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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

**SUPPLEMENTAL DECLARATION OF
MEHRDAD BOKHOUR IN SUPPORT OF
MOTION TO APPROVE PAGA
SETTLEMENT**

Hearing Information:

Date: April 25, 2025

Time: 10:00 a.m.

Dept.: CX105

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1 8. Attached hereto as **Exhibit “B”** is a fully executed copy of the Amended PAGA
2 Settlement Agreement.

3 **Issue 6: Letter to Aggrieved Employees**

4 9. The proposed cover letter has been revised to clarify that the settlement does not
5 resolve or release any claims for unpaid or underpaid wages and that aggrieved employees retain all
6 rights to pursue such claims.

7 10. Attached hereto as **Exhibit “C”** is a redlined version of the revised notice Letter.

8 11. Attached here as **Exhibit “D”** is a clean copy of the revised notice Letter.

9 **Issue 7: Attorneys’ Costs**

10 12. Attached hereto as **Exhibit “E”** is an itemized breakdown of costs incurred by my
11 office, as referenced in Paragraph 36 of my prior declaration, including invoices substantiating
12 expert fees.

13 **Issue 8: Administrator Fees**

14 13. A copy of the settlement administrator’s invoice is attached hereto as **Exhibit “F”**.

15 **Issue 9: Two Named Plaintiffs – Justification for Enhancement Awards**

16 14. Plaintiffs added a second named plaintiff in the First Amended Complaint because the
17 second individual held a distinct position during the PAGA period and contributed separately to the
18 factual investigation and prosecution of the claim. Specifically, the first plaintiff was a Food
19 Service Technician, and the second plaintiff, Samson, was a Nurse—a position representative of the
20 largest category of non-exempt hourly employees. This distinction was important to the resolution
21 of the matter.

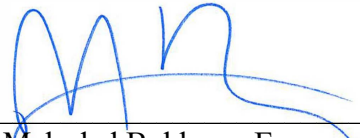
22 15. Both plaintiffs engaged in interviews, reviewed records, and assisted with the
23 settlement process. Their respective declarations supporting enhancement awards are already on file
24 and were submitted in good faith

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

27 ///

28 ///

Executed this 9th day of April 2025 at Los Angeles, California.



Mehrdad Bokhour, Esq.

EXHIBIT “A”

AMENDED PAGA SETTLEMENT AGREEMENT

This Amended PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Isela G. Mendez Palacios and Kristine Samson (“Plaintiffs”) and defendant Orange County Global Medical Center, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ individual and representative PAGA lawsuit alleging wage and hour violations against Defendant captioned *Palacios et al. v. Orange County Global Medical Center, Inc.*, initiated on or about September 18, 2023, Case No. 30-2023-01319127-CU-OE-CXC, and pending in the Superior Court of the State of California, County of Orange, 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 Employees’ 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 Orange.
- 1.8. “Defense Counsel” means David Amaya, Esq., and Jason Fischbein, Esq. of Fisher & Phillips LLP.
- 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.

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- 1.10. “Gross Settlement Amount” means four hundred fifty thousand dollars and no cents (\$450,000.00), 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 Labor Code section 2699, subd. (i).
- 1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under 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. and Joshua Falakassa, Esq. of Falakassa Law, PC, 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 April 6, 2022, to ~~the date the Court approves the settlement or~~ June 11, 2024, ~~whichever is earlier.~~
- 1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).
- 1.21. “PAGA Notices” means Plaintiffs’ April 6, 2023, and June 13, 2023, 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 workweek.

1.24. “Plaintiffs” mean Isela G. Mendez Palacios and Kristine Samson, the named plaintiffs in the Action.

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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.

1.28. “Released Parties” means Defendant and any of its past, present, and future parents (including KPC Healthcare, Inc., and Victor Valley Hospital Acquisition, Inc.), subsidiaries, affiliates, officers, directors, employees, partners, members, shareholders and agents, attorneys, and any other successors, assigns, or legal representatives.

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

1.30. “Defendant” means Orange County Global Medical Center, Inc., the named defendant in the Action.

2. RECITALS.

2.1. On April 14, 2023, Plaintiff Palacios commenced this Action by filing a Complaint alleging wage and hour violations. On September 18, 2023, Plaintiff filed a First Amended Representative Action Complaint alleging a single cause of action against the named defendant for civil penalties under the PAGA and added Kristine Samson as a named Plaintiff. Plaintiffs will file a Second Amended Representative Action Complaint within 15 days of the Parties fully executing this Agreement. The forthcoming Second Amended Complaint will be the operative complaint in the Action (the “Operative Complaint.”). 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 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 March 7, 2024, the Parties participated in an all-day mediation presided over by Marc Feder, 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, time and payroll records,

data, and policies, among other documents and information, to aid in the preparation of Plaintiff's evaluation of the claims and formulation of a damages model.

- 2.5. This Settlement shall not apply and/or be used against contracted workers who were contracted by and paid directly by Technostaff LLC and/or RightSourcing, Inc. for any work performed at Orange County Global Medical Center, Inc. during the PAGA Period.

