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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SACRAMENTO**

ROSALEE GARCIA, on behalf of the  
State of California, as a private attorney  
general,

Plaintiff,

vs.

ELICA HEALTH CENTERS, a California  
Corporation; and DOES 1 through 50,  
inclusive,

Defendants.

Case No. 34-2022-00316193-CU-OE-GDS

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

Hearing Date: February 7, 2025  
Hearing Time: 9:00 a.m.  
Reservation No. A-316193-002

Judge: Hon. Lauri A. Damrell  
Dept.: 22

Action Filed: February 25, 2022  
Trial Date: Not Set

1 **ORDER AND JUDGMENT**

2 Plaintiff Rosalee Garcia (“Plaintiff”) moves for approval of the settlement of Plaintiff’s claims  
3 under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California  
4 Labor Code § 2699(l), against Defendant Elica Health Centers (“Defendant”).

5 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in  
6 this action and is authorized to act as private attorney general with respect to the PAGA claims being  
7 released under the terms of the PAGA Settlement Agreement (“Settlement Agreement”), which is  
8 incorporated by reference. The California Labor Workforce Development Agency was provided with  
9 notice of the Settlement and the motion for approval of the PAGA settlement via its online process  
10 and no objection has been received to the settlement or the motion from the Labor Workforce  
11 Development Agency.

12 The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA Payment  
13 to be paid as part of the settlement as set forth in the Settlement Agreement which was filed with the  
14 Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of \$700,000,  
15 which includes the PAGA Payment, the Administration Expenses Payment (not to exceed \$8,100) for  
16 ILYM Group, Inc. to administer the settlement, PAGA Counsel Fees Payment in the amount of  
17 \$233,333 (one-third of the Gross Settlement Amount), and PAGA Counsel Litigation Expenses  
18 Payment in the amount of \$36,948.95. The PAGA Payment in the amount not less than \$422,368.05,  
19 which is the amount remaining of the Gross PAGA Settlement Amount after deduction of the  
20 Administration Expenses Payment, and PAGA Counsel Fees Payment and PAGA Counsel Litigation  
21 Expenses Payment, shall be allocated to Labor Code 2699 penalties, including other civil penalties  
22 specified in the Labor Code, of which 75% of the payment will be paid to the LWDA (not less than  
23 \$316,776.04) and 25% will be paid to the Aggrieved Employees (not less than \$105,595.01). The  
24 PAGA Counsel Fees Payment shall be allocated ninety (90%) to Blumenthal Nordrehaug Bhowmik  
25 De Blouw LLP and ten percent (10%) to The Sweeney Law Firm.

26 The Court, having reviewed the evidence and papers submitted and argument of counsel,  
27 pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Plaintiff’s motion and approves the  
28

1 PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be  
2 allocated and paid out as set forth in the Settlement Agreement.

3 The “Aggrieved Employees” are defined as all individuals who are or were employed by  
4 Defendant Elica Health Centers in California and classified as a non-exempt employee at any time  
5 during the PAGA Period. The PAGA Period is the period from December 9, 2020 through December  
6 31, 2023.

7 Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount,  
8 Defendant and the Released Parties (as defined in the PAGA Settlement Agreement) shall be entitled  
9 to a release of the Released PAGA Claims. The “Released PAGA Claims” all claims for PAGA  
10 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the  
11 Operative Complaint, and the PAGA Notice submitted by Plaintiff to the LWDA, which occurred  
12 during the PAGA Period. The Released PAGA Claims expressly excludes all other claims, including  
13 Plaintiff’s Individual Settlement Payment which is subject to a separate confidential settlement  
14 agreement, claims for vested benefits, wrongful termination, violation of the Fair Employment and  
15 Housing Act, unemployment insurance, disability, social security, workers’ compensation, and  
16 California class claims, and Plaintiff and Nokalai Supnet’s individual claims that are subject to  
17 separate releases, and PAGA claims outside of the PAGA period.

18 This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use,  
19 or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or  
20 proceeding, as purported evidence of any violation of any federal, state, or local law, statute,  
21 ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation), or any  
22 liability, obligation, or duty at law or in equity, or for any other purpose. This settlement (including  
23 this Order) shall not be construed to be an admission by Defendant of any liability or wrongdoing as  
24 to Plaintiff, the Aggrieved Employees, or any other person, and Defendant specifically disclaims any  
25 such liability or wrongdoing.

26 This claim asserted under PAGA in this action is dismissed with prejudice. After entry of this  
27 Order and Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain jurisdiction  
28

1 pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement, and enforce  
2 the Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement  
3 benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution  
4 of settlement benefits.

5 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**  
6 **ENTERED ACCORDINGLY.**

7  
8 DATED: \_\_\_\_\_

\_\_\_\_\_  
THE HONORABLE LAURI A. DAMRELL  
JUDGE OF THE SUPERIOR COURT