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10 *Attorneys for Plaintiff*
11 EVA PACHECO

12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF LOS ANGELES**

15 EVA PACHECO, as an aggrieved employee
16 and private attorney general,

17 Plaintiff,

18 vs.

19 HUGS HEALTHCARE, INC. also known as
20 HCFS, INC., a Texas corporation;
21 CENTAURI HEALTH SOLUTIONS, INC., a
22 Delaware corporation; and DOES 1 through
23 50, inclusive,

24 Defendants.

Case No. 21STCV00277

*Assigned for all purposes to: Hon. Michael L.
Stern, Dept. 62*

NOTICE OF ENTRY OF JUDGMENT

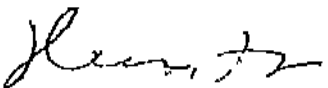
Complaint Filed: January 4, 2021
Trial Date: None Set

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

2 PLEASE TAKE NOTICE that on March 24, 2022, the Honorable Michael L. Stern in
3 Department 62 in the above-entitled Court, located at 111 North Hill Street, Los Angeles, California
4 90012, executed the Proposed Order Granting Approval of PAGA Settlement and Entering
5 Judgment. Attached hereto as **Exhibit A** is a true and correct copy of the Order and Judgment which
6 was executed and filed on March 24, 2022.

7 Dated: April 5, 2022

PROTECTION LAW GROUP, LLP

8
9 By: 
10 Heather Davis
11 Amir Nayebdadash
12 *Attorneys for Plaintiff*
13 EVA PACHECO
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EXHIBIT A

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8 Attorneys for Plaintiff
 9 EVA PACHECO

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 11 **COUNTY OF LOS ANGELES**

12 EVA PACHECO, as an aggrieved employee
 13 and private attorney general,

14 Plaintiff,

15 vs.

16 HUGS HEALTHCARE, INC. also known as
 HCFS, INC., a Texas corporation;
 17 CENTAURI HEALTH SOLUTIONS, INC., a
 Delaware corporation; and DOES 1 through
 18 50, inclusive,

19 Defendants.

Case No. 21STCV00277

*Assigned for all purposes to: Hon. Michael L.
 Stern, Dept. 62*

**~~PROPOSED~~ ORDER GRANTING
 APPROVAL OF PAGA SETTLEMENT
 AND ENTERING JUDGMENT**

Date: March 24, 2022

Time: 9:00 a.m.

Dept: **62**

Complaint Filed: January 4, 2021

Trial Date: None Set

RESERVATION ID: 766658016567

1 Having reviewed and considered Plaintiffs' Motion for Order Approving Settlement
2 Pursuant to California Labor Code Private Attorneys General Act and Entering Judgment, and good
3 cause appearing for the same, it is hereby ORDERED, ADJUDGED, and DECREED:

4 1. The Court hereby APPROVES the Joint Stipulation of PAGA Settlement and
5 Release of Claims attached as Exhibit 2 to the Declaration of Heather Davis ("Settlement
6 Agreement" or "Settlement.") entered into between Plaintiff Eva Pacheco on behalf of the state of
7 California ("Plaintiff") and Defendants HUGS Healthcare, Inc., HCFS, Inc., and Centauri Health
8 Solutions, Inc. ("Defendants").

9 2. The Settlement Agreement is hereby deemed incorporated herein as if expressly set
10 forth. Final judgment is hereby entered in conformity with the Settlement. All terms used herein
11 shall have the same meaning as defined in the Settlement Agreement.

12 3. This Court has jurisdiction over the subject matter of this Action, and over all Parties
13 to this Action, including Plaintiff, the State of California, and all current and former non-exempt
14 employees of Defendants employed by Defendants in the State of California at any time between
15 October 31, 2019, and December 18, 2021 (the "PAGA Members").

16 4. The Court designates ILYM Group, Inc. ("ILYM" or "Settlement Administrator") as
17 the third-party Settlement Administrator for mailing the PAGA Notice, distribution of the Gross
18 Settlement Amount, and other duties set forth in the Settlement.

19 5. Within 30 days of the Effective Date, Defendants will deposit the Gross Settlement
20 Amount of \$350,000.00 into a Qualified Settlement Fund ("QSF") to be established by the
21 Settlement Administrator.

22 6. Within fourteen (14) calendar days of its receipt of the Gross Settlement Amount
23 from Defendants, ILYM shall distribute the Gross Settlement Amount as provided in the Settlement
24 Agreement and set forth below:

- 25 a. \$105,000.00 to Plaintiff's Counsel, Protection Law Group, LLP, which is 30%
26 of the Gross Settlement Amount, as payment for and complete satisfaction of any
27 attorneys fees' incurred in this matter;
- 28 b. \$13,404.41 to Plaintiff's Counsel, Protection Law Group, LLP as reimbursement
for costs incurred litigating the Action;