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3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$450,000.00 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 \$150,000, and a PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. 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 \$7,500.00 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 \$10,000.00 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

\$10,000.00, 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 (~\$191,250.00) allocated to the LWDA PAGA Payment and 25% (~\$63,750.00) 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 45,000 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 ~~is~~ remains uncashed and ~~is~~ cancelled after the void date, the Administrator shall transmit the funds represented by such checks to ~~Crime Survivors~~ 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, and alleged "off the clock" work under federal and state law, including California Labor Code Sections ~~204 and 558~~ 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

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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, ~~reasonably related to~~, 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 45,000 Pay Periods during the PAGA Period. If the final accounting of the total PAGA Pay Periods increases by more than 10%, then Defendant shall notify Plaintiff that it will, at Defendant's sole discretion, either (i) 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%); or (ii) Defendant can elect to have the PAGA Period be deemed to end on the date that the total number of PAGA Pay Periods in the PAGA Period exceeds 45,000 by 10%. ▲

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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 reserves 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 <i>mehrdad@bokhourlaw.com</i> Bokhour Law Group, P.C. 1901 Avenue of the Stars, Suite 450920 Los Angeles, California 90067 310-975-1493	Joshua Falakassa <i>josh@falakassalaw.com</i> Falakassa Law, PC 1901 Avenue of the Stars, Suite 450920 Los Angeles, California 90067 818-456-6168
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To Defendant:

David Amaya <i>damaya@fisherphillips.com</i> Jason A. Fischbein <i>jfischbein@fisherphillips.com</i>

4747 Executive Drive, Suite 1000
San Diego, California 92121

- 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.
- 10.17 No Public Comment. The Parties and their counsel agree not to issue any press releases, initiate any contact with the press, respond to any press inquiry or make any public communication about the fact, amount or terms of the settlement, except however that this does not prohibit disclosures required by law and/or between Plaintiffs and Plaintiffs' counsel and their expert, or between Defendant and Defendant's counsel and their expert, and those within Defendant's organization or financial advisors/accountants with a need to know in order to approve or execute the terms of this Settlement Agreement. In response to any inquiries Plaintiffs and Plaintiffs' counsel will state that "the case was resolved with Court approval." Plaintiffs' Counsel shall not report the settlement or its content in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiffs or the Settlement Class on their website, and shall not contact any reporters or media regarding the settlement, the Action, or their content. However, Plaintiffs' Counsel is authorized to make disclosure to the Court and the LWDA for the purposes of obtaining the approval of the settlement, concluding any superior court or appellate court proceedings in the Action, and complying with any California Rules of Court or ethical requirements. This disclosure is limited to court filings, electronic submission of settlement documents to the LWDA, and verbal statements made at hearings or conferences with a judicial officer. Plaintiffs and Plaintiffs' counsel, or their representatives, are not permitted to disseminate or publish, distribute or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Nothing in this provision is intended to prohibit: (i) Plaintiffs from discussing this settlement with their spouses, attorneys, tax advisors, or taxing authorities; (ii) Plaintiffs' counsel from citing the settlement in this case as evidence supporting their competence as counsel in wage/hour and/or class action matters in public court filings; or (iii) Plaintiffs' counsel from communicating with the settlement administrator, Plaintiffs in this case, the LWDA, or with the court in which this action is pending; (iv) Plaintiffs' counsel to report on the settlement in other courts as may be required by the California Rules of Court or when responding to any inquiry from another court; (v) Plaintiffs' counsel from discussing the settlement with the Settlement Class if contacted with questions about the settlement or the distribution of settlement proceeds.

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Dated: ~~June~~, 2024 — , 2025

Plaintiff Isela G. Mendez Palacios

Dated: ~~June __, 2024~~ ____, 2025

Plaintiff Kristine Samson

Defendant Orange County Global Medical Center, Inc.

Dated: ~~June __, 2024~~ ____, 2025

By Its Authorized Representative

AGREED AS TO FORM

FALAKASSA LAW, P.C.

Dated: ~~June __, 2024~~ ____, 2025

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

BOKHOUR LAW GROUP, P.C.

Dated: ~~June __, 2024~~ ____, 2025

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

FISHER & PHILLIPS LLP

Dated: ~~June __, 2024~~ , 2025

David Amaya, Esq.
Jason A. Fischbein, Esq.
Counsel for Defendant
Orange County Global Medical Center, Inc.

