

Lilit Tunyan (SBN 329351)
ltunyan@tunyanlaw.com
Artur Tunyan (SBN 349174)
atunyan@tunyanlaw.com
TUNYAN LAW, APC
535 N Brand Blvd. Suite 285
Glendale, California 91203
Telephone: (323) 410-5050

Seung Yang (SBN 249857)
seung.yang@thesentinel-firm.com
Tiffany Hyun (SBN 311743)
tiffany.hyun@thesentinel-firm.com
THE SENTINEL FIRM, APC
355 S. Grand Ave., Suite 1450
Los Angeles, California 90071
Telephone: (213) 985-1150
Facsimile: (213) 985-2155

Attorneys for Plaintiff OLIVIA PASS

Additional counsel on next page

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

OLIVIA PASS, and HADIZA JIMADA, as
individuals, and on behalf of all employees
similarly situated,

Plaintiffs,

v.

DEL AMO HOSPITAL, INC., a California
Corporation; UHS OF DELAWARE, INC., a
Delaware corporation; DEL AMO
BEHAVIORAL HEALTH SYSTEM, an
unknown business entity; DEL AMO
BEHAVIORAL HEALTH SYSTEM OF
CALIFORNIA, an unknown business entity
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 24STCV03085

[Assigned for all purposes to Hon. William E.
Weinberger, Dept. 37]

**[PROPOSED] ORDER GRANTING
APPROVAL OF SETTLEMENT OF CLAIMS
BROUGHT PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004 AND
ENTERING JUDGMENT**

Reservation ID: 476005153224

Date: May 26, 2026

Time: 8:30 a.m.

Courtroom: Dept. 37

Judge: Hon. William E. Weinberger

Action Filed: February 5, 2024

Trial Date: Not Set

1 Joanna Ghosh (SBN 272479)
Daniel Bass (SBN 287466)
2 Brian J. St. John (SBN 304112)
LAWYERS for JUSTICE, PC
3 450 North Brand Boulevard, Suite 900 Glendale, California 91203
Tel: (818) 265-1020
4 Fax: (818) 265-1021

5 Attorneys for Plaintiff HADIZA JIMADA
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:**

2 Plaintiffs OLIVIA PASS and HADIZA JIMADA (“Plaintiffs”), individually and in their capacity
3 as representatives of the State of California on behalf of other allegedly aggrieved employees and
4 Defendants DEL AMO HOSPITAL, INC., UHS OF DELAWARE, INC., DEL AMO BEHAVIORAL
5 HEALTH SYSTEM, DEL AMO BEHAVIORAL HEALTH SYSTEM OF CALIFORNIA
6 (“Defendants”) (collectively, “the Parties”) have reached terms of settlement of this action alleging a
7 claim for relief pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code § 2698,
8 *et seq.* (“PAGA”).

9 Plaintiffs filed a Motion for an Order Approving Settlement of Claims Brought Pursuant to the
10 Private Attorneys General Act of 2004 (“PAGA”) (the “Motion”) memorialized in the PAGA
11 SETTLEMENT AGREEMENT (the “Settlement” or “Settlement Agreement”), a true and correct copy of
12 which is attached as **Exhibit 1** to the Declaration of Lilit Tunyan submitted. The Court having considered
13 all the papers filed and otherwise being fully informed, and good cause appearing therefor enters into this
14 Order and Judgment which is intended to be a final disposition of the Action in its entirety.

15 **IT IS HEREBY ORDERED and ADJUDGED** that the Motion for approval of settlement of
16 claims brought pursuant to PAGA is **GRANTED** subject to the following findings and orders:

17 1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall have the
18 same meaning as given in the Settlement Agreement. The terms, provisions, and obligations set forth in
19 the Settlement Agreement are deemed a part of this Order and Judgment incorporated herein in their
20 entirety.

21 2. Pursuant to PAGA, California Labor Code § 2699(l)(2), the Labor and Workforce
22 Development Agency (the “LWDA”) has been given timely notice of the Settlement Agreement. The
23 Court finds and determines that Plaintiffs’ notice of the Settlement to the LWDA complied with the
24 statutory requirements of PAGA.

25 3. The Court has determined that the Settlement is, in all respects, fair, reasonable and accurate,
26 and meets the requirements for approval under PAGA. Accordingly, the Court approves the Settlement.

27 4. The Court finds that the Gross Settlement Amount, Net Settlement Amount, and the
28 methodology used to calculate and pay the LWDA Payment, and the PAGA Settlement payments to the

1 PAGA Settlement Members, in accordance with the Settlement, are fair and reasonable.

2 5. The Court confirms approval of the Settlement as to the following group of individuals,
3 collectively referred to as the “Aggrieved Employees” (sometimes also referred to as “PAGA
4 Employees”):

5 All individuals who were employed by Defendants Del Amo Hospital, Inc. in the
6 State of California and classified as non-exempt who performed work, or
7 continue to work, at any time from February 5, 2023 through the date of entry of
8 the Judgment and Approval Order or as modified under Paragraph 8 of the
9 Agreement, whether current or former employees.

