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Attorneys for Plaintiff HEATHER REED

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

HEATHER REED, an individual,

Plaintiff,

v.

Centria Healthcare, LLC, a Michigan Limited  
Liability Company, Centria Home Rehabilitation  
LLC, a Michigan Limited Liability Company,  
Luis LNU, an individual, and DOES 1 through  
50,

Defendants.

) Case No.: 37-2023-00017173-CU-OE-CTL

) Judge: Wendy M. Behan

) Dept.-C-66

) **[PROPOSED] FINAL ORDER**  
) **GRANTING FINAL APPROVAL OF**  
) **CLASS AND PAGA SETTLEMENT,**  
) **ATTORNEYS' FEES AND COSTS AND**  
) **JUDGMENT**

) Hearing Date: 8/29/25

) Time: 2:00 p.m.

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

2 The above-referenced Action having come before the Court on August 29, 2025 for hearing  
3 on Plaintiff's Motion for Final Approval Of Class and PAGA Representative Action Settlement, and  
4 the Court, having considered the following pleadings and papers: 1) Settlement Agreement filed  
5 January 1, 2025 (the "Settlement") between and among plaintiff Heather Reed ("Plaintiff") and  
6 defendant Centria Healthcare, LLC ("Defendant")(collectively, the "Parties"); and 2) the Court's  
7 Order Granting Preliminary Approval of Class Action Settlement and all related documents  
8 ("Preliminary Approval Order"); and 3) Plaintiff's Motion for Final Approval and Plaintiff's Motion  
9 for Fees and Costs and all related documents; held a Final Approval Hearing on August 22, 2025, **IT**  
10 **IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

11 1. Plaintiff's Motions for Final Approval of Class Action Settlement, and Class  
12 Counsel's Motion for Attorneys' Fees and Costs are GRANTED.

13 2. This Order incorporates herein and makes a part hereof, the Settlement, including its  
14 exhibits, and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined  
15 in the Settlement and Preliminary Approval Order shall have the same meanings for purposes of this  
16 Order.

17 3. The Court has subject matter jurisdiction over this matter including, without limitation,  
18 jurisdiction to approve the Settlement, confirm certification of the Settlement Class for settlement  
19 purposes only, to settle and release all claims released in the Settlement, and to dismiss the Action  
20 with prejudice.

21 **I. CERTIFICATION OF THE SETTLEMENT CLASS**

22 4. Based on its review of the record, including the Settlement, all submissions in support  
23 of the Settlement, and all prior proceedings in the Action, the Court finally certifies the following  
24 Settlement Class for settlement purposes only:

25 a. "Wage Statement Class:" All persons employed by Centria Healthcare, LLC, in  
26 California from April 25, 2022 to March 15, 2024;

27 b. "Unreimbursed Expense Class:" All persons employed by Centria Healthcare, LLC,  
28 in California, from April 25, 2019 to March 15, 2024.

1           5.       For settlement purposes only, with respect to the Settlement Class, the Court confirms  
2 that the prerequisites for a class action pursuant to Cal. Code of Civil Procedure §382 have been met,  
3 in that: (a) the Settlement Class is so numerous that joinder of all individual Settlement Class  
4 Members in a single proceeding is impracticable; (b) questions of law and fact common to all  
5 Settlement Class Members predominate over any potential individual questions; (c) the claims of the  
6 Class Representative are typical of the claims of the Settlement Class; (d) Class Representative and  
7 Class Counsel will fairly and adequately represent the interests of the Settlement Class; and (e) a class  
8 action is the superior method to fairly and efficiently adjudicate this controversy.

## 9           **II.       NOTICE TO THE SETTLEMENT CLASS**

10           6.       The Court finds that Notice has been given to the Settlement Class in the manner  
11 directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was  
12 reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably  
13 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the  
14 Action, the terms of the Settlement including its release of Released Claims, their right to exclude  
15 themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear  
16 at the Final Approval Hearing (either on their own or through counsel hired at their expense), and the  
17 binding effect of final approval of the Settlement on all persons who do not exclude themselves from  
18 the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons entitled to  
19 receive notice; and (iv) fully satisfied the requirements of California Code of Civil Procedure §382,  
20 the United States Constitution (including the Due Process Clause), and any other applicable law.