EXHIBIT “B”

AMENDED PAGA SETTLEMENT AGREEMENT

This Amended PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Isela G. Mendez Palacios and Kristine Samson (“Plaintiffs”) and defendant Orange County Global Medical Center, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ individual and representative PAGA lawsuit alleging wage and hour violations against Defendant captioned *Palacios et al. v. Orange County Global Medical Center, Inc.*, initiated on or about September 18, 2023, Case No. 30-2023-01319127-CU-OE-CXC, and pending in the Superior Court of the State of California, County of Orange, 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 Employees’ 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 Orange.
- 1.8. “Defense Counsel” means David Amaya, Esq., and Jason Fischbein, Esq. of Fisher & Phillips LLP.
- 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 four hundred fifty thousand dollars and no cents (\$450,000.00), 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 Labor Code section 2699, subd. (i).
- 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under 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. and Joshua Falakassa, Esq. of Falakassa Law, PC, 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 April 6, 2022 to June 11, 2024.
- 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).
- 1.21. "PAGA Notices" means Plaintiffs' April 6, 2023, and June 13, 2023, 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 workweek.
- 1.24. "Plaintiffs" mean Isela G. Mendez Palacios and Kristine Samson, 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.
- 1.28. "Released Parties" means Defendant and any of its past, present, and future parents (including KPC Healthcare, Inc., and Victor Valley Hospital Acquisition, Inc.), subsidiaries, affiliates, officers, directors, employees, partners, members, shareholders and agents, attorneys, and any other successors, assigns, or legal representatives.
- 1.29. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.30. "Defendant" means Orange County Global Medical Center, Inc., the named defendant in the Action.

2. RECITALS.

- 2.1. On April 14, 2023, Plaintiff Palacios commenced this Action by filing a Complaint alleging wage and hour violations. On September 18, 2023, Plaintiff filed a First Amended Representative Action Complaint alleging a single cause of action against the named defendant for civil penalties under the PAGA and added Kristine Samson as a named Plaintiff. Plaintiffs will file a Second Amended Representative Action Complaint within 15 days of the Parties fully executing this Agreement. The forthcoming Second Amended Complaint will be the operative complaint in the Action (the "Operative Complaint."). 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 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 March 7, 2024, the Parties participated in an all-day mediation presided over by Marc Feder, 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, time and payroll records,

data, and policies, among other documents and information, to aid in the preparation of Plaintiff's evaluation of the claims and formulation of a damages model.

- 2.5. This Settlement shall not apply and/or be used against contracted workers who were contracted by and paid directly by Technostaff LLC and/or RightSourcing, Inc. for any work performed at Orange County Global Medical Center, Inc. during the PAGA Period.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$450,000.00 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 \$150,000, and a PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. 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 \$7,500.00 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 \$10,000.00 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

\$10,000.00, 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 (~\$191,250.00) allocated to the LWDA PAGA Payment and 25% (~\$63,750.00) 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 45,000 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, 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. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(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 45,000 Pay Periods during the PAGA Period. If the final accounting of the total PAGA Pay Periods increases by more than 10%, then Defendant shall notify Plaintiff that it will, at Defendant's sole discretion, either (i) 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%); or (ii) Defendant can elect to have the PAGA Period be deemed to end on the date that the total number of PAGA Pay Periods in the PAGA Period exceeds 45,000 by 10%.

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

To Defendant:

David Amaya
damaya@fisherphillips.com
Jason A. Fischbein
jfischbein@fisherphillips.com
4747 Executive Drive, Suite 1000
San Diego, California 92121

- 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.
- 10.17 No Public Comment. The Parties and their counsel agree not to issue any press releases, initiate any contact with the press, respond to any press inquiry or make any public communication about the fact, amount or terms of the settlement, except however that this does not prohibit disclosures required by law and/or between Plaintiffs and Plaintiffs' counsel and their expert, or between Defendant and Defendant's counsel and their expert, and those within Defendant's organization or financial advisors/accountants with a need to know in order to approve or execute the terms of this Settlement Agreement. In response to any inquiries Plaintiffs and Plaintiffs' counsel will state that "the case was resolved with Court approval." Plaintiffs' Counsel shall not report the settlement or its content in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiffs or the Settlement Class on their website, and shall not contact any reporters or media regarding the settlement, the Action, or their content. However, Plaintiffs' Counsel is authorized to make disclosure to the Court and the LWDA for the purposes of obtaining the approval of the settlement, concluding any superior court or appellate court proceedings in the Action, and complying with any California Rules of Court or ethical requirements. This disclosure is limited to court filings, electronic submission of settlement documents to the LWDA, and verbal statements made at hearings or conferences with a judicial officer. Plaintiffs and Plaintiffs' counsel, or their representatives, are not permitted to disseminate or publish, distribute or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Nothing in this provision is intended to prohibit: (i) Plaintiffs from discussing this settlement with their spouses, attorneys, tax advisors, or taxing authorities; (ii) Plaintiffs' counsel from citing the settlement in this case as evidence supporting their competence as counsel in wage/hour and/or class action matters in public court filings; or (iii) Plaintiffs' counsel from communicating with the settlement administrator, Plaintiffs in this case, the LWDA, or with the court in which this action is pending; (iv) Plaintiffs' counsel to report on the settlement in other courts as may be required by the California Rules of Court or when responding to any inquiry from another court; (v) Plaintiffs' counsel from discussing the settlement with the Settlement Class if contacted with questions about the settlement or the distribution of settlement proceeds.

Dated: _____, 2025

Plaintiff Isela G. Mendez Palacios

4/3/2025

Dated: _____, 2025

DocuSigned by:

3139AEB648F04C3...

