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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
Somnath Raj Chatterjee, Dept. 21*

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

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 February 7, 2025, the Court entered an Amended Final
3 Approval Order and Judgment in the above-entitled matter. A true and correct copy of the Amended
4 Final Approval Order and Judgment entered by the Court on February 7, 2025 is attached hereto as
5 Exhibit 1

6
7 Dated: February 21, 2025

PARKER & MINNE, LLP

8
9 By:



S. Emi Minne

Attorneys for Plaintiffs

EXHIBIT 1

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Case No.: 22CV011617

*Assigned for all purposes to the Honorable Noël
Wise, Dept. 21*

**~~PROPOSED~~ AMENDED FINAL
APPROVAL ORDER AND JUDGMENT**

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

FILED
Superior Court of California
County of Alameda

02/07/2025

Glad Flake, Executive Officer / Clerk of the Court

By: Nicole Hall Deputy
N. Hall

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 On December 15, 2023, having considered the Agreement, Plaintiffs’ Motion and all
12 documents submitted in support thereof, all papers filed and proceedings had herein, and
13 otherwise being fully informed and good cause appearing therefore, the Court granted Plaintiffs’
14 Motion. A Final Approval Order and Judgment was entered by the Court on December 18, 2023.

15 On June 7, 2024, the Court entered an Amended Order approving the Parties’ Joint
16 Stipulation to provide notice and payment to Additional Class Members who were inadvertently
17 omitted by Defendant from the original Class List.

18 Due and adequate notice having been given to all Class Members as required in the
19 Preliminary Approval Order and to Additional Class Members as required in the Court’s June 7,
20 2024 Amended Order, and the Court having considered the Agreement, Plaintiffs’ Motion, all
21 documents submitted in support thereof, all papers filed and proceedings had herein, the
22 Settlement Administrator’s Declaration Regarding Compliance and Final Accounting, and
23 otherwise being fully informed and good cause appearing therefore, the Court now amends the
24 Final Approval Order and Judgment originally entered on December 18, 2023.

25 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

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

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

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

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

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

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

27 6. The Court hereby finds the Agreement was entered into in good faith pursuant to
28 and within the meaning of California Code of Civil Procedure section 877.6. For the reasons set
forth in the Preliminary Approval Order, and in the proceedings at the Final Approval hearing,

1 which are adopted and incorporated herein by reference, the Court further finds that Plaintiffs
2 have satisfied the standards and applicable requirements for final approval of this class action
3 settlement under California law, including the provisions of California Code of Civil Procedure
4 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
5 courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

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

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

24 9. The Court hereby finds that there have been 0 objections to the Agreement. The
25 deadline for Class Members to submit written objections to the Agreement was November 21,
26 2023. The Court also finds that there were 0 objections at the hearing on Final Approval.

27 10. The Court hereby finds that the following 1 Class Member has submitted a valid
28 request to be excluded from the Settlement and is not bound by this Judgment: Dejuana Presley.

1 The deadline for Class Members to request to be excluded from the Agreement was November
2 21, 2023. Accordingly, 477 Participating Class Members are bound by this Judgment.

3 11. The Court hereby further finds that the 21 Additional Class Members who were
4 inadvertently not included in the initial Class List have now received Class Notice Packets
5 consistent with the Court's Amended Order dated June 7, 2024, and are included in the
6 Settlement. The Court hereby finds that of these 21 Additional Class Members, zero (0)
7 Additional Class Members submitted a valid request to be excluded from the Settlement or
8 objected to the Settlement. The deadline for Additional Class Members to submit objections or
9 request to be excluded from the Agreement was July 24, 2024. Accordingly, an additional 21
10 Participating Class Members are bound by this Judgment.

11 12. Upon entry of this Judgment and remittance of the Gross Settlement Amount and
12 all applicable employer-side payroll taxes by Defendant to the Administrator, all Participating
13 Class Members shall fully release and discharge the Released Parties from all claims rights,
14 demands, liabilities, and causes of action, alleged in the Action or that could have been alleged
15 based on the facts alleged in the Action arising during the Class Period, including but not limited
16 to claims under the California Labor Code, California Industrial Welfare Commission Wage
17 Orders, regulations, and/or other provisions of law, for unpaid overtime, failure to provide meal
18 periods and associated premium wages, failure to provide rest periods and associated premium
19 wages, unpaid minimum wages, failure to timely pay final wages, failure to timely pay wages
20 during employment, failure to provide itemized wage statements, failure to keep requisite payroll
21 records, and failure to reimburse business expenses, including violations under California Labor
22 Code sections 201, 202, 203, 204, 221, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198,
23 2800 and 2802, and derivative claims for unfair or unlawful business practices under California
24 Business & Professions Code section 17200, et seq. Participating Class Members do not release
25 any other claims, including claims for vested benefits, wrongful termination, violation of the Fair
26 Employment and Housing Act, unemployment insurance, disability, social security, workers'
27 compensation, or claims based on facts occurring outside the Class Period.
28

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

15 14. Upon entry of this Judgment and remittance of the Gross Settlement Amount by
16 Defendant to the Administrator, in consideration for their Class Representative Enhancement
17 Payments, Plaintiffs Shadea Bradley and Gregory Johnson for themselves only, also fully release
18 the Released Parties from any and all Released Claims and also generally release and discharge
19 the Released Parties from any and all claims, demands, obligations, causes of action, rights, or
20 liabilities of any kind which have been or could have been asserted against the Released Parties
21 arising out of or relating to their employment by Defendant or termination thereof, including but
22 not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination,
23 harassment or wrongful termination of employment. This release specifically includes any and all
24 claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest,
25 and attorneys’ fees and costs (except provided by the Settlement Agreement) relating to or in any
26 way connected with the matters referred to herein, whether or not known or suspected to exist,
27 and whether or not specifically or particularly described herein. Plaintiffs Shadea Bradley and
28

1 Gregory Johnson have expressly waived all rights and benefits afforded by California Civil Code
2 Section 1542, which provides:

3 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
4 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
5 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
6 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
7 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
8 DEBTOR OR RELEASED PARTY.