## 21           **III.       FINAL APPROVAL OF THE SETTLEMENT**

22           7.       The Court finds that the Settlement resulted from arm's-length negotiations between  
23 Class Counsel and Defendant.

24           8.       The Court hereby finally approves in all respects the Settlement as fair, reasonable,  
25 and adequate, and in the best interest of the Settlement Class.

26           9.       The Court finds that Class Representatives and Class Counsel fairly and adequately  
27 represented the interests of Settlement Class Members in connection with the Settlement.

28           10.      The Parties shall consummate the Settlement in accordance with the terms thereof.

1 The Settlement, and each and every term and provision thereof, including its release, shall be deemed  
2 incorporated herein as if explicitly set forth herein and shall have the full force and effect of an order  
3 of this Court.

4 11. The Court hereby finds that there have been zero objections or requests for exclusion  
5 from the Settlement. The deadline for Class Members to submit a written objection to the Settlement  
6 was June 11, 2025. The Court also finds there were no objections at the hearing on final approval.

#### 7 **IV. RELEASE**

8 12. Upon the Effective Date, each Settlement Class Member, including the Class  
9 Representative, shall be deemed to have, and by operation of the Judgment shall have, fully, finally,  
10 and forever released, relinquished, and discharged all Released Claims.

#### 11 13. Released Claims:

##### 12 a. Release by Participating Class Members:

13 All Participating Class Members, on behalf of themselves and their respective former and  
14 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the  
15 Released Parties from the Claims set forth in the Operative Complaint and PAGA Notice, including,  
16 but not limited to: (a) failure to provide accurate itemized wage statements and failure to reimburse  
17 for all reasonable and necessary business expenses, including without limitation, the cost of toys and  
18 educational tools, use of technology, cellular phones and internet connection for work, unfair business  
19 practices and those claims predicated on the same or similar facts and/or claims alleged in the Action  
20 and/or any PAGA Notice sent to the LWDA by Plaintiff in or prior to the Action, as well as any  
21 claims that could have been pled which arise from the same or similar facts concerning the named  
22 Plaintiff or the putative class, and claims for interest, penalties, as well as any claims under the  
23 California Labor Code and California Industrial Welfare Commission Wage Orders, including alleged  
24 violations of Labor Code sections 226, 226.3, 558, 2800, 2802, Business and Professions Code section  
25 17200, et. seq. and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section  
26 11000 et seq.; or which could have been alleged under the same or similar facts, allegations and/or  
27 claims pled in the Action and PAGA Notice; (b) including any claims for injunctive relief, declaratory  
28 relief, restitution, alleged or which could have been alleged under the facts, allegations and/or claims

1 pleaded in the Operative Complaint filed as part of this Action; and (c) any and all other claims under  
2 California common law, the federal law, and the California Business and Professions Code alleged in  
3 or that could have been alleged under the same or similar facts, allegations and/or claims pled in the  
4 Action and PAGA Notice based on the alleged Labor Code violations.

5 b. Release by Aggrieved Employees

6 The State of California, the LWDA, and all Aggrieved Employees, on behalf of themselves  
7 and their respective former and present representatives, agents, attorneys, heirs, administrators,  
8 successors, and assigns, release the Released Parties from the Claims set forth in the Operative  
9 Complaint and PAGA Notice, including, but not limited to claims for PAGA penalties for failure to  
10 provide accurate itemized wage statements and failure to reimburse for all reasonable and necessary  
11 business expenses, including without limitation, the cost of toys and educational tools, use of  
12 technology, cellular phones and internet connection for work, and those claims predicated on the same  
13 or similar facts and/or claims alleged in the Action and/or any PAGA Notice sent to the LWDA by  
14 Plaintiff in or prior to the Action, as well as any claims that could have been pled which arise from  
15 the same or similar facts concerning the named Plaintiff or the Aggrieved Employees, and claims for  
16 PAGA penalties and interest for alleged violations of Labor Code sections 226, 226.3, 558, 2698 et  
17 seq, 2800, 2802, and applicable IWC Wage Orders, and California Code of Regulations, Title 8,  
18 section 11000 et seq.; or which could have been alleged under the same or similar facts, allegations  
19 and/or claims pled in the Operative Complaint and PAGA Notice, including any claims for injunctive  
20 relief and declaratory relief, alleged or which could have been alleged under the under the same or  
21 similar facts, allegations and/or claims pled in the Operative Complaint and PAGA Notice.

