

HAIG B. KAZANDJIAN LAWYERS, APC

Haig B. Kazandjian, Esq. (SBN 278622)
haig@hbklawyers.com
Cathy Gonzalez, Esq. (SBN 310625)
cathy@hbklawyers.com
Melissa Robinson, Esq. (SBN 336951)
melissa@hbklawyers.com
801 North Brand Boulevard, Suite 1015
Glendale, California 91203
1-818-696-2306 Telephone
1-818-696-2307 Fax

Attorneys for Plaintiff Rosie Adams
individually and on behalf of all other Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

ROSIE ADAMS, individually and on
behalf of all other Aggrieved Employees;

Plaintiff,

vs.

DIDI HIRSCH PSYCHIATRIC SERVICE,
California Nonprofit Corporation, and
DOES 1 through 50, inclusive,

Defendants.

Case No. 24STCV00438

*[Assigned For All Purposes to Hon. Wendy
Chang, Dept. 36]*

**AMENDED ~~[PROPOSED]~~ ORDER AND
JUDGMENT APPROVING
REPRESENTATIVE PAGA SETTLEMENT**

Continued Hearing on Motion for Approval
of PAGA Settlement:
Date: March 26, 2026
Time: 8:30 a.m.
Dept.: 36

RESERVATION ID: 584483559555

Complaint Filed: January 8, 2024

Pursuant to Plaintiff's Motion for Approval of PAGA Representative Settlement by the
Parties and good cause appearing:

Having considered the Parties' submissions, and all legal authorities and documents
submitted in support thereof, including the PAGA Settlement Agreement ("PAGA Settlement
Agreement" or "Settlement"), attached to the Kazandjian Declaration as **Exhibit 1**, and good
cause appearing, IT IS HEREBY ORDERED that Plaintiff's Motion is GRANTED, subject to
the following findings and orders:

- a) All terms used herein shall have the same meaning as defined in the PAGA Settlement
Agreement attached to the Kazandjian Declaration as **Exhibit 1**.

b) The Court hereby approves the terms set forth in the PAGA Settlement Agreement and finds that the PAGA Settlement Agreement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the PAGA Settlement Agreement according to its terms. The Court finds that the PAGA Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties were able to reasonably evaluate their respective positions. The Court also finds that settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery being provided as part of the Settlement and recognizes the value accorded to the State of California and Aggrieved Employees.

c) The PAGA Settlement Agreement is not an admission by Defendant Didi Hirsch Psychiatric Service ("Defendant" or "DHPS"), or by any other Released Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order and Judgment, the PAGA Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the PAGA Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession or liability whatsoever by or against Defendant or any of the other Released Parties.

d) Defendant shall pay the Aggrieved Employees pursuant to the procedure described in the PAGA Settlement Agreement attached to the Kazandjian Declaration as Exhibit 1.

e) The payments to the Aggrieved Employees shall be mailed to the Aggrieved Employees with the Notice of Settled Representative Action, attached to Kazandjian Decl. at Exhibit 3.

f) After reviewing the proposed PAGA Settlement Agreement, the Declaration of Haig B. Kazandjian in Support of Approval of Representative PAGA Action Settlement, and the Settlement Agreement and the Exhibits attached thereto, the Court finds that the PAGA penalties awarded in this matter are fair and reasonable and therefore approves it pursuant to Labor Code 2699(1)(2).

g) The Court hereby confirms Haig B. Kazandjian Lawyers, APC as PAGA Counsel.

h) The Court hereby awards attorneys' fees in the amount of 33% of the Gross PAGA Settlement amount in addition to litigation costs, which consist of \$118,834.65 in attorneys' fees and \$18,089.05 in attorneys' costs. The Court finds that the PAGA attorneys' fees and costs requested were reasonable in light of the amount recovered and the relevant factors under California law. The payment of fees to PAGA Counsel shall be made in accordance with the terms of the Settlement.

i) The Court appoints Simpluris as the Settlement Administrator and directs that the PAGA penalty payments be distributed by Simpluris as set forth in the PAGA Settlement Agreement and this Order. The Court approves Simpluris' Settlement Administration Fees of \$4,000.00 for its services in this matter and to be paid as set forth in the Settlement Agreement.

j) The Court approves the general release and enhancement payment to Plaintiff Rosie Adams in the amount of \$10,000.00 to be paid as set forth in the Settlement Agreement. Plaintiff fully and unconditionally forever releases and discharges the Released Claims from Plaintiff's Released Claims as defined in ¶ 5.1 of the Settlement Agreement.

