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Attorneys for Plaintiffs
SHADEA BRADLEY and GREGORY JOHNSON

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

SHADEA BRADLEY and GREGORY
JOHNSON, individually, and on behalf of other
members of the general public similarly situated,

Plaintiffs,

vs.

NATIVE AMERICAN HEALTH CENTER,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 22CV011617

*Assigned for all purposes to the Honorable
Evelio Grillo, Dept. 21*

**NOTICE OF RULING ON PLAINTIFFS'
MOTION FOR FINAL APPROVAL AND
ENTRY OF FINAL APPROVAL ORDER
AND JUDGMENT**

Date: December 15, 2023
Time: 9:00 a.m.
Dept.: 21

Complaint Filed: May 23, 2022
FAC Filed: May 1, 2023
Trial Date: Not Set

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

2 **PLEASE TAKE NOTICE** that on December 15, 2023, a hearing was held in the above-
3 entitled action on Plaintiffs Shadea Bradley and Gregory Johnson's unopposed Motion for Final
4 Approval of Class Action and PAGA Settlement ("Motion"). S. Emi Minne of Parker & Minne, LLP
5 and Annabel Blanchard of Lawyers for Justice, PC appeared on behalf of Plaintiffs Shadea
6 Bradley and Gregory Johnson ("Plaintiffs"). No appearance was made by Defendant Native American
7 Health Center, Inc. After taking the matter under submission, on December 18, 2023, the Court issued
8 its ruling granting the Motion, and entered the Final Approval Order and Judgment.

9 A true and correct copy of the Court's Order re: Ruling on Submitted Matter dated December
10 18, 2023 is attached hereto as Exhibit 1. A true and correct copy of the Final Approval Order
11 and Judgment entered by the Court on December 18, 2023 is attached hereto as Exhibit 2.

12
13 Dated: December 18, 2023

PARKER & MINNE, LLP

14
15 By:



16 S. Emi Minne
17 Attorneys for Plaintiffs
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EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

Shadea Bradley Plaintiff/Petitioner(s) VS. NATIVE AMERICAN HEALTH CENTER, INC., a California corporation Defendant/Respondent (s)	No. 22CV011617 Date: 12/18/2023 Time: 11:20 AM Dept: 21 Judge: Evelio Grillo ORDER re: Ruling on Submitted Matter filed by Shadea Bradley (Plaintiff) on 12/06/2023
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The Motion for Final Approval of Settlement filed by Shadea Bradley on 11/21/2023 is Granted.

The Court, having taken the matter under submission on 12/15/2023, now rules as follows:

The motion of plaintiffs for final approval of class action settlement and PAGA settlement is GRANTED.

APPROVAL OF THE SETTLEMENT

The complaint alleges various Labor Code claims.

The case preliminarily settled for a total of \$1,595,000.

The settlement agreement states there will be attorneys' fees of up to \$558,250 (35%), costs of up to \$30,000, service award of \$7,500 to each plaintiff, settlement administration costs of up to \$11,728, and a PAGA payment of \$100,000 (net of \$75,000). After these expenses, the amount available to be distributed to the Class would be \$880,022. Assuming that there are an estimated 476 Class Members, the average payment per Class Member would be \$1796.

The proposed class notice form and procedure are adequate. There were no objections and two opt outs.

The proposed class is appropriate for class certification.

The scope of the class release is appropriate. The scope of the class release must be limited to the claims arising out of the claims in the complaint where the named plaintiffs are typical and can adequately represent the class. (Amaro v. Anaheim Arena Management, LLC (2021) 69

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

Cal.App.5th 521, 537-538.) The release of claims by the class is limited by the "factual predicate rule." (Hesse v. Sprint Corp. (9th Cir. 2010) 598 F.3d 581, 590.) (See also Hendricks v. Starkist Co (N.D. Cal. 2016) 2016 WL 692739 at * 2-4 [Denying motion for final approval of class settlement because scope of release overbroad].)

The scope of the PAGA release is appropriate. The agreement releases the claims of the LWDA. The agreement is NOT a release by the "Aggrieved Employees" (aka PAGA Group Members).