Plaintiff Kristine Samson

Defendant Orange County Global Medical Center, Inc.

Dated: _____, 2025

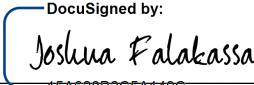
By Its Authorized Representative

AGREED AS TO FORM

FALAKASSA LAW, P.C.

4/3/2025

Dated: _____, 2025

DocuSigned by:

15A628B2C5A149C...

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

BOKHOUR LAW GROUP, P.C.

4/3/2025

Dated: _____, 2025

Signed by:

D8D3643F271940F...

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

FISHER & PHILLIPS LLP

Dated: _____, 2025

David Amaya, Esq.
Jason A. Fischbein, Esq.
Counsel for Defendant
Orange County Global Medical Center, Inc.

EXHIBIT “C”

Check

Formatted: Font: 12 pt

[DATE]

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Dear [NAME]:

Plaintiffs Isela G. Mendez Palacios and Kristine Samson (“Plaintiffs”)—individually and on behalf of other Aggrieved Employees and serving as the representatives for the State of California—brought a claim for civil penalties against their current or former employer, defendant Orange County Global Medical Center, Inc. (“Defendant”) under the Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.* (commonly referred to as “PAGA”).

A PAGA action is a representative action filed on behalf of California to assist it with labor law enforcement. Here, Plaintiffs brought the operative claims against Defendant on behalf of all other similarly situated current and former non-exempt employees of Defendant in California from April 6, 2022, through June 11, 2024 (the “Aggrieved Employees”).

On April 14, 2023, Plaintiffs filed this instant PAGA Representative Action against Defendant for civil penalties based on Defendant’s failure to pay all overtime wages, failure to provide meal periods or pay premium pay in lieu thereof, failure to provide rest periods or pay premium pay in lieu thereof, failure to issue accurate wage statements, failure to pay all sick wages, failure to pay all earned wages due to terminated/resigned employees, failure to reimburse for necessary business expenditures, and unfair business practices.

The enclosed check is your proportional share of the PAGA settlement payment. You are receiving this check because you worked as a non-exempt hourly worker for Defendant in the State of California between April 6, 2022, through June 11, 2024.

As a result of this settlement, you will be unable to bring a claim under the California Private Attorneys General Act, California Labor Code § 2698 *et seq.*, for civil penalties for any violations of the PAGA cause of action in the Complaint, which include California Labor Code Sections 201-203, 204, 210, 226(a), 226(e), 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.4, 1182.11, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2802, 2698 *et seq.*, all applicable California Wage Orders, and all claims or allegations outlined in Plaintiffs’ PAGA Notice letters to the LWDA in connection

with the Action. The covered period for the released PAGA claim is April 6, 2022, through June 11, 2024.

The net settlement amount will be approximately \$260,779.15, of which 75% will be paid to the LWDA (\$195,584.36), and the remaining 25% (\$65,194.79) will be paid to the Aggrieved Employees on a pro-rata basis.

You cannot opt out of the PAGA settlement, and even if you do not cash your check, you will be bound by the release.

~~Any unclaimed funds~~ Please note that no claims for any unpaid or underpaid wages have been settled and that this settlement is without prejudice to any pursuit of such claims.

For any Aggrieved Employee whose Individual PAGA Payment check remains uncashed after the 180-day check cashing period and is subsequently cancelled, the Administrator shall ~~be donated to the designated cy-pres Crime Survivor~~ transmit the funds represented by such checks to the California Unclaimed Property Fund in the name of the Aggrieved Employee.

Enclosed is an IRS Form 1099 for 100% of this payment. Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date. If you have any questions about this payment, contact the Settlement Administrator at _____. Please note that the Settlement Administrator cannot provide tax advice. If you have questions about this payment's tax treatment, we suggest you consult your tax advisor or accountant.

Do not contact the Court to obtain information about the settlement.

Regards,

Palacios et al. v. Orange County Global Medical Center, Inc. Settlement Administrator

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EXHIBIT “D”

Check

[DATE]

Dear [NAME]:

Plaintiffs Isela G. Mendez Palacios and Kristine Samson (“Plaintiffs”)—individually and on behalf of other Aggrieved Employees and serving as the representatives for the State of California—brought a claim for civil penalties against their current or former employer, defendant Orange County Global Medical Center, Inc. (“Defendant”) under the Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.* (commonly referred to as “PAGA”).

A PAGA action is a representative action filed on behalf of California to assist it with labor law enforcement. Here, Plaintiffs brought the operative claims against Defendant on behalf of all other similarly situated current and former non-exempt employees of Defendant in California from April 6, 2022, through June 11, 2024 (the “Aggrieved Employees”).

On April 14, 2023, Plaintiffs filed this instant PAGA Representative Action against Defendant for civil penalties based on Defendant’s failure to pay all overtime wages, failure to provide meal periods or pay premium pay in lieu thereof, failure to provide rest periods or pay premium pay in lieu thereof, failure to issue accurate wage statements, failure to pay all sick wages, failure to pay all earned wages due to terminated/resigned employees, failure to reimburse for necessary business expenditures, and unfair business practices.