k) The Court further orders, adjudges and decrees that each Aggrieved Employee (including Plaintiff) and the California Labor and Workforce Development Agency, shall only release claims alleged in the operative complaint and/or PAGA Notice. Specifically, the Released Claims means the following, effective on the date when Defendants fully fund the entire Gross Settlement Amount All Aggrieved Employees are deemed to release, all PAGA claims against Defendant, including Defendant's joint employers, staffing companies, respective officers directors, shareholders, agents, assigns, attorneys, insurers, agents, independent contractors, employees, predecessor, successors, parents, subsidiaries, affiliated, related entities or other representatives of any kind, and related parties that have been asserted in the operative Complaint, which includes the California Labor Code Private Attorneys General Act of 2004 (PAGA) claims based on Defendant's alleged failure to provide employment records, failure to pay overtime and double time, failure to provide rest and meal periods, failure to pay minimum wage, failure to keep accurate payroll records and provide itemized wage statements, failure to pay reporting time wages, failure to pay split shift wages, failure to pay all wages earned on

1 time, failure to pay all wages earned upon discharge or resignation, failure to reimburse
2 necessary, business-related expenses, failure to provide notice of paid sick time and accrual,
3 violation of Labor Code section 558(a), and all other claims and allegations made or which
4 could have been made in the Action based on the facts and allegations pled in the operative
5 Complaint and PAGA Notice to the LWDA, from November 2, 2022 through the date the Court
6 enters an Order/Judgment approving the PAGA Settlement.”

7 The Court hereby enters FINAL JUDGMENT in favor of Plaintiffs and the Aggrieved
8 Employees in the amount of \$360,105.00 for Plaintiffs’ claims. The Judgment is awarded and
9 allocated as follows:

- 10 (a) Plaintiffs’ Counsel’s attorneys’ fees in the amount of 33% of the total Settlement Amount,
11 in the amount of \$118,834.65;
- 12 (b) Plaintiffs’ Counsel’s costs in the amount of \$18,089.05;
- 13 (c) Settlement Administration Costs of \$4,000.00 to be paid to the Settlement Administrator;
- 14 (d) \$10,000.00 to Plaintiff Rosie Adams as her general release and enhancement payment
- 15 (e) the remainder of the Total Settlement Amount after deducting the items (a), (b), (c) and (d)
16 herein shall be designated as the PAGA Payment, which is estimated to be \$209,181.30,
17 and will be allocated between the LWDA and the PAGA Settlement Employees pursuant to
18 the Labor Code with 75% (\$156,885.97) paid to the LWDA and 25% (\$52,295.33) paid to
19 the PAGA Members pursuant to the formula in the Agreement.
- 20 (f) Defendant shall have no further liability for costs, expenses, interests, attorneys’ fees, or for
21 any other charge, expense or liability and shall be released from all PAGA Released Claims
22 and Plaintiffs’ Released Claims, all as set forth in the Agreement.
- 23 (g) This Judgment is intended to be a final disposition of the three above-captioned related
24 actions in their entirety, and is intended to be immediately appealable.
- 25 (h) The Court hereby dismisses this entire Action with prejudice.
- 26 (i) The Court shall have and retain continuing jurisdiction over the Actions and the Parties and
27 the State of California as real party in interest for the PAGA Settlement Employees
28 pursuant to California Code of Civil Procedure § 664.6 including after the entry of this

Order and Judgment, to the fullest extent necessary to interpret, enforce and effectuate the terms and intent of Agreement and this Order and Judgment.

(j) Pursuant to Labor Code § 2699(1)(3), Plaintiff shall submit a copy of this Order and Judgment to the LWDA within ten (10) days of entry of this Order and Judgment.

IT IS SO ORDERED AND ADJUDGED.

Dated: 03/26/2026



Honorable Wendy Chang
Wendy Chang / Judge

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 18 and not a party to the within action. My business address is 801 North Brand Boulevard, Suite 1015, Glendale, California 91203.

On March 18, 2026, I served the foregoing document(s) described as:

**AMENDED [PROPOSED] ORDER AND JUDGMENT APPROVING
REPRESENTATIVE PAGA SETTLEMENT**

on the interested parties in this action by method indicated below:

Rinat Klier-Erlich, Esq.
Gayley M. Buckner, Esq.
ZELMS ERLICH & MACK
20920 Warner Center Lane, Suite B
Woodland Hills, California 91367
Telephone: (480) 608-2114
Facsimile: (818) 999-9155
rerlich@zelmserlich.com
gbuckner@zelmserlich.com
abraga@zelmserlich.com
rrojas@zelmserlich.com
service@zelmserlich.com

Attorneys for Defendants,
DIDI HIRSCH PSYCHIATRIC SERVICE

[X] **BY ELECTRONIC MAIL:** Based on a court order or agreement by the parties to accept service by e-mail or electronic transmission, I transmitted the foregoing document(s) by electronic mail from osbaldo@hbklawyers.com to the electronic mail addresses indicated on the mailing list. The transmission was reported as complete and without error.

[X] (STATE): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 18, 2026, at Glendale, California.

/s/ Osbaldo Bautista

Osbaldo Bautista