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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

KRYSTAL LOPEZ, KELLY ZBORALSKE,
BRANDON CHIN, KIMBERLY
HERNANDEZ, on behalf of the State of
California and other aggrieved persons,

Plaintiffs,

v.

GLENDALE ADVENTIST MEDICAL
CENTER, a California Non-Profit Corporation;
and DOES 1 to 10, inclusive

Defendants.

Case No.: 22STCV31868

*[Assigned for All Purposes to the Hon.
Theresa M. Traber, Dept. 1]*

**~~PROPOSED~~ ORDER GRANTING
JOINT STIPULATION REQUESTING
APPROVAL OF SETTLEMENT
PURSUANT TO THE LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004 AND JUDGMENT
THEREON**

Complaint Filed: September 29, 2022
FAC Filed: January 27, 2023
SAC Filed: March 19, 2026

**~~PROPOSED~~ ORDER GRANTING JOINT STIPULATION REQUESTING APPROVAL OF
SETTLEMENT PURSUANT TO PAGA AND JUDGMENT THEREON**

FILED
Superior Court of California
County of Los Angeles

05/19/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

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Attorneys for Plaintiff
KRYSTAL LOPEZ

1 The Court, having considered the submissions of Plaintiffs Krystal Lopez, Kelly Zboralske,
2 Brandon Chin, and Kimberly Hernandez (collectively, “Plaintiffs”) and Defendant Glendale
3 Adventist Medical Center (“Defendant”) (Plaintiffs and Defendant collectively, the “Parties”), the
4 Parties’ Joint Stipulation Requesting Approval of Settlement Under the Labor Code Private
5 Attorneys General Act (“PAGA”), and all legal authorities and documents submitted in support
6 thereof, including), and for good cause appearing, HEREBY ORDERS AND ENTERS
7 JUDGMENT as follows:

8 1. This Order incorporates the Parties’ PAGA Settlement Agreement (“Settlement
9 Agreement”) attached to the Declaration of Arrash T. Fattahi in support of the Joint Stipulation
10 Requesting Approval of Settlement Under PAGA as **Exhibit 8**. Unless otherwise provided
11 herein, all capitalized terms used herein shall have the same meaning as defined in the
12 Settlement Agreement.

13 2. The Court hereby finds that Plaintiffs notified the Labor and Workforce
14 Development Agency (“LWDA”) of the Settlement in accordance with the notice requirements
15 of California Labor Code § 2699(s). The Court has received no objection from the LWDA
16 regarding the Settlement.

17 3. The Court finds that the Settlement has been reached as a result of serious and
18 non-collusive, arm’s-length negotiations. The Court has considered the nature of the claims, the
19 procedural history of this case, the amounts paid in settlement, and the allocation of settlement
20 proceeds among the LWDA and the Aggrieved Employees. The Court hereby finds the
21 Settlement involves the resolution of a bona fide dispute, was entered into in good faith, and
22 provides genuine and meaningful relief under PAGA. The Court therefore approves the
23 Settlement as fair, adequate, and reasonable and directs the Parties to effectuate the Settlement
24 according to the terms outlined in the Settlement Agreement.

25 4. Defendant shall pay the Gross Settlement Amount of \$1,484,000.00 according to
26 the terms of the PAGA Settlement Agreement.

27 5. The Net Settlement Amount means the Gross Settlement Amount minus the
28 following: (a) \$494,666.66 allocated to PAGA Counsel’s attorneys’ fees; (b) \$20,183.78 allocated

1 to PAGA Counsel's litigation costs; (c) \$14,950.00 allocated to the Settlement Administrator
2 Expenses; and (d) \$7,500.00 allocated to each of the Plaintiffs as PAGA Representative Payments
3 (\$30,000.00 total).

4 a. The Court approves payment to Plaintiffs' counsel, Wilshire Law Firm, PLC
5 and Bradley Grombacher LLP for attorneys' fees in the amount of \$494,666.66, to be paid from
6 the Gross Settlement Amount.

7 b. The Court approves payment to Plaintiffs' counsel, Wilshire Law Firm, PLC
8 and Bradley Grombacher LLP of litigation costs in the amount of \$20,183.78, to be paid from the
9 Gross Settlement Amount.

10 c. The Court approves payment to the Settlement Administrator, ILYM Group
11 Inc., for its reasonable costs and fees to administer the Settlement, in the amount of \$14,950.00, to
12 be paid from the Gross Settlement Amount.

13 d. The Court approves \$7,500.00 to be paid to Plaintiffs Krystal Lopez, Kelly
14 Zboralske, Brandon Chin, and Kimberly Hernandez each as a PAGA Representative Payment for
15 their efforts as named plaintiffs and representatives for the Aggrieved Employees and the State of
16 California, to be paid from the Gross Settlement Amount.

17 6. Of the Net Settlement Amount, which amounts to \$924,199.56, 75% (\$693,149.67)
18 shall be allocated to the LWDA and 25% (\$231,049.89) shall be allocated to the Aggrieved
19 Employees.