The scope of the named plaintiff release is appropriate. The agreement for the named plaintiff may include a Civil Code 1542 waiver.

The Court notes and approves of the plan to distribute the settlement funds with no claims process.

The unclaimed funds will be distributed to Central Legal de la Raza. (Agt, para 79.) This is consistent with CCP 384. Counsel has provided a declaration in support of the motion that provides the information required by CCP 382.4.

APPROVAL OF FEES, COSTS, AND SERVICE AWARD

"Because absent class members are not directly involved in the proceedings, oversight to ensure settlements are fair and untainted by conflict is the responsibility of both the class representative and the court." (Mark v. Spencer (2008) 166 Cal.App.4th 219, 227.)

"[T]horough judicial review of fee applications is required in all class action settlements and the fairness of the fees must be assessed independently of determining the fairness of the substantive settlement terms. (Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 555-556.)

The court starts with its benchmark, then cross-checks with the lodestar, and makes adjustments if the benchmark is significantly different from the lodestar. (Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 505 ["If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted"].)

The Ninth Circuit's benchmark is 25%. (Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 495.)

When using the percentage of recovery approach, this court's benchmark for fees is 30% of a total fund. Courts have benchmarks ranging from 25% to 33%. Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 495; Schulz v. Jeppesen Sanderson, Inc. (2018) 27 Cal.App.5th 1167, 1175; Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 557 fn 13; Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43, 66 fn 11; Schulz v. Jeppesen Sanderson, Inc. (2018) 27 Cal.App.5th 1167, 1175.)

The court recently reviewed and reaffirmed its use of a benchmark of 30%. (Hurtubise v. Sutter East Bay Hosp. (2021) 2021 WL 11134912.)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

The benchmark of 30% of \$1,595,000 suggests fees of \$478,500.

When cross-checking with the lodestar/multiplier, the court will evaluate the lodestar based on reasonable fees that would have been charged at hourly rates and then apply a multiplier. The multiplier includes contingent fee risk and other factors.

Counsel assert they spent either 578.9 or 598.9 hours on the case. (Brief p19:5 and p22:8). The court finds that this is reasonable.

The court finds that a blended rate of \$600 is appropriate for the case. (Meridian Financial Services, Inc. v. Phan (2021) 67 Cal.App.5th 657, 708-709 [blended rate of \$550]; Espejo v. Copley Press, Inc. (2017) 13 Cal.App.5th 329, 337 [blended rate of \$500/hour]; 569 East County Boulevard LLC v. Backcountry Against the Dump, Inc. (2016) 6 Cal.App.5th 426, 438-440 fn 14, fn 16 [blended rate of \$275].) Regarding the amount of the blended rate, the court considers the evidence and its own knowledge and familiarity with the legal market. (Meridian Financial Services, Inc. v. Phan (2021) 67 Cal.App.5th 657, 709.) The court takes judicial notice of the rates for counsel in the USAO Fitzpatrick Matrix on “Hourly Rates (\$) for Legal Fees for Complex Federal Litigation in the District of Columbia.” The court takes judicial notice of the Laffey matrix. (<http://www.laffeymatrix.com/>) The court gives little weight to the anecdotal fee awards of other trial judges. Counsel can selectively present fee awards that indicate the highest hourly billing rates.

The court recently reviewed and reaffirmed its use of a blended rate of \$550. (Harris v. Southern New Hampshire University (2023) 2023 WL 3605289.)

The court will use a blended rate of \$600 per hour.

This results in a lodestar of \$359,400.

