



FILED
San Francisco County Superior Court

SEP 03 2025

CLERK OF THE SUPERIOR COURT
By Shirley Allen Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 304

KAREN BOGDANYI, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

v.

HEALTH ADVOCATES, LLC, a California
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No. CGC-18-570033

AMENDED JUDGMENT

Judgment is hereby entered in accordance with the terms of this Court's Order Granting Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, and Incentive Award ("Final Approval Order"). For the purposes of this Judgment, the Court hereby incorporates the First Amended Class and PAGA Action Settlement and Release Agreement ("Settlement," "Agreement," or "Settlement Agreement").¹

The Class is hereby defined as:

All current and former hourly-paid or non-exempt employees of Defendant within the State of California employed at any time during the Class Period from September 24, 2014 to June 26, 2024 ("Class" or "Class Members").

Aggrieved Employees are defined as:

All current and former hourly-paid or non-exempt employees of Defendant employed within the State of California at any time during the PAGA Period from September 17, 2017 to June 26, 2024.

No Class Members objected to the Settlement following a full and fair opportunity to participate.

One Class Member requested exclusion from the Settlement.² Accordingly, all remaining Class Members who have not submitted a timely and valid Request for Exclusion from the Class Settlement ("Participating Class Members"), are bound by the Class Settlement and by this Judgment. The State of California and all current and Aggrieved Employees are bound by the PAGA Settlement and this Judgment.

The Gross Settlement Amount is \$825,000. In its Final Approval Order, the Court authorized the following distributions from the Gross Settlement Amount: (1) \$275,000 in attorneys' fees to Class Counsel; (2) \$22,263.89 to Class Counsel for litigation costs; (3) \$7,000 to the named Plaintiff as an Incentive Award; (4) \$14,172 to Simpluris, Inc. for settlement administration costs; and (5) \$67,500 Private Attorneys General Act ("PAGA") allocation to the California Labor and Workforce Development Agency ("LWDA").

¹ The Settlement Agreement is attached as Exhibit 2 to the Further Supplemental Declaration of Helene Mayer filed July 5, 2024.

² Maria Arlene Ofiana requested exclusion from this Settlement.

1 The Settlement Administrator is directed to calculate the Settlement Class Members'
2 Individual Settlement Payments from the Net Settlement Fund and issue payments in accordance
3 with the Settlement Agreement.

4 The Court hereby orders that upon the Effective Date and full funding of the Gross
5 Settlement Amount, Plaintiff and all Participating Class Members shall be conclusively
6 determined to have given a release of any and all Released Class Claims against the Released
7 Parties, in accordance with the terms set forth in the Settlement Agreement.

8 The Court hereby orders that upon the Effective Date and full funding of the Gross
9 Settlement Amount, the State of California with respect to Aggrieved Employees and all
10 Aggrieved Employees shall be conclusively determined to have given a release of any and all
11 Released PAGA Claims against the Released Parties, in accordance with the terms set forth in
12 the Settlement Agreement.

13 It is hereby ordered that within thirty (30) calendar days of the Effective Date, Defendant
14 shall deposit the Gross Settlement Amount into the Qualified Settlement Account established by
15 the Settlement Administrator.

16 It is hereby ordered that within seven (7) calendar days after Defendant fully funds the
17 Gross Settlement Amount, the Settlement Administrator shall prepare and mail Individual
18 Settlement Payment checks, minus applicable withholding, to the Participating Class Members
19 and Individual PAGA Payment checks, to the Aggrieved Employees, and shall pay the Court-
20 approved Attorneys' Fees and Costs, Incentive Award, and the Settlement Administration Costs.

21 Any checks issued to Class Members or Aggrieved Employees shall remain valid and
22 negotiable for 180 calendar days from the date of their issuance. Settlement checks that remain
23 uncashed more than 180 days from the date of issuance shall be cancelled. The Settlement
24 Administrator shall transmit any residual funds represented by such checks to the designated *cy*
25 *pres* beneficiaries, LA Family Housing, or in the alternative, Bet Tzedek. The Court finds that
26 the designated *cy pres* beneficiaries are consistent with Code of Civil Procedure Section 384(b).
27 All Participating Class Members and Aggrieved Employees shall be bound by the terms and
28

1 conditions of the Settlement Agreement regardless of whether or not they cash or otherwise
2 negotiate their Individual Settlement Payment check and/or Individual PAGA Payment check.

3 Following the expiration of the check cashing period on August 23, 2025, two hundred
4 twenty-eight (228) checks totaling \$36,638.69 were uncashed. Simpluris, Inc. is directed to
5 tender the total amount of residual funds, \$36,638.69, to the designated *cy pres* beneficiary, LA
6 Family Housing in accordance with the Settlement Agreement.

7 After entry of this Judgment, pursuant to California Rules of Court, rule 3.769(h), the
8 Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement
9 Agreement and this Judgment, to hear and resolve any contested challenge to a claim for
10 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection
11 with the distribution of settlement benefits.

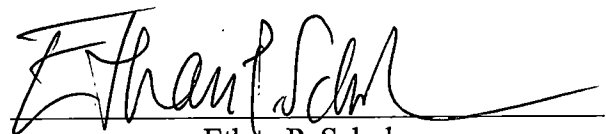
12 Notice of entry of this Judgment shall be given to the Participating Class Members and
13 Aggrieved Employees by posting a copy of the Judgment on the Settlement Administrator's
14 website for a period of at least sixty (60) calendar days after the date of entry of this Final
15 Approval Judgment. Individualized notice is not required.

16 Plaintiff shall submit a copy of this Judgment to the LWDA within 10 days after entry
17 pursuant to Labor Code section 2699(s)(3).

18 This document shall constitute a judgment for purposes of California Rules of Court, rule
19 3.769(h).

20 IT IS SO ORDERED.

21 Dated: September 2, 2025



Ethan P. Schulman
Judge of the Superior Court

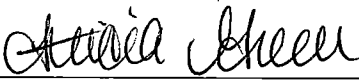
CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6 & CRC 2.251)

I, Felicia Green, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On September 3, 2025, I electronically served AMENDED JUDGMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: **SEP 03 2025**

Brandon E. Riley, Court Executive Officer

By: 
Felicia Green, Deputy Clerk