20 7. The 25% of the Net Settlement Amount allocated to Aggrieved Employees shall be
21 distributed to Aggrieved Employees pro rata according to the number of Pay Periods the Aggrieved
22 Employee worked during the PAGA Period. "Aggrieved Employees" means all current and former
23 non-exempt California employees of Defendant from September 29, 2021, through August 5, 2025.
24 "PAGA Period" means the period from September 29, 2021, through August 5, 2025.

25 8. The Court directs Defendant to fully fund the Gross Settlement Amount by
26 transmitting the funds to the Administrator no later than 14 days after the Effective Date.

27 9. "Effective Date" means the date by when both of the following have occurred: (a)
28 the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is

1 final. The Judgment is final as of the latest of the following occurrence: (a) if no appeal is filed,
2 the expiration date of the time for the filing or noticing of any appeal from, or other challenge to,
3 the Court's Judgment (i.e., 61 calendar days after notice of entry of the Court's Judgment); (ii) if
4 an appeal is filed, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal,
5 or the expiration of the time to file a petition or writ of certiorari to the United States Supreme
6 Court or California Supreme Court; or (iii) if a petition for writ of certiorari is filed, the date of
7 denial of the petition or writ of certiorari, or the date the Judgment is affirmed pursuant to such
8 petition.

9 10. Effective on the date when Defendant fully funds the entire Gross Settlement
10 Amount, All Aggrieved Employees are deemed to release, on behalf of themselves and their
11 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
12 and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or
13 reasonably could have been alleged, based on the PAGA Period facts stated in the operative
14 Complaints, and the PAGA Notices during the PAGA Period, irrespective of the underlying theory
15 of recovery supporting the claim for PAGA penalties. The released claims include, but are not
16 limited to, PAGA claims based on any alleged failure to pay wages and/or overtime, failure to
17 provide meal periods or rest periods, failure to provide accurate wage statements, inaccurate
18 records, unreimbursed business expenses, sick leave violations, failure to provide COVID-19
19 supplemental paid sick leave, failure to pay wages timely upon termination of employment, and
20 any alleged violations of Labor Code sections 98.6, 201-204, 206, 206.5, 208, 210, 221, 221.5 224,
21 225, 225.5, 226, 226.3, 226.6, 226.7, 226.8, 227.3, 245, et seq., 246, 248, 248.1, 248.2,
22 510,512,551,552, 553,558,558.1, 1174, 1174.5, 1175,1182.12, 1185, 1194, 1194.2, 1197, 1197.1,
23 1198, 1198.5, 1199, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1299, 1308, 1308.1, 1308.5,
24 1391, 1392, 2698, 2699, 2800, 2802 6310, 6311, and 6400, and relevant wage orders.

25 11. “Released Parties” means: Defendant and its predecessors, successors, subsidiaries,
26 parent companies, other corporate affiliates, customers, and assigns, and all of their officers,
27 directors, employees, agents, servants, representatives, attorneys, insurers, successors and assigns,
28 and any other persons acting by, through, under or in concert with any of them.

12. The Court directs the Settlement Administrator to carry out its duties under the terms of the Settlement. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator shall mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Representative Payments, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

13. Checks for the Individual PAGA Payments sent to Aggrieved Employees shall be cancelled and become void. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

14. Nothing in this Order, the Settlement, nor any exhibit, document, or instrument delivered thereunder shall be construed as an admission or concession by any party of any fault, omission, liability or wrongdoing. They also should not be construed as a concession or admission by Defendant that the claims asserted have any merit or that this action was properly brought as a representative action, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted by any person. This Order is not a finding of the validity or invalidity of any claims in this action or a determination of any wrongdoing by any party. The Settlement and this resulting Order and entry of judgement simply represent a compromise of disputed allegations.

15. Upon completion of the Settlement, the Administrator shall provide written certification of the completion to the Court and counsel for the Parties which shall be filed with the Court on or before December 4, 2026, ~~2026 (suggested 15 days prior to compliance hearing)~~. The Court sets a final accounting ~~hearing~~^{non-appearance review} to assess compliance with this Order and the Settlement Agreement for _____ (~~proposed December 18, 2026~~) at 4:00
a.m./p.m.

16. This Order is intended to be a final disposition of the lawsuit in its entirety.

17. Without affecting the finality of this Order, under California Code of Civil Procedure section 664.6, this Court shall retain jurisdiction over the Parties to enforce the Settlement until performance in full of the Settlement's terms.

18. Plaintiffs' counsel shall submit a copy of this Order to the LWDA.

19. The Court hereby enters final judgment in this Action in accordance with the terms of the Settlement Agreement.

IT IS SO ORDERED.

Dated: 05/19/2026

By: HONORABLE THERESA M. TRABER
JUDGE OF THE SUPERIOR COURT