The enclosed check is your proportional share of the PAGA settlement payment. You are receiving this check because you worked as a non-exempt hourly worker for Defendant in the State of California between April 6, 2022, through June 11, 2024.

As a result of this settlement, you will be unable to bring a claim under the California Private Attorneys General Act, California Labor Code § 2698 *et seq.*, for civil penalties for any violations of the PAGA cause of action in the Complaint, which include California Labor Code Sections 201-203, 204, 210, 226(a), 226(e), 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.4, 1182.11, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2802, 2698 *et seq.*, all applicable California Wage Orders, and all claims or allegations outlined in Plaintiffs’ PAGA Notice letters to the LWDA in connection

with the Action. The covered period for the released PAGA claim is April 6, 2022, through June 11, 2024.

The net settlement amount will be approximately \$260,779.15, of which 75% will be paid to the LWDA (\$195,584.36), and the remaining 25% (\$65,194.79) will be paid to the Aggrieved Employees on a pro-rata basis.

You cannot opt out of the PAGA settlement, and even if you do not cash your check, you will be bound by the release.

Please note that no claims for any unpaid or underpaid wages have been settled and that this settlement is without prejudice to any pursuit of such claims.

For any Aggrieved Employee whose Individual PAGA Payment check remains uncashed after the 180-day check cashing period and is subsequently cancelled, the Administrator shall transmit the funds represented by such checks to the California Unclaimed Property Fund in the name of the Aggrieved Employee.

Enclosed is an IRS Form 1099 for 100% of this payment. Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date. If you have any questions about this payment, contact the Settlement Administrator at _____. Please note that the Settlement Administrator cannot provide tax advice. If you have questions about this payment's tax treatment, we suggest you consult your tax advisor or accountant.

Do not contact the Court to obtain information about the settlement.

Regards,

Palacios et al. v. Orange County Global Medical Center, Inc. Settlement Administrator

EXHIBIT “E”



Bokhour Law Group PC
Attn: Carlos Garcia
1901 Avenue of the Stars #450
Los Angeles, CA 90067

Invoice No. 10610149	Customer No. 11703
Invoice Date 4/15/23	Total Due [REDACTED]

			Customer No.	Invoice No.	Period Ending	Amount Due	Pg			
			11703	10610149	4/15/23		7			
Date	Ord No.	Svc	Service Detail					Charges	Total	
4/14/23	5289072	DEF	Bokhour Law Group PC 1901 Avenue of the Stars LOS ANGELES CA 90067 Caller: Carlos Garcia 30-2023-01319127-CU-OE-CX Isela G. Mendez Palacios vs. Orange County Global Class Action Complaint;Summons;Civil Case Cover Sheet Signed: Accepted					Orange Civil Electronic Filing DIRECT EFILING CA 00000 Env#: 7422665 Ref: PALACIOS V. ORANGE	Base Chg : 9.50 Addt'l Chgs: 2.25 Adv/Wit Ck: 1435.00 Check Chg : 57.40	1,504.15
DIRECT eFILING										

Continued

INVOICE PAYMENT DUE UPON RECEIPT



First Legal Network, LLC
P.O. Box 743451
Los Angeles CA 90074-3451

TAX ID# 27-3093840

INVOICE

Invoice No.	Customer No.
10613237	11703
Invoice Date	Total Due
4/23/23	

Bokhour Law Group PC
Attn: Carlos Garcia
1901 Avenue of the Stars #450
Los Angeles, CA 90067

BILLING/PAYMENT QUESTIONS
CLIENT CARE (877)350-8698

			Customer No.	Invoice No.	Period Ending	Amount Due	Pg		
			11703	10613237	4/23/23		3		
Date	Ord# No.	Svc	Service Detail					Charges	Total
4/14/23	5289725	B3D	Bokhour Law Group PC 1901 Avenue of the Stars LOS ANGELES CA 90067 Caller: Carlos Garcia 30-2023-01319127-CU-OE-CX Palacios v. Orange County Global Summons/Complaint/Civil Case Coversheet Please file. Signed: Nicole Stauss client r					Orange County Global Medical Center Base Chg : 82.00 2710 Gateway Oaks Drive SACRAMENTO CA 95833 Env#: 8716093 Ref: PALACIO V. ORANGE	82.00
PROCESS-BRANCH 3 DAYS									

INVOICE PAYMENT DUE UPON RECEIPT



First Legal Network, LLC
P.O. Box 743451
Los Angeles CA 90074-3451

TAX ID# 27-3093840

INVOICE

Invoice No.	Customer No.
10613237	11703
Invoice Date	Total Due
4/23/23	

Bokhour Law Group PC
Attn: Carlos Garcia
1901 Avenue of the Stars #450
Los Angeles, CA 90067

