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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DECLARATION OF DANIEL J. BASS

DECLARATION OF DANIEL J. BASS

I, Daniel J. Bass, declare:

1. I am an attorney licensed and admitted to practice before all courts of the State of California. I am an attorney for the law firm of Makarem & Associates APLC, the counsel of record for Plaintiff in this case. I make this declaration in support of Plaintiff's Motion for Approval of PAGA Settlement. I have personal knowledge of the facts herein, and if called as a witness I could and would competently testify to them under oath.

2. Plaintiff SONIA FRANCO ("Plaintiff") and Defendants CareMore Health Plan (erroneously sued as both CareMore Health Plan and CareMore Health Plan, Inc.), Anthem, Inc., The Anthem Companies, Inc., The Anthem Companies of California, Inc. (erroneously sued as Anthem Companies of California), and CareMore Health System (erroneously sued as CareMore Health Systems, Inc.) (together, "Defendants") (hereinafter collectively with Plaintiff the "Parties") pursuant to Labor Code section 2699(l), reached a negotiated settlement of Plaintiff's claims under the Labor Code Private Attorneys General Act ("PAGA") as detailed in the Parties' PAGA Settlement Agreement ("Agreement" or "Settlement" herein) a true and correct copy of which is attached hereto as "Exhibit A".

3. On April 14, 2020, Plaintiff provided written notice of her intent to file a claim for civil penalties under PAGA to the LWDA against CareMore Health Plan, Inc.), Sachin Jain, Karen Schulte, and Michael Plumb. On August 5, 2020, Plaintiff provided written notice of her intent to file a claim for civil penalties under PAGA to the LWDA against Anthem, Inc., The Anthem Companies, Inc., Anthem Companies of California, WellPoint, Inc., The WellPoint Companies, CareMore Health Systems, Inc., CareMore Health Group, Inc., and CareMore Health Plan.

4. On August 7, 2020, Plaintiff filed the PAGA Action against CareMore Health Plan, Inc. asserting a single cause of action for civil penalties under PAGA. On November 24,

2020, Plaintiff filed the First Amended Complaint in the PAGA Action, naming CareMore Health Plan, Inc., Anthem, Inc., The Anthem Companies, Inc., Anthem Companies of California, CareMore Health System, Inc., and CareMore Health Plan as defendants in the Action.

5. On June 24, 2020, Plaintiff filed the Class Action against CareMore Health Plan, Inc. and Sachin H. Jain asserting causes of action for: (1) failure to pay overtime wages; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to furnish accurate wage statements; (5) failure to pay all wages earned; (6) failure to maintain required records; (7) failure to pay earned wages upon termination; (8) failure to indemnify to necessary business expenses; and (9) unfair competition in violation of Business & Professions Code section 17200. On August 10, 2020, Plaintiff filed a first amended complaint naming CareMore Health Plan, Inc., Anthem, Inc., The Anthem Companies, Inc., Anthem Companies of California, WellPoint, Inc., The WellPoint Companies, CareMore Health Systems, Inc., CareMore Health Group, Inc., and Sachin H. Jain as defendants in the Class Action.

6. On January 20, 2021, Defendants filed a motion to compel arbitration in the Class Action, and on October 15, 2021, the court ordered Plaintiff's individual claims to arbitration using JAMS and dismissed the class claims. On November 16, 2021, Plaintiff submitted a demand for the JAMS Arbitration asserting the same causes of action and naming the same defendants as the first amended complaint in the Class Action.

7. In response to Plaintiff's Counsel's informal discovery requests made pursuant to mediation, Defendants provided Plaintiff's Counsel with information and documents pertaining to Plaintiff and other PAGA Group Members in order for Plaintiff's Counsel to investigate Plaintiff's allegations and value the PAGA claim. This was in addition to the formal discovery which was also conducted, including the exchange of formal written discovery requests, responses thereto, and document productions, as well as multiple meet and confer sessions regarding the same.