The court applies a 1.2 multiplier for risk. When considering risk, the court considers there is less risk in a case with fee shifting statutes because counsel's potential fees are not limited by and coupled to the monetary recovery. With a fee shifting statute, counsel has the risk of proving liability but if counsel proves liability, then the fees shift to the defendant with little to no consideration of the amount of the client's monetary recovery. (Weeks v. Baker & McKenzie (1998) 63 Cal.App.4th 1128, 1174.) For example, a nominal damage recovery will result in counsel recovering “reasonable attorneys’ fees” that could far exceed the award of damages. (Harman v. City and County of San Francisco (2007) 158 Cal.App.4th 407, 419 [jury awarded plaintiff \$30,300, counsel recovered \$1,113,905.40 in fee-shifted fees]; Heritage Pacific Financial, LLC v. Monroy (2013) 215 Cal.App.4th 972, 1006-1007 [client recovered \$1, counsel recovered \$87,525 in fee-shifted fees].) There was a fee shifting provision. This results in a multiplier adjusted lodestar of \$431,280.

Considering the percentage analysis fees of \$478,500 and the multiplier adjusted lodestar fees of \$431,280, the court will award fees of \$478,500. This is the court's benchmark. The award of fees is appropriate to compensate counsel in this case, to incentivize the prosecution of

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

meritorious cases, and does not result in an unreasonable windfall to counsel at the expense of their clients.

The court approves costs of \$14,791.24.

The court approves actual settlement administration costs of up to \$11,728.00.

The court approves a service award of \$7,500 to each plaintiff. Plaintiffs provided evidence regarding the nature of participation in the action, including a description of specific actions and the amount to time committed to the prosecution of the case. (Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 804-807.)

The Court ORDERS that 10% of any fee award to be kept in the administrator's trust fund until the completion of the distribution process and Court approval of a final accounting.

The Court will set a compliance hearing after the completion of the distribution process and the expiration of the time to cash checks for counsel for plaintiff and the Administrator to comply with CCP 384(b) and to submit a summary accounting how the funds have been distributed to the class members and the status of any unresolved issues. If the distribution is completed, the Court will at that time release any hold-back of attorney fees.

Plaintiff may submit a proposed order if necessary. The court will sign any proposed order, which is modified by this order.

Compliance Hearing RE: Final Distribution is scheduled for 06/10/2024 at 01:30 PM in Department 21 at Rene C. Davidson Courthouse.

Clerk is directed to serve copies of this order, with proof of service, to counsel and to self-represented parties of record.

Dated : 12/18/2023



Evelio Grillo / Judge

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

EXHIBIT 2

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13 Attorneys for Plaintiffs
 14 SHADEA BRADLEY and GREGORY JOHNSON

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 16 **FOR THE COUNTY OF ALAMEDA**

17 SHADEA BRADLEY and GREGORY
 18 JOHNSON, individually, and on behalf of other
 19 members of the general public similarly situated,

20 Plaintiffs,

21 vs.

22 NATIVE AMERICAN HEALTH CENTER,
 23 INC., a California corporation; and DOES 1
 through 100, inclusive,

24 Defendants.
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FILED
ALAMEDA COUNTY

DEC 18 2023

CLERK OF THE SUPERIOR COURT

By 

Case No.: 22CV011617

*Assigned for all purposes to the Honorable
 Evelio Grillo, Dept. 21*

**[PROPOSED] FINAL APPROVAL ORDER
 AND JUDGMENT**

Date: December 15, 2023

Time: 9:00 a.m.

Dept.: 21

Reservation ID: 564642181071

Complaint Filed: May 23, 2022

FAC Filed: May 1, 2023

Trial Date: Not Set

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

1 Plaintiffs Shadea Bradley and Gregory Johnson's unopposed Motion for Final Approval
2 of Class Action and PAGA Settlement ("Motion") in the above-captioned matter came for hearing
3 on December 15, 2023 before the Honorable Evelio Grillo in Department 21 of the above-entitled
4 Court, located at 1221 Oak Street, Oakland, California 94612.

5 On August 23, 2023, the Court entered an Order Granting Preliminary Approval of Class
6 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving
7 the settlement of the above-entitled action in accordance with the Amended Joint Stipulation of
8 Class Action and PAGA Settlement (hereinafter, "Agreement", "Settlement", or "Settlement
9 Agreement") which, together with the exhibits thereto, set forth the terms and conditions for
10 settlement of this Action.

