California Labor Code Section 1194, et seq.; claims under the Private Attorneys General Act of 2004, Labor Code section 2699, et seq., and the alleged violation or breach of any other state or federal statute, rule and or regulation; including all applicable Industrial Welfare Commission Wage Orders, and all similar causes of action, including but not limited to, any claim for restitution, equitable relief, interest, penalties, costs or attorneys' fees in connection with any of the foregoing, negligent infliction of emotional distress, intentional infliction of emotional distress, and defamation; any "wrongful discharge," "constructive discharge," and "retaliation" claims; any claims relating to any breach of public policy; any legal restrictions on Defendant's right to discharge employees; and any federal, state, or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or harassment, including retaliation for reporting discrimination or harassment); (2) 42 U.S.C. § 1981 (discrimination); (3) Equal Pay Act, 29 U.S.C. § 209(d) (1) (equal pay); (4) Americans with Disabilities Act, 42 U.S.C. § 12100, et seq. (disability discrimination); (5) Family and Medical Leave Act, 29 U.S.C. § 2601, et seq. (family/medical leave); (6) California Fair Employment and Housing Act, Cal. Government Code § 12900, et seq. (discrimination or harassment in employment and/or housing, including discrimination or harassment based on race, religious creed, color, national origin, ancestry, disability, marital status, sex (including pregnancy), or age, including retaliation for reporting discrimination or harassment); (7) California Family Rights Act, Cal. Government Code § 12945.1, et seq. (family/medical leave); (8) California Labor Code, including Section 1720, et seq., or any Industrial Welfare Commission Wage Order; (9) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment); (10) Executive Order 11141 (age discrimination); (11) Sections 503 and 504 of the Rehabilitation Act of 1973 (handicap discrimination); (12) the Fair Labor Standards Act; and (13) Employee Retirement Income Security Act, 29 U.S.C. § 1000, et seq. employee benefits). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

5.2 Release by the LWDA, State of California, and Aggrieved Employees: The LWDA, State of California, and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties that were alleged or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree that Plaintiffs have already dismissed any asserted class claims without prejudice. The Parties agree Plaintiffs' counsel will subsequently draft and file an application or motion for approval of this Settlement that includes the notice to be provided to the Aggrieved Employees and file it after review by Defense Counsel. The Parties will jointly seek to immediately vacate or stay all dates in the Action, pending approval by the Court of the Settlement, and will seek a date for the hearing on the motion for approval of this Settlement as soon as possible.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2 Responsibilities of Counsel. PAGA Counsel are responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 60 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. ("ILYM") to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses Payment. The Parties, PAGA Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, the Aggrieved Employees have worked 12,100 Pay Periods during the PAGA Period. If the final accounting of the total PAGA Pay Periods increases by more than 10%, then Defendant shall increase the Gross Settlement Amount by a proportional amount (*e.g.,* if there was a 15% increase in the number of PAGA Pay Periods, Defendant will increase the maximum settlement amount by 5%).

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to CCP section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing Settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying this Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. In the event that the Court refuses to approve any economic term or term related to the scope of the claims release, Defendant, at their option, may void the Settlement. A reduction in the amount of PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment is not a basis to void the Settlement. In the event that the Court refuses to approve any term related to the scope of the release, the Parties agree to return to mediation in order to attempt to address the concerns of the Court, and upon reaching an agreement, submit a revised agreement to the Court.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel is providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.13 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.14 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Mehrdad Bokhour *mehrdad@bokhouralw.com* Bokhour Law Group, P.C. 1901 Avenue of the Stars, Suite 920 Los Angeles, California 90067 310-975-1493	Joshua Falakassa *josh@falakassalaw.com* Falakassa Law, PC 1901 Avenue of the Stars, Suite 920 Los Angeles, California 90067 818-456-6168

To Defendant:

Christopher Ward *cward@foley.com* Sara Abarbanel *sabarbanel@foley.com* Foley & Lardner LLP 555 S. Flower Street Suite 3300 Los Angeles, CA 90071 213-972-4500	Stephen Raucher *sraucher@rrbattorneys.com* Reuben Raucher & Blum 12400 Wilshire Blvd., Suite 800 Los Angeles, CA 90025 310-77-1990

10.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

Dated: 6/30/2025, 2025

Signed by:
963126F2457E474...