1 8. On August 2, 2021, the Parties participated in a full-day mediation with Steven J.
2 Serratore, Esq. The Parties were unable to reach an informal resolution at the August 2, 2021
3 mediation. However, with the assistance of Mr. Serratore in the following months, the Parties
4 were able to eventually agree to resolve the claims fully and finally. Eventually Parties
5 completed a long-form settlement of Plaintiff's PAGA claims ("Settlement" or "Agreement"
6 herein), for which the Parties now jointly seek this Court's approval under Labor Code section
7 2699(1)(2).

8 9. The Parties and their respective counsel agree that the settlement of the PAGA
9 claims for the consideration and on the terms set forth therein is fair, reasonable, and adequate,
10 given all known facts and circumstances and the risks inherent in litigation, including potential
11 appellate issues. In addition, Plaintiff, as a designated private attorney general, believes the
12 settlement amount entered into is in the best interest of the LWDA and that the PAGA
13 Settlement is fair, reasonable, and adequate, given the inherent risk of litigation.

14 10. Plaintiff's counsel represents that the LWDA was provided the relevant portions
15 of Settlement Agreement pursuant to Labor Code § 2699(1)(1) and (2). A true and correct copy
16 of the LWDA's confirmation email for LWDA-CM-783270-20 & LWDA-CM-801639-20 is
17 attached hereto as "Exhibit B."

18 11. Labor Code § 2699(1)(2) requires that any proposed settlement of a PAGA action
19 be submitted to the LWDA. Plaintiff will complete this requirement by concurrently submitting
20 a copy of the Settlement and this filing to the LWDA through its online portal.

21 12. The LWDA had opportunity to investigate and obtain civil penalties by citation
22 after Plaintiff submitted her PAGA notice to the LWDA. All that is required now regarding
23 LWDA involvement is for the requisite documentation to be submitted to the LWDA pursuant to
24 Labor Code § 2699(1)(2). That has been done.
25

1 13. My office and Plaintiff conducted a thorough investigation into the facts of the
2 Action, including by reviewing Defendants' production of responsive documents and
3 information requested for mediation. Altogether, Defendants produced hundreds of pages of
4 documents and information related to the PAGA claim, including time keeping and payroll
5 records. My office analyzed this data, including substantial time and payroll records, as well as
6 wage statements in order to evaluate the potential damages and for respective counsel to engage
7 in meaningful settlement discussions. My office received, among other things, the following
8 information and evidence with which to properly evaluate both her individual claim and the
9 PAGA claim: (1) information bearing on the number of "aggrieved employees" and the number
10 of pay periods during the PAGA period; (2) wage statements; (3) time records; and Defendants'
11 company policies. My office counsel closely reviewed the documents and data provided by
12 Defendants to determine the amount of potential PAGA penalties and other remedies potentially
13 available to Plaintiff and the aggrieved individuals based on the claims alleged in the Action.

14 14. As a result of this investigation, Plaintiff learned there are less than 585 "PAGA
15 Group Members", including Plaintiff, throughout the State of California for the period from
16 April 14, 2019 through the date of Approval of the Settlement, or April 12, 2022, whichever is
17 earlier (the "Settlement period"). The Gross Settlement Amount represents over \$1,410.26 per
18 aggrieved employee, with the LWDA to be paid an estimated \$382,336.22 and the aggrieved
19 employees receiving \$127,445.40 or over \$217.85, on average, to each from the Net Settlement
20 Amount.

21 15. The This settlement is fair and reasonable considering the probability of recovery
22 in this matter and the role of judicial discretion in right-sizing any penalty amount. Here,
23 Defendants argued that an award of penalties would be unjust, arbitrary and oppressive or
24 confiscatory and any potential violations were corrected.

1 16. To date, Plaintiff's Counsel has incurred \$17,245.88 in litigation costs. In terms of
2 their actual time spent on the matter, Plaintiff's Counsel will have collectively spent more than
3 293.60 hours, and multiplying the hours by their hourly rates, Plaintiff's Counsel's incurred fees
4 exceeding \$222,399.00. A true and correct copy of my office's invoice for this matter, detailing
5 the costs and hourly fees, is attached hereto as "Exhibit C"

6 17. Plaintiff's Counsel anticipate spending additional time working with the
7 Settlement Administrator through the disbursement and accounting process.

