

HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
D. LUKE CLAPP, SBN 306040
luke@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Tel.: (424) 290-3095 / Fax: (866) 264-7880

Arby Aiwazian (SBN 269827)
Yasmin Hosseini (SBN 326399)
Ryan Slinger (SBN 351297)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN- METROPOLITAN DIVISION

PRISCILLA HERRERA, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiffs,

vs.

CENTRE FOR NEURO SKILLS, a
California corporation; CFN SERVICES,
INC., a California corporation; CFN
SERVICES, INC. CALIFORNIA, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: BCV-22-101922

Assigned for All Purposes to:
Hon. Gregory Pulskamp, Bakersfield, Division J

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

Complaint Filed: August 1, 2022
Trial Date: None Set

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

2 **PLEASE TAKE NOTICE** that on August 3, 2026, the Honorable Gregory Pulshamp, in
3 Division J of the above-entitled Court, located at 1115 Truxtun Avenue, 5th Floor in Bakersfield
4 California 93301, executed and entered the final order and judgment in this matter. Attached hereto
5 as **Exhibit A** is a true and correct copy of the Final Order and Judgment which was executed and
6 filed on August 3, 2026.

7
8 Dated: August 24, 2026

PROTECTION LAW GROUP, LLP

9
10 By:



11 _____
Heather Davis, Esq.
12 D. Luke Clapp, Esq.
13 *Attorneys for Plaintiffs*
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Exhibit A

HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
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luke@protectionlawgroup.com
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN – METROPOLITAN DIVISION**

PRISCILLA HERRERA, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

CENTRE FOR NEURO SKILLS, a
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through 100, inclusive,

Defendants.

Case No. BCV-22-101922

*Assigned for all purposes to the Hon. Gregory
Pulskamp, Bakersfield Division: J*

~~PROPOSED~~ **FINAL ORDER AND
JUDGMENT**

Complaint Filed: August 1, 2022

Trial Date: None

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~~PROPOSED~~ ORDER & JUDGMENT

The Motion of Plaintiffs Priscilla Herrera and Brittany Marie Davidson (“Plaintiffs”) for Final Approval of Class Action and PAGA Action (“Final Approval Motion”) came regularly for hearing before this Court. Pursuant to California Rule of Court 3.769 and this Court’s prior Order Granting Preliminary Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”), having considered the parties’ Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”), attached as Exhibit 1 to the Declaration of Heather Davis in Support of the Motion for Final Approval, as modified by the Joint Stipulation to Increase Costs of Settlement Administration attached as Exhibit 2 to the Declaration of Heather Davis, having considered the documents and evidence submitted in support thereof, and recognizing the sharply disputed factual and legal issues involved, the risks associated with continued litigation, and the substantial benefits to be conferred upon the Settlement Class, the Court finds that the Settlement is fair, reasonable, and adequate, and the product of good faith, arm’s-length negotiations between the parties.

Good cause appearing, the Court hereby GRANTS Plaintiffs’ Final Approval Motion and ORDERS as follows:

1. Final judgment is hereby entered in accordance with the Settlement Agreement and this Final Approval Order.

2. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of the Settlement, the following Settlement Class:

All current and former non-exempt employees of Defendants Centre for Neuro Skills, Centre for Neuro Skills- LA, Centre for Neuro Skills - SF, Centre for Neuro Skills - Holding Company, Centre for Neuro Skills - Clinical Research & Education Foundation, CFN Services Inc., and CFN Services, Inc. – California (“Defendants”) who worked for Defendants in California at any time from August 1, 2018, through October 5, 2025(the “Class Period”).

3. Plaintiffs are hereby confirmed as the Class Representatives and Protection Law Group, LLP and Lawyers for Justice P.C. are hereby confirmed as Class Counsel.

4. Notice was provided to Class Members as set forth in the Settlement Agreement, and the notice process has been completed in accordance with the Settlement Agreement and the

1 Court's Preliminary Approval Order. The Court finds that said notice was the best notice
2 practicable under the circumstances. The Court-approved Notice provided due and adequate
3 notice of the proceedings and matters set forth therein, informed Class Members of their rights,
4 and fully satisfied the requirements of California Code of Civil Procedure § 382, California Rules
5 of Court 3.766 and 3.769, and due process.