11 Due and adequate notice having been given to all Class Members as required in the
12 Preliminary Approval Order, and the Court having considered the Agreement, Plaintiffs' Motion
13 and all documents submitted in support thereof, all papers filed and proceedings had herein, and
14 otherwise being fully informed and good cause appearing therefore, **IT IS HEREBY
ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

15 1. Pursuant to California law, this Court hereby grants final approval of the
16 Agreement. The Agreement is hereby deemed incorporated into this Final Order and Judgment.
17 All terms used herein shall have the same meaning as defined in the Agreement.

18 2. This Court has jurisdiction over the subject matter of this Action and over all
19 Parties to this Action, including all Class Members.

20 3. The Court finds that the requirements of California Code of Civil Procedure
21 section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to
22 the Class and the Settlement. The Court hereby makes its earlier provisional certification of the
23 Class for settlement purposes, as set forth in the Preliminary Approval Order, final. The Class is
24 hereby defined to include:

25 All current and former hourly-paid, non-exempt employees of Defendant Native
26 American Health Center, Inc. who were employed by Defendant Native American
27 Health Center, Inc. in the State of California at any time during the period
28 commencing on May 23, 2018, and ending on June 27, 2023.

1 4. The Court hereby confirms S. Emi Minne and Jill J. Parker of Parker & Minne,
2 LLP and Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Annabel Blanchard of Lawyers
3 for Justice, PC as Class Counsel in the Action.

4 5. The Court concludes that distribution of the Notice directed to the Class Members
5 as set forth in the Agreement and the other matters set forth therein has been completed in
6 conformity with the Preliminary Approval Order, and constituted the best notice practicable under
7 the circumstances. The Court concludes that the Administrator, Simpluris, Inc., took all
8 reasonable and necessary steps to locate and notify each Class Member of the Agreement, as
9 required in the Preliminary Approval Order. The notice given to the Class fully and accurately
10 informed the Class of all material elements of the Settlement and their opportunity to object or
11 comment thereon; was the best notice practicable under the circumstances; was valid, due and
12 sufficient notice to all Class Members; and complied fully with the laws of the State of California,
13 Federal Rules of Civil Procedure, the United States Constitution, due process, and other
14 applicable law. The notice fairly and adequately described the Settlement and provided Class
Members adequate instructions and a variety of means to obtain additional information.

15 6. The Court hereby finds the Agreement was entered into in good faith pursuant to
16 and within the meaning of California Code of Civil Procedure section 877.6. For the reasons set
17 forth in the Preliminary Approval Order, and in the proceedings at the Final Approval hearing,
18 which are adopted and incorporated herein by reference, the Court further finds that Plaintiffs
19 have satisfied the standards and applicable requirements for final approval of this class action
20 settlement under California law, including the provisions of California Code of Civil Procedure
21 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
22 courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

23 7. The Court finds that the Settlement is, in all respects, fair, adequate and
24 reasonable, and in the best interests of the Class as a whole. More specifically, the Court finds
25 that the Settlement was reached following meaningful informal discovery and investigation by
26 Class Counsel; that the Settlement is the product of intensive, serious and non-collusive arms-
27 length negotiations between the parties; and that the terms of the Settlement are in all respects
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1 fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence
2 presented, including evidencing regarding the strength of Plaintiffs' claims, Defendant's potential
3 exposure; the risk, expense, complexity, and delay associated with further litigation; the risk of
4 maintaining Plaintiffs' claims through class certification, trial, and appeals; the amount offered
5 in the Settlement and the benefit provided to Class Members; the extent of investigation and
6 informal discovery completed; the experience and views of Class Counsel; and the absence of
7 objections to the Settlement, as well as other relevant factors. Accordingly, the Court hereby
8 direct that the Settlement be affected in accordance with the Agreement and the terms and
9 conditions set forth in this Judgment.

10 8. A full opportunity has been afforded to Class Members to participate in this
11 hearing, and all persons wishing to be heard have been heard. Accordingly, the Court determines
12 that all Class Members who did not timely and properly request exclusion from the Settlement
13 ("Participating Class Members") are bound by the Settlement and by this Judgment.