8 18. In this case, 33.3% of the original Gross Settlement Amount in attorney's fees is
9 fair and reasonable in light of the substantial time spent by Plaintiff's Counsel litigating this case
10 and the substantial benefit to be received by the state and the aggrieved employees. Moreover,
11 the award is approved by the Plaintiff and Defendant. The attorneys' fees award is intended to
12 reimburse Counsel for all uncompensated work that they have already done and for all the work
13 they will continue to do in carrying out and overseeing the notification to aggrieved employees,
14 communicating with aggrieved employees regarding their claims, and assisting in the
15 administration of the settlement if it is approved. Accordingly, the fee request here is warranted
16 and should be granted.

17 19. Makarem & Associates, a small firm, took on this case on a contingent-fee basis
18 against a business represented by a reputable defense firm. Plaintiff signed a contingency-fee
19 agreement stating that Counsel could receive a fee of up to forty percent (40%) of the overall
20 recovery. When my firm takes on contingent cases, we must pay careful attention to the
21 economics involved or one bad case can destroy years of work. Accordingly, when we take
22 contingency cases, we anticipate that we shall, if successful, receive a fee that may exceed hour
23 normal hourly rate; otherwise the risk is often too great to bear. Even when we work long hours,
24 the number of hours in a day is limited. Because of this, when we take on one particular matter,
25 we are unable to take on other matters which might pay us hourly. When Counsel became

involved in this case, we realized the time commitment that it would entail and we were forced to turn down matters that we otherwise should have been able to take on. In sum, this case claimed a significant portion of Counsel's time and attention throughout its pendency.

20. In this case, my firm has incurred substantial attorney's fees conducting pre-filing investigation, analyzing the claims, conducting legal research, reviewing records, negotiating the settlement, preparing the long-form settlement agreement, preparing the motion for approval, and otherwise litigating the case.

21. In other words, my firm has expended a significant amount of time and effort in litigating the present case. It is only because of our continued and aggressive litigation of this lawsuit that a settlement was eventually achieved. But for our continued pursuit of this litigation, a vast majority of aggrieved would likely have received nothing from Defendants.

22. I believe that Plaintiff is entitled to a reasonable service payment for her efforts and initiative in bringing and helping to prosecute this action. Plaintiff spent considerable time better apprising herself of her rights, deciding whether remedial action should be taken, how it should be taken, searching for attorneys, and finally contacting my office, who spent many hours with Plaintiff discussing the case and the law.

23. Plaintiff has diligently, adequately, and fairly represented her fellow aggrieved employees, and has not placed her interests above those of any other aggrieved employees. Plaintiff met with counsel to discuss the facts of the case, to review documents, and to give her feedback on the defensive claims of the defendant. Plaintiff assisted with formal and informal discovery in preparation of the Parties' facilitated settlement discussions, locating documents, reviewing settlement terms, and prepared a declaration in support of Plaintiff's motion.

24. The Parties have agreed to an Incentive Payment of no more than \$15,000 to Plaintiff. The service award is proper for several reasons. The award is proper considering that Plaintiff spent a substantial amount of her own time to ensure that the representative claims

1 could proceed and to ensure that the state and aggrieved employees members received a benefit
2 in this case. Specifically, Plaintiff met with her attorneys before the lawsuit was filed and
3 discussed her experiences working for Defendants at length while searching for all documents
4 she had related to her employment with Defendants. During the litigation Plaintiff remained in
5 close contact with her counsel and engaged in numerous telephone conversations regarding the
6 claims in the case and Defendant's defenses to those claims. Plaintiff also had numerous
7 conversations with her counsel regarding the potential of the lawsuit, the terms of the ultimate
8 Settlement Agreement, of which Plaintiff reviewed the drafts, and in responding to discovery
9 requests.

10 25. It is estimated that over the course of the lawsuit, Plaintiff spent 20-25 hours
11 working on the case for the benefit of both herself, the state, and the other aggrieved employees.