6 5. The Court finds the Settlement Administrator received two (2) timely Requests for
7 Exclusion from Bianca Torres and Theresa Smith. Accordingly, these individuals are hereby
8 excluded from participation in the Class Settlement and the release of the Released Class Claims.
9 To the extent applicable, these individuals are not excluded from the terms of the Settlement
10 relating to PAGA including the release of the Released PAGA Claims. 1,656 Class Members
11 remain as "Participating Class Members." The participation of 99.87% of the putative class
12 supports final approval of the Settlement.

13 6. The Court finds that there were no objections to the terms of the Settlement.

14 7. The Court hereby approves the terms of the Settlement as fair, reasonable, and
15 adequate, and directs the parties to effectuate the Settlement in accordance with its terms.

16 8. For purposes of settlement only, the Court finds that: (a) the members of the
17 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
18 (b) there are questions of law and fact common to the Settlement Class, and a well-defined
19 community of interest exists among the members with respect to the subject matter of the
20 litigation; (c) the claims of the Class Representatives are typical of the claims of the Settlement
21 Class members; (d) the Class Representatives have fairly and adequately protected the interests
22 of the Settlement Class; (e) a class action is superior to other available methods for the fair and
23 efficient adjudication of this controversy; and (f) Class Counsel are experienced and qualified to
24 represent the Class Representatives and the Settlement Class.

25 9. The Court finds that the Settlement Awards, as provided for in the Settlement, are
26 fair, reasonable, and adequate, and hereby orders the Settlement Administrator to distribute the
27 payments in accordance with the terms of the Settlement.

28 10. The Court finds that in light of the absence of objections to the Settlement, this

Order is deemed final as of the date of its entry.

11. The Court orders Defendants to deposit the Gross Settlement Amount of \$3,250,000.00, and the employer's share of applicable payroll taxes separately and in addition to the Gross Settlement Amount, with the Settlement Administrator within fourteen (14) calendar days of this Order in accordance with the procedures set forth in the Settlement Agreement.

12. The Court finds that Class Representative Enhancement Payments in the amount of \$10,000.00 each (\$20,000.00 total) to the named Plaintiffs are appropriate for Plaintiffs' risks undertaken and their service to the Settlement Class. The Court finds that these payments are fair, reasonable, and adequate, and orders that the Settlement Administrator make these payments in accordance with the terms of the Settlement.

13. The Court finds that attorneys' fees in the amount of \$1,137,500.00 and litigation costs of \$41,251.14 for Class Counsel are fair, reasonable, and adequate in light of the common fund created by the Settlement, and orders that the Settlement Administrator distribute these payments to Class Counsel in accordance with the terms of the Settlement.

14. The Court orders that the Settlement Administrator shall be paid \$17,650.00 from the Gross Settlement Amount in accordance with the terms of the Settlement, for all of its work done and to be done until the completion of this matter and finds that sum appropriate.

15. The Court finds that the amount designated for civil penalties under the Private Attorneys General Act ("PAGA"), \$325,000.00, with 75% allocated to the California Labor and Workforce Development Agency ("LWDA") and 25% allocated to PAGA Members pursuant to Labor Code § 2699(i), is fair, reasonable, and adequate. The Court orders the Settlement Administrator to distribute these payments in accordance with the terms of the Settlement.

16. The PAGA Members are defined as: All current and former non-exempt employees of Defendants who worked for Defendants in California at any time from May 19, 2021, through October 5, 2025 (the "PAGA Period").

17. The Court also hereby approves and orders that any checks distributed from the Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar days after being issued shall be void. All uncashed settlement checks shall be transferred to the

California State Controller’s Office Unclaimed Property Fund and held in trust for such Class Members pursuant to California Unclaimed Property Law, Civil Code Section 1500 *et seq.*

18. Provided the Settlement becomes effective under the terms of the Settlement, the Court also hereby orders that the deadline for mailing the Court-approved individual settlement payments, attorneys’ fees and costs, and enhancement payments is as set forth in the Settlement.

19. Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendants, Participating Class Members shall fully release and discharge Defendants Centre for Neuro Skills, Centre for Neuro Skills- LA, Centre for Neuro Skills - SF, Centre for Neuro Skills - Holding Company, Centre for Neuro Skills - Clinical Research & Education Foundation, CFN Services Inc., and CFN Services, Inc. - California., and their past, present and/or future officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers (the “Released Parties”) from all claims, rights, demands, liabilities and causes of actions that are alleged, or reasonably could have been alleged, based on the facts alleged in the operative complaint in the *Herrera v. Centre for Neuro Skills, et al.*, Kern County Superior Court Case No. BCV-22-101922 including factual allegations regarding Defendants' alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to pay wages timely at time of termination or resignation; (v) failure to provide timely pay wages during employment; (vi) failure to provide complete, accurate wage statements; (vii) failure to reimburse business expenses, and (viii) unfair business practices (the “Released Class Claims”) that arose during the Class Period. This release shall be binding upon all Participating Class Members.

20. Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendants, the LWDA and State of California, through Plaintiff as its agent and/or proxy, shall release and discharge the Released Parties from all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 for civil

penalties that could have been premised on the facts alleged in Plaintiff Herrera's May 19, 2022, PAGA Letter to the LWDA and in the operative complaint in *Herrera v. Centre for Neuro Skills, et al.*, Kern County Superior Court Case No. BCV-22-101922, including but not limited to penalties that could have been awarded pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699, and which arose during the PAGA Period. This release shall have claim preclusion, issue preclusion, or otherwise bar a representative action if an aggrieved employee were to bring a subsequent claim on behalf of the LWDA based on the same factual predicate as this action and covering the same time period.

21. Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendants, Plaintiffs—on behalf of themselves only—provide the additional following General Release: In consideration of Defendants' promises and agreements as set forth herein, Plaintiffs hereby fully release the Released Parties from any and all Released Class Claims and Released PAGA Claims and also generally release and discharge the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against the Released Parties arising out of or relating to their employment by Defendants or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiffs waive all rights and benefits afforded by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
CREDITORS OR RELEASEE PAID DOES NOT NOW OR EXPECT TO
EXIST IN SOME FUTURE TIME OF THE FUTURE
RELEASE AND THAT, IF KNOWN BY HIMSELF, WOULD AFFECT
MATERIAL AFFECTED IS OF SETTLEMENT WITH THE
DEBTOR OR RELEASEE PAID

This release specifically excludes claims for unemployment insurance, disability, social

1 security, and workers compensation (with the exception of claims arising pursuant to California
2 Labor Code Sections 132(a) and 4553)

3 22. Neither the Settlement nor any of the terms set forth in the Settlement is an
4 admission by Defendants, or any of the other Released Parties, nor is this Final Order a finding
5 of the validity of any claims in the Action or of any wrongdoing by Defendants, or any of the
6 other Released Parties. Neither this Final Order, the Settlement, nor any document referred to
7 herein, nor any action taken to carry out the Settlement is, may be construed as, or may be used
8 as, an admission by or against Defendants, or any of the other Released Parties, of any fault,
9 wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement
10 Agreement, and any negotiations or proceedings related thereto, shall not in any event be
11 construed as, or deemed to be evidence of, an admission or concession with regard to the denials
12 or defenses by Defendants, or any of the other Released Parties, and shall not be offered in
13 evidence in any action or proceeding in any court, administrative agency or other tribunal for
14 any purpose whatsoever other than to enforce the provisions of this Final Order, the Settlement,
15 or any related agreement or release. Notwithstanding these restrictions, any of the Released
16 Parties may file in the Action, or submit in any other proceeding, the Final Order, the Settlement,
17 and any other papers and records on file in the Action as evidence of the Settlement to support a
18 defense of *res judicata*, *collateral estoppel*, or other theory of claim or issue preclusion or similar
19 defense.

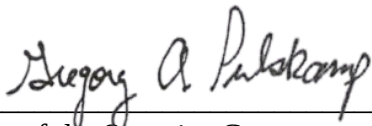
20 23. The Parties shall bear their own respective attorneys' fees and costs, except as
21 otherwise provided for in the Settlement Agreement and approved by the Court.

22 24. Without affecting the finality of this Judgment, the Court shall retain continuing
23 jurisdiction over this action and the parties, including all Class Members, and over all matters
24 pertaining to the implementation and enforcement of the Settlement pursuant to California Rule
25 of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to
26 the contrary herein, any disputes or controversies arising with or with respect to the
27 interpretation, enforcement, or implementation of the Settlement shall be presented to the Court
28 for resolution.

1 25. The Court sets a status conference in order to review the distribution of the
2 July 30, 2027 at 8:30 am in Div. J.
3 Settlement Payments for _____. A declaration from the settlement administrator
4 shall be filed at least 5 court days in advance.

5 **IT IS SO ORDERED.**

6 Dated: August 3, 2026



Judge of the Superior Court
Gregory A. Pulskamp
Judicial Officer