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

11 15. The Court finds the settlement payments provided for under the Agreement to be
12 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement,
13 the Court orders Defendant to fund the Gross Settlement Amount of \$1,595,000.0 within fifteen
14 (15) calendar days after of the date of entry of this Judgment to provide payments for Individual
15 Class Member Payments, Individual PAGA Payments, the Class Representative Enhancement
16 Payments, Class Counsel's Fees and Costs, Settlement Administration Costs, and PAGA
17 Penalties to the LWDA. Court further orders Defendant to separately pay any and all employer
18 payroll taxes owed on the wage portion of the Individual Class Payments. Defendant shall fund
19 and the Settlement Administrator shall distribute these amounts in accordance with the terms of
20 the Agreement.

21 16. Pursuant to the terms of the Agreement, and the authorities, evidence and argument
22 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
23 of \$478,500.00, and awards reimbursement of costs and expenses incurred by Class Counsel in
24 the amount of \$14,791.24 from the Gross Settlement Amount. The award of attorneys' fees and
25 costs is the final payment for and complete satisfaction of any and all attorneys' fees and costs
26 incurred by and/or owed to Class Counsel and any other person or entity related to the Action.
27 The award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant
28 to the terms of the Agreement. Any allocation of attorneys' fees and costs between and among

1 Class Counsel shall be made by the Administrator pursuant to the separate and independent
2 agreement between Class Counsel. The Court further orders that 10% of the fees awarded to Class
3 Counsel (i.e., \$47,850.00) be kept in the Settlement Administrator's trust fund until completion
4 of the distribution process and the Court's approval of a final accounting.

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

8 18. The Court find that the settlement of the Released PAGA Claims for \$100,000.00,
9 which is designated and allocated as penalties under the California Labor Code Private Attorneys
10 General Act of 2004, is fair, reasonable, and appropriate, and is hereby approved. The Court
11 further approves allocation and payment of the PAGA Penalties as follows: \$75,000.00 (75% of
12 \$100,000.00) to the LWDA, and \$25,000.00 (25% of \$100,000.00) to PAGA Members on a *pro*
13 *rata* basis as set forth in the Agreement. 100% of the amounts distributed to PAGA Members as
14 penalties under PAGA shall be reported on an IRS Form-1099.

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

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

21 21. The Court also hereby approves and orders that any checks distributed from the
22 Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar
23 days after being issued shall be void. If any settlement checks that remain uncashed after the void
24 date, the Parties shall jointly request that the Court amend this Final Approval Order and Judgment
25 to direct the Settlement Administrator to transfer any unclaimed funds, plus any interest accrued
26 thereon, to Central Legal de la Raza, consistent with Code of Civil Procedure § 384.

27 22. Provided the Settlement becomes effective under the terms of the Agreement, the
28 Court also hereby orders that the Administrator distribute the Individual Class Member Payments,

1 Individual PAGA Payments, the Class Representative Enhancement Payment, Class Counsel's
2 Fees and Costs payment, Settlement Administration Costs payment, and PAGA Penalties to the
3 LWDA within fourteen (14) calendar days of receipt of the Gross Settlement Amount.

4 23. The Settlement Administrator is hereby directed to distribute the remaining 10%
5 of fees awarded to Class Counsel (\$47,850.00) that were kept in the Settlement Administrator's
6 trust until completion of the distribution process and completion of final accounting to Class
7 Counsel within fourteen (14) calendar days of entry of this Amended Final Approval Order and
8 Judgment.

9 24. Consistent with the Amended Order entered by the Court on June 7, 2024, the
10 Settlement Administrator is hereby directed to distribute \$42,651.00 to Defendant as
11 reimbursement for Defendant's advance of amounts owed to Additional Class Members.

12 25. A total of three (3) individual Settlement Checks sent to Additional Class Members
13 on July 9, 2024 totaling \$356.46 have not yet been negotiated. The check cashing deadline for
14 these outstanding checks expired January 5, 2025. The Settlement Administrator is hereby
15 directed to distribute the any funds remaining from these three (3) outstanding checks to
16 Additional Class Members, plus any interest that has accrued thereon, to the Settlement's
17 designated cy pres beneficiary, Central Legal de la Raza within fourteen (14) calendar days of
18 entry of this Amended Final Approval Order and Judgment.

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

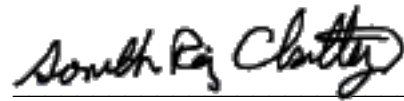
26 27. Notice of this Amended Order and Judgment shall be posted by the Administrator,
27 Simpluris, Inc., on its website for a period of at least sixty (60) days.

28 28. Plaintiffs shall file and serve formal Notice of Entry of Judgment with the

1 California Labor and Workforce Development Agency (LWDA).

2 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED ACCORDINGLY.**

3
4 Dated: 02/07/2025 _____



5 Honorable Noël Wise
6 Judge of the Superior Court
7 **Somnath Raj Chatterjee / Judge**