12 26. Plaintiff took risks, bore hardships, and made sacrifices that absent aggrieved
13 employees did not. Rewarding her efforts is a proper incentive for individuals who come forward
14 to challenge employment practices, thus fulfilling the policies and purposes underlying the Labor
15 Code.

16 27. CPT Group, Inc. ("CPT") has been retained to handle the notice and settlement
17 administration. CPT is an experienced class and settlement notice administration company, and
18 has acted as claims administrator in numerous wage and hour cases throughout the country. CPT
19 has presented an estimate to counsel reflecting that its charges to administer the proposed
20 settlement will not exceed \$8,000.

21 I declare under penalty of perjury under the laws of California that the foregoing is true
22 and correct. Executed on June 9, 2022 at Los Angeles, California.

23
24 By: *Daniel Bass*
25 Daniel J. Bass

EXHIBIT A

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Settlement”) is made and entered into between Plaintiff Sonia Franco (“Plaintiff”), acting in her capacity as private attorney general, and Defendants CareMore Health Plan (erroneously sued as both CareMore Health Plan and CareMore Health Plan, Inc.), CareMore Health System (erroneously sued as CareMore Health Systems, Inc.), Anthem, Inc., The Anthem Companies of California, Inc. (erroneously sued as Anthem Companies of California), and The Anthem Companies, Inc. (collectively, “Defendants”).

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the following meanings:

1. **“PAGA Action”** means the matter entitled *Sonia Franco v. CareMore Health Plan, Inc. et al.*, Los Angeles Superior Court Case No. 20STCV30072, including any complaint or amended complaint filed in this action and specifically the PAGA Amended Complaint.
2. **“Class Action”** means the matter entitled *Sonia Franco v. CareMore Health Plan, Inc. et al.*, Los Angeles Superior Court Case No. 20STCV2430, including any complaint or amended complaint filed in this action.
3. **“Class Action Dismissal”** means the dismissal of the Class Action, including dismissal of all of Plaintiff’s individual claims with prejudice and stipulation that Plaintiff has waived any and all class and collective claims.
4. **“Court”** means the Superior Court of California for the County of Los Angeles.
5. **“Defendants”** means CareMore Health Plan, CareMore Health System, Inc., Anthem, Inc., The Anthem Companies of California, Inc., and The Anthem Companies, Inc.
6. **“Defense Counsel”** means Constangy, Brooks, Smith & Prophete, LLP.
7. **“Effective Date”** means the date when the Settlement becomes final, which is sixty (60) days after the date when the Court enters an Order approving the Settlement and Judgment thereon, unless there is an appeal. If there is an appeal, the Effective Date will be the date on which (a) all such appeals have been dismissed; or (b) the appropriate Court of Appeals has entered a final judgment affirming the approval Order and Judgment, which (i) is no longer subject to any further appellate challenge, or (ii) has been affirmed by the California Supreme Court, whichever is earlier. If the Effective Date falls on a non-court day (i.e., a weekend or holiday), the Effective Date will be designated as the next court day. Settlement is expressly conditioned on and not effective until the Court’s approval of this Settlement, JAMS Arbitration Dismissal, and Class Action Dismissal.
8. **“Gross Settlement Amount”** is the non-reversionary sum of Eight Hundred Twenty-Five Thousand Dollars and Zero Cents (\$825,000.00), which represents the maximum total amount payable under this Settlement by Defendants, including,

without limitation, Individual Settlement Payments to all PAGA Group Members, payment to the LWDA, payment of Plaintiff's attorneys' fees and costs, payment of Plaintiff's incentive award, and payment to the Settlement Administrator for settlement administration costs.