BILLING/PAYMENT QUESTIONS
CLIENT CARE (877)350-8698

			Customer No.	Invoice No.	Period Ending	Amount Due	Pg		
			11703	10613237	4/23/23		5		
Date	Ord# No.	Svc	Service Detail					Charges	Total
4/18/23	5292051	DEF	Bokhour Law Group PC 1901 Avenue of the Stars LOS ANGELES CA 90067 Caller: Carlos Garcia 30-2023-01319127-CU-OE-CX Isela G. Mendez Palacios vs. Orange County Global Proof of Service of 30-day Summons & Complaint - Persona Signed: Accepted					Orange Civil Electronic Filing DIRECT EFILING CA 00000 Env#: 7437511 Ref: PALACIOS V. ORANGE	Base Chg : 9.50 Addt'l Chgs: 2.25 11.75

INVOICE PAYMENT DUE UPON RECEIPT



Bokhour Law Group PC
Attn: Carlos Garcia
1901 Avenue of the Stars #450
Los Angeles, CA 90067

Invoice No. 10669820	Customer No. 11703
Invoice Date 9/23/23	Total Due [REDACTED]

Customer No.	Invoice No.	Period Ending	Amount Due	Pg
11703	10669820	9/23/23		2

9/18/23	5446161	DEF	Bokhour Law Group PC 1901 Avenue of the Stars LOS ANGELES CA 90067 Caller: Carlos Garcia 30-2023-01319127-CU-OE-CX Isela G. Mendez Palacios vs. Orange County Global PLAINTIFFS REQUEST FOR DISMISSAL OF CLASS CLAIMS, WITHOU Signed: SUBMITTED	Orange Civil Electronic Filing DIRECT EFILING CA 00000 Env#: 8254030-01 Ref: PALACIOS V. ORANGE	Base Chg : 9.50 Addt'l Chgs: 2.25	11.75
Continued						

INVOICE PAYMENT DUE UPON RECEIPT



Bokhour Law Group PC
Attn: Carlos Garcia
1901 Avenue of the Stars #450
Los Angeles, CA 90067

Invoice No. 10669820	Customer No. 11703
Invoice Date 9/23/23	Total Due [REDACTED]

			Customer No.	Invoice No.	Period Ending	Amount Due	Pg	
			11703	10669820	9/23/23		3	
Date	Ordr No.	Svc	Service Detail				Charges	Total
9/18/23	5446163	ESV	Bokhour Law Group PC 1901 Avenue of the Stars LOS ANGELES CA 90067 Caller: Carlos Garcia 30-2023-01319127-CU-OE-CX Isela G. Mendez Palacios vs. Orange County Global PLAINTIFFS REQUEST FOR DISMISSAL OF CLASS CLAIMS, WITHOU Signed: eServed	Orange Civil Electronic Filing DIRECT EFILING CA 00000 Comment: *NO BASE CHARGE* Env#: 8254030-02 Ref: PALACIOS V. ORANGE	Add'l Chgs:	7.50	7.50	
E-SERVICE								
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INVOICE PAYMENT DUE UPON RECEIPT



First Legal Network, LLC
P.O. Box 743451
Los Angeles CA 90074-3451

TAX ID# 27-3093840

INVOICE

Invoice No.	Customer No.
10806041	11703
Invoice Date	Total Due
6/08/24	

Bokhour Law Group PC
Attn: Carlos Garcia
1901 Avenue of the Stars #450
Los Angeles, CA 90067

BILLING/PAYMENT QUESTIONS
CLIENT CARE (877)350-8698

			Customer No.	Invoice No.	Period Ending	Amount Due	Pg		
			11703	10806041	6/08/24		10		
Date	Ord# No.	Svc	Service Detail					Charges	Total
6/06/24	5761702	ESV	Bokhour Law Group PC 1901 Avenue of the Stars LOS ANGELES CA 90067 Caller: Carlos Garcia 30-2023-01319127-CU-OE-CX Isela G. Mendez Palacios vs. Orange County Global STIPULATION TO FILE SECOND AMENDED PAGA REPRESENTATIVE A Signed: eServed					Orange Civil Electronic Filing DIRECT EFILING CA 00000 Comment: *NO BASE CHARGE* Env#: 9788127-02 Ref: PALACIOS V. ORANGE	Addt'lChgs: 12.25

INVOICE PAYMENT DUE UPON RECEIPT



Bokhour Law Group PC
Attn: Carlos Garcia
1901 Avenue of the Stars #450
Los Angeles, CA 90067

Invoice No. 10808061	Customer No. 11703
Invoice Date 6/15/24	Total Due [REDACTED]

			Customer No.	Invoice No.	Period Ending	Amount Due	Pg			
Date	Ord No.	Svc	Service Detail					Charges	Total	
			11703	10808061	6/15/24		1			
6/06/24	5761699	DEF	Bokhour Law Group PC 1901 Avenue of the Stars LOS ANGELES CA 90067 Caller: Carlos Garcia 30-2023-01319127-CU-OE-CX Isela G. Mendez Palacios vs. Orange County Global STIPULATION TO FILE SECOND AMENDED PAGA REPRESENTATIVE A Signed: Accepted					Orange Civil Electronic Filing DIRECT EFILING CA 00000 Env#: 9788127-01 Ref: PALACIOS V. ORANGE	Base Chg : 11.95 Addt'l Chgs: 2.25 Adv/Wit Ck: 20.00 Check Chg : .80	35.00
DIRECT eFILING										
Continued										

