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DE BLOUW LLP**

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Attorneys for Plaintiff

**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

NOTICE OF ENTRY OF JUDGMENT

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

2 YOU ARE HEREBY NOTIFIED THAT on February 7, 2025, the Court entered the
3 Judgment in the above-entitled action. A true and correct copy of the Judgment is attached hereto
4 as Exhibit #1.

5 Respectfully submitted,

6
7 Dated: February 10, 2025

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

9 By: /s/ Kyle Nordrehaug
10 Kyle R. Nordrehaug

11 Attorneys for Plaintiff
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am a citizen of the United States and a resident of the State of California. I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037. On February 10, 2025, I served the document(s) described as:

1. NOTICE OF ENTRY OF JUDGMENT

X (ONLINE TO THE LWDA): I caused the above-described document(s) to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X (BY ELECTRONIC SERVICE): I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following e-mail address(es):

FROST BROWN TODD, LLP
Theodore E. Bacon (SBN 115395)

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Attorneys for Defendant
ELICA HEALTH CENTERS

Cc: Mara Schwark, mschwark@fbtlaw.com

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 February 10, 2025, at San Diego, California.


Kyle Nordrehaug

EXHIBIT #1

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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Attorneys for Plaintiff

FILED
Superior Court of California
County of Sacramento
02/07/2025
V. Aleman, Deputy

**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~~ ^{\$33,704.37}. 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
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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
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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.**

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8 DATED: 2/7/25



THE HONORABLE LAURI A. DAMRELL
JUDGE OF THE SUPERIOR COURT