22 c. “Released Parties” means: Centria Healthcare, LLC and any of its past, present,  
23 direct or indirect parents, subsidiaries, affiliates, holding companies, affiliated companies,  
24 partnerships, limited liability companies, as well as each of its or their past, present officers, directors,  
25 employees, partners, members, managers, customers, subcontractors, shareholders and agents,  
26 attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Centria.

27 14. Further, upon the Effective Date, and to the fullest extent permitted by law, each  
28 Settlement Class Member, including the Class Representative, shall either directly or indirectly,

1 representatively, as a member of or on behalf of the general public or in any capacity, be permanently  
2 barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in  
3 this or any other forum (other than participation in the Settlement as provided herein) in which any  
4 of the Released Claims is asserted.

5 **V. ATTORNEYS' FEES, COSTS AND EXPENSES, AND PLAINTIFF'S SERVICE**  
6 **AWARD**

7 15. The Court awards attorneys' fees in the amount of \$104,856.18, and costs in the  
8 amount of \$13,943.31. The Court awards a service award of \$5,000 to Plaintiff, separate from her  
9 individual release with a Civil Code section 1542 release, which is also \$5,000. The Court directs  
10 the Settlement Administrator to pay such amounts in accordance with the terms of the Settlement  
11 Agreement.

12 **VI. OTHER PROVISIONS**

13 16. Without affecting the finality of this Judgment in any way, the Court retains continuing  
14 jurisdiction over the Parties and the Settlement Class for the administration, consummation, and  
15 enforcement of the terms of the Settlement Agreement.

16 17. In the event the Effective Date does not occur, this Order shall be rendered null and  
17 void and shall be vacated and, in such event, as provided in the Settlement, this Order and all orders  
18 entered in connection herewith shall be vacated and null and void, the Parties shall be restored to their  
19 respective positions in the Action, all of the Parties' respective pre-Settlement claims and defenses  
20 will be preserved, and the terms and provisions of the Settlement shall have no further force and effect  
21 with respect to the Parties and shall not be used in the Action or in any other proceeding for any  
22 purpose, and any judgment or order entered by the Court in accordance with the terms of the  
23 Settlement shall be treated as vacated, *nunc pro tunc*.

24 18. Neither the Settlement nor any of the terms set forth in the Agreement is an admission  
25 by Defendant, or any of the other Released Parties, nor is this Final Order a finding of the validity of  
26 any claims in the Action or of any wrongdoing by Defendants, or any of the other Released Parties.  
27 Neither this Final Order, the Agreement, nor any document referred to herein, nor any action taken  
28 to carry out the Agreement is, may be construed as, or may be used as, an admission by or against

1 Defendant, or any of the other Released Parties, of any fault, wrongdoing or liability whatsoever. The  
2 entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto,  
3 shall not in any event be construed as, or deemed to be evidence of, an admission or concession with  
4 regard to the denials or defenses by Defendant, or any of the other Released Parties, and shall not be  
5 offered in evidence in any action or proceeding in any court, administrative agency or other tribunal  
6 for any purpose whatsoever other than to enforce the provisions of this Final Order, the Agreement,  
7 the Released Class Claims, Released PAGA Claims or any related agreement or release.  
8 Notwithstanding these restrictions, any of the Released Parties may file in the Action, or submit in  
9 any other proceeding, the Final Order, the Agreement, and any other papers and records on file in the  
10 Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release,  
11 or other theory of claim or issue preclusion or similar defense as to the Released Class Claims and  
12 Released PAGA claims.

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15 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

16  
17 Dated: \_\_\_\_\_

18 JUDGE OF THE SUPERIOR COURT  
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