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Attorneys for Plaintiff and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ISELA G. MENDEZ PALACIOS and
KRISTEN SAMSON, on behalf of the State of
California,

Plaintiffs,

v.

ORANGE COUNTY GLOBAL MEDICAL
CENTER, INC., a Minnesota Corporation; and
DOES 1-50, inclusive.

Defendants.

CASE NO.: 30-2023-01319127-CU-OE-CXC

Assigned to the Hon. Randall J. Sherman

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTRY OF JUDGMENT**

Hearing Information:

Date: April 25, 2025

Time: 10:00 a.m.

Dept.: CX105

Reservation No.: 74370497

1 **[PROPOSED] ORDER**

2 Having considered the Parties' submissions, and all legal authorities and documents
3 submitted in support thereof, including the Amended PAGA Settlement Agreement (the
4 "Settlement Agreement" and/or the "Settlement") submitted in support of Plaintiffs' Notice of
5 Motion and Motion to Approve PAGA Settlement ("Plaintiffs' Motion"), and good cause
6 appearing, **IT IS HEREBY ORDERED** that Plaintiffs' Motion is **GRANTED**, subject to the
7 following findings and orders:

8 a) All capitalized terms used herein shall have the same meaning as those defined in the
9 Settlement Agreement.

10 b) The Court hereby approves the terms of the Settlement Agreement and finds the
11 Settlement to be fair, adequate, and reasonable. The Court further finds that the Settlement was
12 reached as a result of informed, arm's-length negotiations conducted by experienced counsel after
13 substantial investigation and informal discovery. The Court concludes that the Parties were well-
14 positioned to assess the strengths and weaknesses of their respective claims and defenses. The
15 Court also finds that the Settlement will avoid potentially protracted and costly litigation and
16 provides substantial benefits to the State of California and Aggrieved Employees.

17 c) The Amended PAGA Settlement Agreement is attached hereto as **Exhibit A**, and the
18 Notice Letter is attached hereto as **Exhibit B**.

19 d) This Order and the Settlement do not constitute an admission by Defendant Orange
20 County Global Medical Center, Inc. ("Defendant") or any of the Released Parties of any
21 wrongdoing, liability, or violation of the law. Neither the Settlement Agreement, this Order, nor any
22 documents or communications relating to the Settlement may be construed as or used as an
23 admission of liability.

24 e) The Court approves the distribution of the Gross Settlement Amount of \$450,000.00,
25 allocated as follows:

- 26 • \$150,000.00 to PAGA Counsel for attorneys' fees;
27 • \$14,220.85 to PAGA Counsel for litigation costs;
28 • \$2,500.00 each to Plaintiffs Isela G. Mendez Palacios and Kristine Samson as Service

1 Awards, totaling \$5,000.00;

2 • \$8,450.00 to ILYM Group, Inc. as the Administration Expenses Payment, reduced from the

3 \$10,000.00 requested;

4 • \$204,246.86 to the California Labor and Workforce Development Agency (LWDA),

5 representing 75% of the PAGA Penalties;

6 • \$68,082.29 to Aggrieved Employees as Individual PAGA Payments, representing 25% of

7 the PAGA Penalties totaling \$272,329.15

8 f) The Court confirms Joshua Falakassa, Esq. of Falakassa Law, P.C., and Mehrdad

9 Bokhour, Esq. of Bokhour Law Group, P.C., as PAGA Counsel. The Court finds the requested

10 PAGA Counsel Fees Payment to be reasonable under applicable California law and based on the

11 benefits provided to the State and Aggrieved Employees.

12 g) The Aggrieved Employees' pro rata share of 25% of the PAGA Penalties, estimated

13 to be approximately \$68,082.29, will be calculated according to the number of Pay Periods the

14 Aggrieved Employees worked during the PAGA Period of April 6, 2022 through June 11, 2024.

15 h) The Defendant shall have no further liability for costs, expenses, interest, attorneys'

16 fees, or any other charge, expense, or liability except as provided in the Settlement Agreement.

17 i) The Court further orders, adjudges, and decrees that the Aggrieved Employees (as

18 defined in the Settlement Agreement) fully release and discharge Defendant, along with the

19 Released Parties, of the representative claims for civil penalties pursuant to the terms set forth in the

20 Settlement Agreement.

21 j) To effectuate the Settlement, Defendant is ordered to provide the Settlement

22 Administrator with the Aggrieved Employee Data, including names, addresses, and PAGA Pay

23 Periods, within 30 days of this Order. This information shall be kept strictly confidential by the

24 Administrator.

25 k) The Court shall retain jurisdiction over the Action and the Parties pursuant to

26 California Code of Civil Procedure section 664.6 to enforce the terms of the Settlement and address

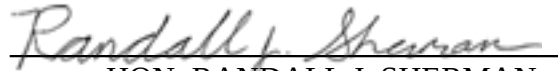
27 any post-judgment matters or administration issues.

28

1 IT IS SO ORDERED.

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3 DATED: April 25, 2025



HON. RANDALL J. SHERMAN
JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 920, Los Angeles, California 90067.

On April 25, 2025, I served the following document(s) described as **[PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT AND ENTRY OF JUDGMENT** on the interested parties in this action:

David E. Amaya, Esq.
damaya@fisherphillips.com
Jason A. Fischbein, Esq.
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Julia F. Drury, Esq.
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FISHER & PHILLIPS, LLP
4747 Executive Drive, Suite 1000
San Diego, California 92121

**Counsel for defendant
ORANGE COUNTY GLOBAL CENTER, INC.**

BY ELECTRONIC SERVICE: I transmitted the above-referenced document(s) via electronic service provider First Legal to the person(s) identified above at the email address(es) indicated and did not, within a reasonable time after transmission, receive any message or communication indicating that delivery failed or that any other error had occurred which would delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

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

Executed on April 25, 2025, at Los Angeles, California.

/s/ Carlos Garcia
Carlos Garcia