9. **"Individual Settlement Payment"** means the amount to be paid to each PAGA Group Member based on the formula described herein.
10. **"JAMS Arbitration"** means the pending arbitration before JAMS titled *Franco v. CareMore Health Plan, Inc., et al.*, JAMS Ref. No.: 5220000078, including any demand or amended demand filed in this arbitration.
11. **"JAMS Arbitration Dismissal"** means the dismissal of the JAMS Arbitration, including dismissal of all of Plaintiff's individual claims with prejudice and stipulation that Plaintiff has waived any and all class and collective claims.
12. **"LWDA"** means the California Labor and Workforce Development Agency.
13. **"Net Settlement Amount"** is the amount remaining to distribute to the LWDA and PAGA Group Members after the following amounts (subject to Court approval) are subtracted from the Gross Settlement Amount: (a) Plaintiff's attorneys' fees up to Thirty-Three percent (33.33%) of the Gross Settlement Amount, or Two Hundred Seventy-Four Thousand Nine Hundred Seventy-Two Dollars and Fifty Cents (\$274,972.50); (b) Plaintiff's reasonable verified litigation costs up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00); (c) representative incentive award of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to Plaintiff; and (d) reasonable third-party settlement administration costs estimated at Eight Thousand Dollars and Zero Cents (\$8,000.00).
14. **"PAGA"** means the California Labor Code Private Attorneys General Act, California Labor Code section 2698, *et seq.*
15. **"PAGA Group Members"** means all non-exempt California employees who worked for CareMore Health Plan at any time from April 14, 2019 through the date of Approval of the Settlement, or April 12, 2022, whichever is earlier.
16. **"PAGA Letters"** means Plaintiff's correspondence to the LWDA dated April 14, 2020, Case No. LWDA-CM-783270-20 alleging California Labor Code and IWC Wage Order violations against CareMore Health Plan, Inc., Sachin Jain, Karen Schulte, and Michael Plumb; and Plaintiff's correspondence to the LWDA dated August 5, 2020, Case No. LWDA-CM-801639-20 alleging California Labor Code and IWC Wage Order violations against Anthem, Inc., The Anthem Companies, Inc., Anthem Companies of California, WellPoint, Inc., The WellPoint Companies, CareMore Health System, Inc., CareMore Health Group, Inc., and CareMore Health Plan; and any amendments thereto, including the Amended PAGA Letter.
17. **"PAGA Released Claims"** mean any and all demands, rights, liabilities, claims, and/or causes of action under the PAGA including but not limited to any claims alleged by Plaintiff in the PAGA Action and PAGA Letters or that could have been

alleged based on the facts or underlying claims in the PAGA Action, PAGA Letters, Class Action, and JAMS Arbitration during the Settlement Period, including all claims that are based on or related to: the purported payment or nonpayment of compensation (including, but not limited to, wages, minimum wage, rate of pay, straight time, overtime, and/or premium pay); failure to pay meal or rest period premiums or penalties; failure to pay for all hours worked; failure to timely pay all wages earned, including final wages; failure to provide compliant meal and rest periods; failure to reimburse business expenses; failure to provide timely and compliant wage statements; improper recordkeeping; violations of California Labor Code sections 200-204, 210, 218, 218.5, 218.6, 221-223, 226, 226(a), 226(e), 226.3, 226.7, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 2802, 2810.5, 2699, 2699.3, and any applicable IWC Wage Orders.

18. **“Parties”** means Plaintiff and Defendants.
19. **“Plaintiff”** means Sonia Franco.
20. **“Plaintiff’s Counsel”** means Ronald W. Makarem, Esq. and Cameron A. Stewart, Esq. of Makarem & Associates, APLC.
21. **“Released Parties”** means Defendants, Sachin H. Jain, Karen Schulte, Michael Plumb, WellPoint Health Networks, Inc., WellPoint, Inc., The WellPoint Companies, Inc., The WellPoint Companies of California, Inc., CareMore Health Group, Inc., and each of their past and present parent companies, sister companies, subsidiaries, divisions, related or affiliated companies or entities, shareholders, affiliates, owners, partners, members, clients, lessors, lessees, contractors, joint employers, joint venturers, investors, affiliated partnerships, trustees, administrators, representatives, officers, directors, current and former employees, agents, attorneys, insurers, predecessors, successors and assigns, as well as any other individual or entity that could be liable for any of the PAGA Released Claims, and Defense Counsel and all other affiliated entities.
22. **“Settlement Administrator”** means CPT Group, Inc..
23. **“Settlement Period”** means the time period from April 14, 2019 through the date of Approval of the Settlement, or April 12, 2022, whichever is earlier.