INVOICE PAYMENT DUE UPON RECEIPT



First Legal Network, LLC
P.O. Box 743451
Los Angeles CA 90074-3451

TAX ID# 27-3093840

INVOICE

Invoice No.	Customer No.
10808061	11703
Invoice Date	Total Due
6/15/24	

Bokhour Law Group PC
Attn: Carlos Garcia
1901 Avenue of the Stars #450
Los Angeles, CA 90067

BILLING/PAYMENT QUESTIONS
CLIENT CARE (877)350-8698

			Customer No.	Invoice No.	Period Ending	Amount Due	Pg			
			11703	10808061	6/15/24		12			
Date	Ord# No.	Svc	Service Detail					Charges	Total	
6/14/24	5772028	ESV	Bokhour Law Group PC 1901 Avenue of the Stars LOS ANGELES CA 90067 Caller: Carlos Garcia 30-2023-01319127-CU-OE-CX Isela G. Mendez Palacios vs. Orange County Global SECOND AMENDED PAGA REPRESENTATIVE ACTION COMPLAINT Signed: eServed					Orange Civil Electronic Filing DIRECT EFILING CA 00000 Comment: *NO BASE CHARGE* Env#: 9839398-02 Ref: PALACIOS V. ORANGE	Addt'l Chgs: 12.25	12.25
E-SERVICE										

INVOICE PAYMENT DUE UPON RECEIPT



First Legal Network, LLC
P.O. Box 743451
Los Angeles CA 90074-3451

TAX ID# 27-3093840

INVOICE

Invoice No.	Customer No.
10813338	11703
Invoice Date	Total Due
6/23/24	

Bokhour Law Group PC
Attn: Carlos Garcia
1901 Avenue of the Stars #450
Los Angeles, CA 90067

BILLING/PAYMENT QUESTIONS
CLIENT CARE (877)350-8698

			Customer No.	Invoice No.	Period Ending	Amount Due	Pg		
			11703	10813338	6/23/24		2		
Date	Ord# No.	Svc	Service Detail					Charges	Total
6/14/24	5772001	DEF	Bokhour Law Group PC 1901 Avenue of the Stars LOS ANGELES CA 90067 Caller: Carlos Garcia 30-2023-01319127-CU-OE-CX Isela G. Mendez Palacios vs. Orange County Global SECOND AMENDED PAGA REPRESENTATIVE ACTION COMPLAINT Signed: Accepted					Orange Civil Electronic Filing DIRECT EFILING CA 00000 Env#: 9839398-01 Ref: PALACIOS V. ORANGE	Base Chg : 11.95 Addt'lChgs: 2.25 14.20

INVOICE PAYMENT DUE UPON RECEIPT



First Legal Network, LLC
P.O. Box 743451
Los Angeles CA 90074-3451

TAX ID# 99-3169047

INVOICE

Invoice No.	Customer No.
10851020	11703
Invoice Date	Total Due
8/31/24	

Bokhour Law Group PC
Attn: Carlos Garcia
1901 Avenue of the Stars #450
Los Angeles, CA 90067

BILLING/PAYMENT QUESTIONS
CLIENT CARE (877)350-8698

			Customer No.	Invoice No.	Period Ending	Amount Due	Pg		
			11703	10851020	8/31/24		3		
Date	Ord# No.	Svc	Service Detail					Charges	Total

INVOICE PAYMENT DUE UPON RECEIPT



Bokhour Law Group PC
Attn: Carlos Garcia
1901 Avenue of the Stars #450
Los Angeles, CA 90067

Invoice No. 10851020	Customer No. 11703
Invoice Date 8/31/24	Total Due [REDACTED]

[illegible]**INVOICE PAYMENT DUE UPON RECEIPT**



Bokhour Law Group PC
Attn: Carlos Garcia
1901 Avenue of the Stars #450
Los Angeles, CA 90067

Invoice No.	Customer No.
10866878	11703
Invoice Date	Total Due
9/23/24	

			Customer No.	Invoice No.	Period Ending	Amount Due	Pg			
Date	Ord No.	Svc	Service Detail					Charges	Total	
			11703	10866878	9/23/24		5			
9/17/24	5888763	DEF	Bokhour Law Group PC 1901 Avenue of the Stars LOS ANGELES CA 90067 Caller: Carlos Garcia 30-2023-01319127-CU-OE-CX Isela G. Mendez Palacios vs. Orange County Global JOINT STATUS CONFERENCE REPORT Signed: Accepted					Orange Civil Electronic Filing DIRECT EFILING CA 00000 Env#: 10407358-01 Ref: PALACIOS V OCGMC	Base Chg : 11.95 Addt'l Chgs: 2.25	14.20
DIRECT eFILING										
Continued										

