

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
RANCHO CUCAMONGA DISTRICT

JUL 02 2026

BY Stephanie Hernandez
STEPHANIE HERNANDEZ, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

RICHARD POLACEK, on behalf of himself,
the State of California, and all other similarly
aggrieved employees,

Plaintiff,

v.

HSRE PACIFICA HILLSBOROUGH TRS,
LLC., a Delaware Limited Liability
Company; OASIS OUTSOURCING III,
LLC., a Florida Limited Liability Company;
TGH-CHINO, LP, a California Limited
Partnership; and DOES 1-50, inclusive.

Defendants.

CASE NO.: CIVRS2502266

Assigned to the Hon. ~~Tony Raphael~~

JAY ROBINSON
~~[PROPOSED]~~ PAGA SETTLEMENT
APPROVAL ORDER AND JUDGMENT

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1 6. The Court approves a PAGA Counsel Fees Payment of \$61,666.67, allocated as
2 follows: \$30,833.33 to Bokhour Law Group, P.C., and \$30,833.33 to Falakassa Law, P.C., to be
3 paid from the Gross Settlement Amount as full compensation for all attorneys' fees incurred or to
4 be incurred in connection with the Action, the arbitration, and the implementation of the Settlement.

5 7. The Court approves a PAGA Counsel Litigation Expenses Payment of \$18,547.67
6 to Bokhour Law Group, P.C., to be paid from the Gross Settlement Amount as full reimbursement
7 of actual, out-of-pocket litigation costs reasonably incurred in the prosecution and resolution of the
8 Action.

9 8. The Court approves a Service Payment in the amount of \$10,000 to Plaintiff Richard
10 Polacek for his time, effort, and service in representing the interests of the State of California and
11 Aggrieved Employees, and his agreement to a general release of his individual claims. This amount
12 shall be paid from the Gross Settlement Amount.

13 9. The Court appoints ILYM Group, Inc. as the Settlement Administrator and approves
14 an Administration Expenses Payment of \$5,000, to be paid from the Gross Settlement Amount, as
15 reasonable and necessary to administer the Settlement.

16 10. The remaining PAGA Penalties, totaling \$89,785.53, shall be allocated as follows:
17 65% (\$58,360.59) to the LWDA; and 35% (\$31,424.93) to the Aggrieved Employees, to be
18 distributed pro rata based on the number of PAGA Pay Periods worked during the PAGA Period, as
19 set forth in the Settlement Agreement.

20 11. Upon Defendants' full funding of the Gross Settlement Amount, the releases set forth
21 in the Settlement Agreement shall become effective and binding on the Parties. "Released Parties"
22 means Defendant HSRE Pacifica Hillsborough TRS, LLC and any of its past, present, and future
23 parents, subsidiaries, affiliates, officers, directors, employees, partners, members, shareholders,
24 management companies, Professional Employer Organizations (PEO) including Oasis Outsourcing
25 III, LLC, and agents including, but not limited to Hillsborough MGR LLC, TGH-Chino, LP and,
26 attorneys, and any other successors, assigns, or legal representatives, as well as their insurers. The
27 Court confirms the following:

28 Upon full funding of the Gross Settlement Amount, the State of California and all

1 Aggrieved Employees are deemed to release, on behalf of themselves and their
2 respective former and present representatives, agents, attorneys, heirs,
3 administrators, successors, and assigns, the Released Parties from all claims for
4 PAGA penalties that were alleged, or reasonably could have been alleged, based on
5 the PAGA Period facts stated in the Operative Complaint as amended, and the
6 PAGA Notice and Amended PAGA Notice, including all claims for alleged
7 violation of the California Labor Code identified therein, including California
8 Labor Code §§ 201-204, 210, 226(a), 226(a)(6), 226(e), 226.3, 226.7, 227.3, 510,
9 512, 516, 1194, 1197.1, 1199, 2802-2804, and the applicable Industrial Welfare
10 Commission Wage Orders.

11 12. Neither this Order, the Judgment, nor the Settlement Agreement shall be construed
12 as an admission or concession of liability or wrongdoing by Defendants or the Released Parties. The
13 Settlement is entered into solely for the purpose of compromise and resolution. This Order and
14 Judgment shall not be used or admissible in any other proceeding, except as necessary to enforce its
15 terms or to support defenses such as res judicata or release.

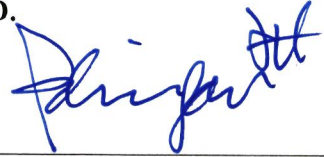
16 13. The Court reserves continuing jurisdiction over the implementation, enforcement,
17 interpretation, and administration of the Settlement Agreement, this Order, and the Judgment
18 pursuant to Code of Civil Procedure § 664.6.

19 14. Within ten (10) days of entry of this Order and Judgment, Plaintiff shall submit a
20 copy to the LWDA, as required by Labor Code § 2699(s)(3).

21 15. The Court hereby enters final judgment in this Action pursuant to the terms of the
22 Settlement Agreement and this Order.

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

24 DATED: 7/2/2026

25 
26 HON. ~~TONY RAPHAEL~~ JAY ROBINSON
27 JUDGE OF THE SUPERIOR COURT
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