10 6. The Court approves the Notice to Aggrieved Employees, attached as Exhibit B to the
11 Settlement Agreement.

12 7. PAGA claims are released as follows:

13 “Effective on the date when Defendants fully fund the entire Gross Settlement Amount all
14 Aggrieved Employees, including Plaintiffs, are deemed to release, on behalf of themselves and
15 their respective former and present representatives, agents, attorneys, heirs, administrators,
16 successors and assigns, the Released Parties from all civil penalties which are or may be
17 available under or through the PAGA for any violation of the Labor Code, Wage Orders,
18 regulations, and/or any other provisions of state and federal law based on the facts that were
19 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
20 Operative Complaint and the PAGA Notices. Any Aggrieved Employee covered by this
21 Agreement will be barred from proceeding with any Released Claim released by this Agreement,
22 which includes PAGA penalties for alleged violation of California Labor Code sections 201, 202,
23 203, 204, 210, 226(a), 226.7, 245-249, 510, 512, 551, 552, 558, 1174, 1174.5, 1175, 1194,
24 1194.2, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders,
25 including inter alia, Wage Orders 4-2001 and 5-2001 (the “Released Claims”).”

26 Released Parties are as follows:

27 “Defendants Del Amo Hospital, Inc. d/b/a Del Amo Behavioral Health System,
28 UHS of Delaware, Inc. and or any of them, and any of their past, present, and
future direct or indirect parents (including without limitation Universal Health
Services, Inc.), subsidiaries, predecessors, successors, and affiliates, and dbas
(including without limitation Del Amo Behavioral Health System and Del Amo
Behavioral Health System of California), as well as each of their past, present,
and future officers, directors, employees, partners, members, shareholders,
agents, attorneys, insurers, reinsurers, and any individual or entity that could be
jointly liable with any of them.”

8. The Court authorizes Phoenix Class Action Administration Solutions to act as the Settlement
Administrator.

1 9. The Court authorizes the Settlement Administrator to calculate and pay the Settlement
2 payments, in accordance with the terms of the Settlement.

3 10. Defendants are directed to deliver the Gross Settlement Amount to the Settlement
4 Administrator within twenty (20) days after the Effective Date, as set forth in the Settlement Agreement.

5 11. The Court awards Plaintiffs in this Action their Enhancement Award of **\$10,000.00** to each
6 Plaintiff (total **\$20,000.00**) in accordance with the terms of the Settlement Agreement.

7 12. The Court awards the Settlement Administrator in this Action its fees and costs of **\$6,500.00**
8 in accordance with the terms of the Settlement Agreement.

9 13. The Court awards Plaintiffs' Counsel in this Action its fees of **\$183,750.00** in accordance with
10 the terms of the Settlement Agreement. The Court awards to Plaintiffs' Counsel actual costs of **\$30,000.00**.

11 14. The Court approves the allocations and gross settlement amount of **\$525,000.00** for the release
12 of claims brought under PAGA, to be paid in accordance with the terms of the Settlement.

13 15. Under the terms of the Settlement, the Net Settlement Amount is **\$284,750.00**. Seventy-five
14 percent (75%) of the Net Settlement Amount will be paid to the State of California Labor and Workforce
15 Development Agency ("LWDA Payment"), and the remaining amount (25%) of the Net Settlement
16 Amount shall be distributed to the PAGA Employees in accordance with the terms of the Settlement.

17 16. Checks for Settlement Shares sent to PAGA Settlement Members shall be valid for one
18 hundred eighty (180) days after issuance. Funds remaining from any checks for Settlement Shares
19 uncashed after one hundred eighty (180) days will be disbursed to the California Controller's Unclaimed
20 Property Fund in the name of the PAGA Settlement Member.

21 17. Nothing in this Order and Judgment or the Settlement shall be construed as an admission or
22 concession by any party. The Settlement and this resulting Order and Judgment simply represent a
23 compromise of disputed allegations.

24 18. Plaintiffs are directed to submit a copy of this Order and Judgment to the LWDA within ten
25 (10) days of the date of this Order and Judgment.

26 19. After entry of this Order and Judgment, pursuant to California Rules of Court, Rule
27 3.769(h) and Civil Procedure Code § 664.6, the Court shall retain jurisdiction to construe, interpret,
28 implement, and enforce the Settlement Agreement and this Order and Judgment, to hear and resolve any

1 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising
2 from or in connection with the distribution of settlement benefits.

3 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.**

4 Dated: _____

Hon. William E. Weinberger
LOS ANGELES COUNTY SUPERIOR COURT
JUDGE

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On the date indicated below, I served the document described as: **PROPOSED] ORDER GRANTING APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 AND ENTERING JUDGMENT** on the interested parties in this action by sending a true copy thereof to interested parties as follows and as stated on the attached service list:

Attorneys for Defendants DEL AMO HOSPITAL, INC.

[✓] **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via electronic mail. I did not receive an error message.

Executed on March 8, 2026, at Glendale, California.

Name _____ Signature _____