14 9. The Court hereby finds that there have been 0 objections to the Agreement. The
15 deadline for Class Members to submit written objections to the Agreement was November 21,
16 2023. The Court also finds that there were 0 objections at the hearing on Final Approval.

17 10. The Court hereby finds that the following 2 Class Members have requested to be
18 excluded from the Settlement and are not bound by this Judgment: Jaqueline Wish and Dejuana
19 Presley. The deadline for Class Members to request to be excluded from the Agreement was
20 November 21, 2023. Accordingly, 476 Participating Class Members are bound by this Judgment.

21 11. Upon entry of this Judgment and remittance of the Gross Settlement Amount and
22 all applicable employer-side payroll taxes by Defendant to the Administrator, all Participating
23 Class Members shall fully release and discharge the Released Parties from all claims rights,
24 demands, liabilities, and causes of action, alleged in the Action or that could have been alleged
25 based on the facts alleged in the Action arising during the Class Period, including but not limited
26 to claims under the California Labor Code, California Industrial Welfare Commission Wage
27 Orders, regulations, and/or other provisions of law, for unpaid overtime, failure to provide meal
28 periods and associated premium wages, failure to provide rest periods and associated premium

1 wages, unpaid minimum wages, failure to timely pay final wages, failure to timely pay wages
2 during employment, failure to provide itemized wage statements, failure to keep requisite payroll
3 records, and failure to reimburse business expenses, including violations under California Labor
4 Code sections 201, 202, 203, 204, 221, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198,
5 2800 and 2802, and derivative claims for unfair or unlawful business practices under California
6 Business & Professions Code section 17200, et seq. Participating Class Members do not release
7 any other claims, including claims for vested benefits, wrongful termination, violation of the Fair
8 Employment and Housing Act, unemployment insurance, disability, social security, workers'
9 compensation, or claims based on facts occurring outside the Class Period

10 12. Upon entry of this Judgment and remittance of the Gross Settlement Amount by
11 Defendant to the Administrator, Plaintiffs, the California Labor and Workforce Development
12 Agency ("LWDA"), and the State of California shall fully release and discharge the Released
13 Parties from all claims, rights, demands, liabilities and causes of actions for civil penalties under
14 the California Labor Code Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, et
15 seq. which Plaintiffs, the State of California, and/or the LWDA had, or may claim to have, against
16 Released Parties, based on the facts and legal theories contained in the PAGA Letter, including
17 claims for civil penalties based on unpaid overtime, failure to provide meal periods and associated
18 premium wages, failure to provide rest periods and associated premium wages, unpaid minimum
19 wages, failure to timely pay final wages, failure to timely pay wages during employment, failure
20 to provide itemized wage statements, failure to keep requisite payroll records, failure to provide
21 one day rest in seven, and failure to reimburse business expenses, including violations under
22 California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 551, 552, 1174, 1194,
1197, 1197.1, 1198, 2800 and 2802 and the Industrial Welfare Commission Orders,

23 13. Upon entry of this Judgment and remittance of the Gross Settlement Amount by
24 Defendant to the Administrator, in consideration for their Class Representative Enhancement
25 Payments, Plaintiffs Shadea Bradley and Gregory Johnson for themselves only, also fully release
26 the Released Parties from any and all Released Claims and also generally release and discharge
27 the Released Parties from any and all claims, demands, obligations, causes of action, rights, or
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1 liabilities of any kind which have been or could have been asserted against the Released Parties
2 arising out of or relating to their employment by Defendant or termination thereof, including but
3 not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination,
4 harassment or wrongful termination of employment. This release specifically includes any and all
5 claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest,
6 and attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any
7 way connected with the matters referred to herein, whether or not known or suspected to exist,
8 and whether or not specifically or particularly described herein. Plaintiffs Shadea Bradley and
9 Gregory Johnson have expressly waived all rights and benefits afforded by California Civil Code
Section 1542, which provides:

10 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
11 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
12 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
13 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
14 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
15 DEBTOR OR RELEASED PARTY.