INVOICE PAYMENT DUE UPON RECEIPT



First Legal Network, LLC
P.O. Box 743451
Los Angeles CA 90074-3451

TAX ID# 99-3169047

INVOICE

Invoice No.	Customer No.
10866878	11703
Invoice Date	Total Due
9/23/24	

Bokhour Law Group PC
Attn: Carlos Garcia
1901 Avenue of the Stars #450
Los Angeles, CA 90067

BILLING/PAYMENT QUESTIONS
CLIENT CARE (877)350-8698

			Customer No.	Invoice No.	Period Ending	Amount Due	Pg			
			11703	10866878	9/23/24		6			
Date	Ord# No.	Svc	Service Detail					Charges	Total	
9/17/24	5888790	ESV	Bokhour Law Group PC 1901 Avenue of the Stars LOS ANGELES CA 90067 Caller: Carlos Garcia 30-2023-01319127-CU-OE-CX Isela G. Mendez Palacios vs. Orange County Global JOINT STATUS CONFERENCE REPORT Signed: eServed					Orange Civil Electronic Filing DIRECT EFILING CA 00000 Comment: *NO BASE CHARGE* Env#: 10407358-02 Ref: PALACIOS V OCGMC	Addt'lChgs: 10.50	10.50
E-SERVICE										
									Continued	

INVOICE PAYMENT DUE UPON RECEIPT



Berger Consulting Group
P.O. Box 261954
Encino, CA 91426

DATE: 3/14/2024
INVOICE # 10025
FOR: *Palacios v Orange
County Global
Medical Center*

Bill To:
Bokhour Law Group, PC

DESCRIPTION	AMOUNT
Palacios v Orange County Global Medical Center (9.90 hours @ 450/hr Rate)	\$ 4,455.00
TOTAL	\$ 4,455.00

Please make all checks payable to: Berger Consulting Group, LLC
P.O. Box 261954
Encino, CA 91426

Thank you for your business.

INVOICE

Frank Feder

Mediators

Monday, June 26, 2023

Mehrdad Bokhour, Esq.
Bokhour Law Group, P.C.
1901 Avenue of the Stars, Suite 450
Los Angeles, CA 90067

RE: Palacios, et al. v. Orange County Global Medical Center
Our File Number: 4046 - 4336
Your Client: Palacios, et al.

INVOICE

Mediation Services Scheduled for:

Thursday, March 7, 2024	\$8,000
(Total Fee: \$16,000)	

PAYMENT IS DUE ON OR BEFORE Thursday, January 25, 2024.

The mediation will not go forward until full payment is received from each party.

Please make the check payable directly to Marc Feder, Mediated Negotiations, Inc. whose Federal Tax Identification Number is 81-0597890.

Upon reserving a date the parties agree that they have read and are bound by the cancellation policy.

Please put the file name, number and the party on whose behalf you are paying and send to:

Marc Feder
c/o Frank & Feder
2173 Salk Avenue, Suite 250
Carlsbad, CA 92008

EXHIBIT “F”

Case Name: Palacios , et al. v. OCGMC

Wednesday, May 8, 2024

Requesting Attorneys Name:	Mehrdad Bokhour
E-Mail:	mehrdad@bokhourlaw.com
ILYM Contact:	Lisa Mullins
E-Mail:	Lisa@ilymgroup.com
Contact Number:	714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	1,536
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	No
NCOA	Yes
Case Duration (Years)	1

Summary Estimate: ILYM Group Fees & Expenses

Case Startup:	\$1,739.48
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$5,720.52
Case Conclusion:	\$990.00

Total ILYM Fees & Expenses: \$8,450.00

Case Name: Palacios , et al. v. OCGMC

Wednesday, May 8, 2024

Requesting Attorneys Name: Mehrdad Bokhour

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	2	\$300.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
NCOA	Flat Rate	\$510.00	1	\$510.00
Toll-Free Call Center	Flat Rate	\$569.48	1	\$569.48

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal **\$1,739.48**

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	3	\$450.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	3	\$375.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.00	1,536	\$1,536.00
USPS First Class 1oz Postage	Per Piece	\$0.64	1,536	\$983.04
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$1.50	184	\$276.48
Preparation of Taxes	Hourly	\$150.00	4	\$600.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal **\$5,720.52**

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Process Unclaimed Funds	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$120.00	2	\$240.00

Subtotal **\$990.00**

Total Case Estimate: \$8,450.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM 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, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

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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 9, 2025, I served the following document(s) described as **SUPPLEMENTAL DECLARATION OF MEHRDAD BOKHOUR IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT** on the interested parties in this action:

David E. Amaya, Esq.
damaya@fisherphillips.com
Jason A. Fischbein, Esq.
jfischbein@fisherphillips.com
Julia F. Drury, Esq.
jdrury@fisherphillips.com
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 9, 2025, at Los Angeles, California.

/s/ Carlos Garcia
Carlos Garcia