Plaintiff Alexis Bobbitt

Dated: 09/03/2025, 2025

Lucia Lopez (Sep 3, 2025 19:28:10 PDT)

Plaintiff Lucia Lopez

Defendant Aurora Vista Del Mar, LLC

Dated: __________, 2025

____

By Its Authorized Representative

AGREED AS TO FORM

FALAKASSA LAW, P.C.

Dated: 6/30/2025, 2025

DocuSigned by:
Joshua Falakassa
15A628B2C5A149C...

Joshua S. Falakassa, Esq.
Counsel for Plaintiffs and the PAGA Members

To Defendant:

Christopher Ward *cward@foley.com* Sara Abarbanel *sabarbanel@foley.com* Foley & Lardner LLP 555 S. Flower Street Suite 3300 Los Angeles, CA 90071 213-972-4500	Stephen Raucher *sraucher@rrbattorneys.com* Reuben Raucher & Blum 12400 Wilshire Blvd., Suite 800 Los Angeles, CA 90025 310-77-1990

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Dated: 6/30/2025, 2025

Signed by:
963126F2457E474
Plaintiff Alexis Bobbitt

Dated: __________, 2025

Plaintiff Lucia Lopez

Defendant Aurora Vista Del Mar, LLC

Dated: 07/09/, 2025

, CEO
By Its Authorized Representative

AGREED AS TO FORM

FALAKASSA LAW, P.C.

Dated: 6/30/2025, 2025

DocuSigned by:
Joshua Falakassa
15A628B2C5A149C
Joshua S. Falakassa, Esq.
Counsel for Plaintiffs and the PAGA Members

BOKHOUR LAW GROUP, P.C.

Dated: 6/30/2025, 2025

Signed by:
MEHRDAD BOKHOUR
D8D3643F271940F...

Mehrdad Bokhour, Esq.
Counsel for Plaintiffs and the PAGA Members

JAMES HAWKINS, APLC

Dated: July 8, 2025

Mitchell Murray, Esq.
Christina Lucio, Esq.
Counsel for Plaintiffs and the PAGA Members

FOLEY & LARDNER LLP

Dated: ___________, 2025

Christopher Ward, Esq.
Sara A. L. Abarbanel, Esq.
Counsel for Defendant
Aurora Vista Del Mar, LLC

REUBEN RAUCHER & BLUM

Dated: ___________, 2025

Stephen L. Raucher, Esq.
Counsel for Defendant
Aurora Vista Del Mar, LLC

BOKHOUR LAW GROUP, P.C.

Dated: 6/30/2025, 2025

Signed by:
MEHRDAD BOKHOUR
D8D3643F271949F

Mehrdad Bokhour, Esq.
Counsel for Plaintiffs and the PAGA Members

JAMES HAWKINS, APLC

Dated: __________, 2025

Mitchell Murray, Esq.
Christina Lucio, Esq.
Counsel for Plaintiffs and the PAGA Members

FOLEY & LARDNER LLP

Dated: July 10, 2025

Christopher Ward, Esq.
Sara A. L. Abarbanel, Esq.
Counsel for Defendant
Aurora Vista Del Mar, LLC

REUBEN RAUCHER & BLUM

Dated: July 9, 2025

Stephen L. Raucher, Esq.
Counsel for Defendant
Aurora Vista Del Mar, LLC

EXHIBIT "C"

TRUE AND CORRECT COPY OF

SUBMISSION CONFIRMATION

TO LWDA

RE: PROPOSED SETTLEMENT

[SEE ATTACHED]