16 This release specifically excludes claims that cannot by law be waived, including claims
17 for unemployment insurance, disability, social security, and workers compensation.

18 14. The Court finds the settlement payments provided for under the Agreement to be
19 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement,
20 the Court orders Defendant to fund the Gross Settlement Amount of \$1,595,000.0 within fifteen
21 (15) calendar days after of the date of entry of this Judgment to provide payments for Individual
22 Class Member Payments, Individual PAGA Payments, the Class Representative Enhancement
23 Payments, Class Counsel's Fees and Costs, Settlement Administration Costs, and PAGA
24 Penalties to the LWDA. Court further orders Defendant to separately pay any and all employer
25 payroll taxes owed on the wage portion of the Individual Class Payments. Defendant shall fund
26 and the Settlement Administrator shall distribute these amounts in accordance with the terms of
27 the Agreement.
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1 15. Pursuant to the terms of the Agreement, and the authorities, evidence and argument
2 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
3 of \$^{478,500}~~558,250.00~~, and awards reimbursement of costs and expenses incurred by Class Counsel in
4 the amount of \$14,791.24 from the Gross Settlement Amount. The award of attorneys' fees and
5 costs is the final payment for and complete satisfaction of any and all attorneys' fees and costs
6 incurred by and/or owed to Class Counsel and any other person or entity related to the Action.
7 The award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant
8 to the terms of the Agreement. Any allocation of attorneys' fees and costs between and among
9 Class Counsel shall be made by the Administrator pursuant to the separate and independent
10 agreement between Class Counsel. The Court further orders that 10% of the fees awarded to Class
11 Counsel (i.e., \$^{47,850}~~55,825.00~~) be kept in the Settlement Administrator's trust fund until completion
12 of the distribution process and the Court's approval of a final accounting.

13 16. The Court hereby approves and orders Class Representative Enhancement
14 Payments of \$7,500.00 to Plaintiff Shadea Bradley and \$7,500.00 to Plaintiff Gregory Johnson
15 from the Gross Settlement Amount in accordance with the terms of the Agreement.

16 17. The Court find that the settlement of the Released PAGA Claims for \$100,000.00,
17 which is designated and allocated as penalties under the California Labor Code Private Attorneys
18 General Act of 2004, is fair, reasonable, and appropriate, and is hereby approved. The Court
19 further approves allocation and payment of the PAGA Penalties as follows: \$75,000.00 (75% of
20 \$100,000.00) to the LWDA, and \$25,000.00 (25% of \$100,000.00) to PAGA Members on a *pro*
21 *rata* basis as set forth in the Agreement. 100% of the amounts distributed to PAGA Members as
22 penalties under PAGA shall be reported on an IRS Form-1099.

23 18. The Court also hereby approves and orders payment from the Gross Settlement
24 Amount for actual settlement administration expenses incurred by the Administrator, Simpluris,
25 Inc., in the amount of \$11,728.00.

26 19. The Court hereby approves and orders payment of Individual Class Payments from
27 the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set forth in
28 the Agreement.

~~[PROPOSED]~~ FINAL APPROVAL ORDER AND JUDGMENT - 7

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I am over eighteen years of age and not a party to the within action; my business address is 700 South Flower Street, Suite 1000, Los Angeles, California 90017. On December 18, 2023, I served a copy of the following document(s):

**NOTICE OF RULING ON MOTION FOR FINAL APPROVAL AND ENTRY OF FINAL
APPROVAL ORDER AND JUDGMENT**

on the interested parties as follows:

Gilbert Tsai (gtsai@hansonbridgett.com)
Molly L. Kaban (mkaban@hansonbridgett.com)
Rachel Vinson (rvinson@hansonbridgett.com)
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Attorneys for Defendant NATIVE AMERICAN HEALTH CENTER, INC.

California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814
(Via Electronic Submission at <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>)

☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the addressee(s) listed above via email from email address emi@parkermiller.com pursuant to California Code of Civil Procedure section 1010.6(b). I did not receive any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE** – I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 18, 2023 at Redondo Beach, California.

Sabri M.

S. Emi Minne