- 1 c. \$5,000 to Plaintiff Eva Pacheco from the Gross Settlement Amount, as an
2 incentive payment to compensate her for the services in prosecuting the Action
3 and general release of her claims against Defendants;
- 4 d. Costs not to exceed \$5,999 to the Settlement Administrator, ILYM Group, Inc
5 from the Gross Settlement Amount for administration expenses incurred by the
6 Settlement Administrator; and
- 7 e. The Net Settlement Amount remaining after the deducting of the Plaintiff's
8 Counsel Fees and Cost, Plaintiff's Incentive Payment, and the Settlement
9 Administrator Payment (\$220,596.59), shall be distributed to the California
10 Labor and Workforce Development Agency ("LWDA") and PAGA Members.
11 75% of the Net Settlement Amount (\$165,447.44) shall be distributed to the
12 LWDA ("LWDA Payment"). 25% of the Net Settlement Amount (\$55,149.15)
13 shall be distributed to the PAGA Members on a pro rata basis based on the
14 number of Pay Periods worked by each PAGA Member ("PAGA Payment"). The
15 Settlement Administrator shall mail each PAGA Member their PAGA Payment
Share check along with the Notice attached to the Settlement as Exhibit A.

16 7. The settlement has been entered and approved based upon Defendants'
17 representation that the PAGA Members worked a total of approximately 2,100 pay periods between
18 October 31, 2019, and December 18, 2021 (the "PAGA Period"). Should the cumulative number of
19 pay periods worked by the PAGA Members exceed 2,100 by more than 10%, Defendants shall
20 increase the Gross Settlement Amount on a *pro-rata* basis equal to the percentage increase in the
21 number of Pay Periods worked above the 10% threshold.

22 8. All checks to the PAGA Members shall remain valid and negotiable for 180 days
23 from the date of their issuance to the PAGA Members. If any checks are not cashed within 180 days
24 of mailing, those funds shall be transmitted to the Controller of the State of California to be held
25 pursuant to the Unclaimed Property Law, California Code of Civil Procedure § 1500, *et seq.* in the
26 names of those PAGA Members who did not cash their checks until such time they claim their
27 property.
28

1 9. Upon remittance of the Gross Settlement Amount by Defendants to the Settlement
2 Administrator, Plaintiff and the LWDA will fully and finally release and discharge Defendants from
3 any and all claims for the recovery for civil penalties, attorneys' fees and costs permissible under
4 PAGA which Plaintiff had, or may claim to have, against Released Parties, arising out of the
5 violations alleged in the Complaint, the Action, or the PAGA Notice or reasonably could have been
6 alleged based on the facts and legal theories contained in the Complaint, the Action, or the PAGA
7 Notice, including unpaid straight and overtime wages, failure to provide reporting time pay, failure
8 to pay employees all minimum wages and overtime wages owed including by failing to pay all
9 overtime and double time at the correct regular rate of pay, failure to provide compliant meal and
10 rest breaks, failure to pay them all premium wages owed for short, late or missed meal and rest
11 periods, failure to pay all wages owed at discharge or resignation; failure to timely pay wages within
12 the times permissible under Labor Code section 204; failure to provide complete and accurate wage
13 statements; failure to keep complete and accurate payroll records; failure to reimburse necessary
14 business-related expenses; failure to pay vested but unused vacation time, and violations of Labor
15 Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1194,
16 1197, 1197.1, 1194, 1198, 1199, 2698, 2699.3, 2699.5, 2800, and 2802 (collectively, the "Released
17 Claims"). This release shall apply to claims arising during the PAGA Period and will be binding
18 and effective upon Plaintiff and the LWDA regardless of whether the PAGA Member cashes his or
19 her PAGA Payment Share check.

20 10. Upon the funding of the Gross Settlement Amount, Plaintiff Eva Pacheco, on behalf
21 of herself only, shall release all claims related to her employment or alleged employment with the
22 Defendants or the Released Parties including all claims alleged in the Action, and all claims known
23 and unknown, without exception, except as may be prohibited by law

24 11. The Court finds that Plaintiff gave notice to the California Labor Workforce and
25 Development Agency ("LWDA") and to Defendant of her intention to pursue claims for civil
26 penalties under PAGA arising out of the facts and legal theories alleged in the Complaint, that the
27 LWDA did not give notice that it intended to investigate these claims within 65 days of receiving
28 Plaintiff's notice, and that Plaintiff is therefore authorized to pursue these claims on behalf of the
LWDA. The Court further finds that Plaintiff gave notice of this proposed settlement of those claims

1 under PAGA to the LWDA in accordance with Labor Code section 2699(1)(2), and that the LWDA
2 has not expressed any objection to the proposed settlement.

3 12. Plaintiff's Counsel are directed to submit a copy of this Order and Judgment to the
4 California Labor and Workforce Development Agency within ten (10) calendar days of entry of the
5 Judgment.

6 13. Without affecting the finality of this Order and Judgment, the Court shall retain
7 continuing jurisdiction over this Action and the Parties, and over all matters pertaining to the
8 implementation and enforcement of the terms of the Settlement Agreement pursuant to the Civil
9 Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies
10 arising with or with respect to the interpretation, enforcement, or implementation of the Settlement
11 Agreement shall be presented to the Court for resolution.

12 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

13
14 DATED: March 24, 2022

15 
16 JUDGE OF THE SUPERIOR COURT
17 **MICHAEL L. STERN**