II. RECITALS

1. On April 14, 2020, Plaintiff provided written notice of her intent to file a claim for civil penalties under PAGA to the LWDA against CareMore Health Plan, Inc.”), Sachin Jain, Karen Schulte, and Michael Plumb. On August 5, 2020, Plaintiff provided written notice of her intent to file a claim for civil penalties under PAGA to the LWDA against Anthem, Inc., The Anthem Companies, Inc., Anthem Companies of California, WellPoint, Inc., The WellPoint Companies, CareMore Health Systems, Inc., CareMore Health Group, Inc., and CareMore Health Plan.

2. On August 7, 2020, Plaintiff filed the PAGA Action against CareMore Health Plan, Inc. asserting a single cause of action for civil penalties under PAGA. On November 24, 2020,

Plaintiff filed the First Amended Complaint in the PAGA Action, naming CareMore Health Plan, Inc., Anthem, Inc., The Anthem Companies, Inc., Anthem Companies of California, CareMore Health System, Inc., and CareMore Health Plan as defendants in the Action.

3. On June 24, 2020, Plaintiff filed the Class Action against CareMore Health Plan, Inc. and Sachin H. Jain asserting causes of action for: (1) failure to pay overtime wages; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to furnish accurate wage statements; (5) failure to pay all wages earned; (6) failure to maintain required records; (7) failure to pay earned wages upon termination; (8) failure to indemnify to necessary business expenses; and (9) unfair competition in violation of Business & Professions Code section 17200. On August 10, 2020, Plaintiff filed a first amended complaint naming CareMore Health Plan, Inc., Anthem, Inc., The Anthem Companies, Inc., Anthem Companies of California, WellPoint, Inc., The WellPoint Companies, CareMore Health Systems, Inc., CareMore Health Group, Inc., and Sachin H. Jain as defendants in the Class Action.

4. On January 20, 2021, Defendants filed a motion to compel arbitration in the Class Action, and on October 15, 2021, the court ordered Plaintiff's individual claims to arbitration using JAMS and dismissed the class claims. On November 16, 2021, Plaintiff submitted a demand for the JAMS Arbitration asserting the same causes of action and naming the same defendants as the first amended complaint in the Class Action.

5. In response to Plaintiff's Counsel's informal discovery requests made pursuant to mediation, Defendants provided Plaintiff's Counsel with information and documents pertaining to Plaintiff and other PAGA Group Members in order for Plaintiff's Counsel to investigate Plaintiff's allegations and value the PAGA claim. This was in addition to the formal discovery which was also conducted, including the exchange of formal written discovery requests, responses thereto, and document productions, as well as multiple meet and confer sessions regarding the same.

6. On August 2, 2021, the Parties participated in a full-day mediation with Steven J. Serratore, Esq. The Parties were unable to reach an informal resolution at the August 2, 2021 mediation. However, with the assistance of Mr. Serratore in the following months, the Parties were able to eventually agree to resolve the claims fully and finally.

III. OPERATIVE TERMS OF SETTLEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement shall be construed to be an admission by Defendants of any liability or wrongdoing as to Plaintiff, PAGA Group Members, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not evidence of liability, and may not be cited or admitted as such.

2. **Gross Settlement Amount.** Defendants shall pay Eight Hundred Twenty-Five Dollars and Zero Cents (\$825,000.00) as the maximum non-reversionary Gross Settlement Amount. The Gross Settlement Amount shall be used to satisfy all of Defendants' liabilities arising from the Settlement, including (a) the payment of PAGA penalties, 75% of which shall be paid to the LWDA and 25% of which shall be distributed to the PAGA Group Members in the form of

Individual Settlement Payments, (b) the Settlement Administrator's costs, (c) Plaintiff's attorneys' fees and costs, and (d) the incentive award for Plaintiff. Defendants will not pay more than the Gross Settlement Amount. No later than twenty (20) calendar days after the Effective Date in the PAGA Action, the JAMS Arbitration Dismissal, and/or Class Action Dismissal, whichever date is latest, Defendants shall deposit the Gross Settlement Amount with the Settlement Administrator.

3. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to be distributed to the LWDA and PAGA Group Members:

a. **Plaintiff's Attorneys' Fees and Costs.** Defendants will not oppose Plaintiff's request for attorneys' fees in the amount of up to and not to exceed Thirty-Three percent (33.33%) of the Gross Settlement Amount, or Two Hundred Seventy-Four Thousand Nine Hundred Seventy-Two Dollars and Fifty Cents (\$274,972.50) and actual costs incurred in prosecuting this Action, up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report these payments on IRS Form 1099 issued to Plaintiff's Counsel.

b. **Plaintiff's Incentive Award.** Defendants will not oppose Plaintiff's request for an incentive award in the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) for her service to the State of California and the PAGA Group Members, the risk she undertook by attaching her name to the PAGA Action, and the general release of all claims, including but not limited to, a release of the underlying Labor Code claims being provided by Plaintiff, including claims alleged in the PAGA Action, PAGA Letters, Class Action and JAMS Arbitration. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report this payment on IRS Form 1099 issued to Plaintiff.

c. **Administration Costs.** Defendants will not oppose the Settlement Administrator's costs estimated to be in the amount of Eight Thousand Dollars and Zero Cents (\$8,000.00) for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report this payment on IRS Form 1099 issued to the Settlement Administrator.

4. **Allocation of Net Settlement Amount.** The Net Settlement Amount shall be distributed 75% to the LWDA and 25% to the PAGA Group Members, pursuant to Labor Code section 2699(i). The 25% portion to be paid to PAGA Group Members shall be paid to all PAGA Group Members.

Individual Settlement Payments to PAGA Group Members shall be calculated and distributed based on their proportionate number of pay periods worked or dates of employment during the Settlement Period, by multiplying the 25% portion of the Net Settlement Amount allocated to Individual Settlement Payments by a fraction, the numerator of which is each respective PAGA Group Member's pay periods worked during the Settlement Period, and the denominator of which is the total number of pay periods worked by all PAGA Group Members during the Settlement Period.

5. **PAGA Released Claims.** Plaintiff agrees that upon the Effective Date and full funding of the Gross Settlement Amount (whichever is later), Plaintiff, on behalf of the State of California, shall be deemed to have forever released, acquitted, and discharged the PAGA Released Claims against the Released Parties. The Parties agree that there shall be no right for any PAGA Group Member to opt out or otherwise exclude himself or herself from the release of PAGA Released Claims. The Parties intend and agree that the entry of the Order approving the Settlement and Judgment entered thereon shall have *res judicata* and preclusive effect to the fullest extent allowed by law.

Prior to seeking approval of this Settlement from the court, Plaintiff's Counsel shall amend the Complaint ("Amended PAGA Complaint"), attached as Exhibit 1, and submit an amended PAGA Letter to the LWDA ("Amended PAGA Letter"), attached as Exhibit 2, to the extent necessary to effectuate the release of all PAGA Released Claims identified in this Settlement.

Upon the Effective Date, this Agreement shall be effective to adjudicate and release the claims and/or rights of the LWDA to recover civil penalties against the Released Parties for the PAGA Released Claims (*i.e.*, the Judgment on this Settlement will have *res judicata* and preclusive effect as to those claims of the LWDA, whether pursued directly by the LWDA or by a representative pursuant to the PAGA).

6. **Dismissal of Class Action and JAMS Arbitration.** Plaintiff agrees to dismiss with prejudice the JAMS Arbitration, including dismissal of her individual claims with prejudice and stipulation that she has waived any and all class and collective claims. Plaintiff shall dismiss the JAMS Arbitration with prejudice and enter into such stipulation at the same time Plaintiff files her motion for approval of the Settlement.

Plaintiff further agrees that within thirty (30) days after the date when the Court enters an Order approving the Settlement and Judgment thereon in the PAGA Action, Plaintiff will notify the Court in the Class Action of the dismissal of the JAMS Arbitration with prejudice and take all steps to dismiss the Class Action, including dismissal of her individual claims with prejudice and stipulation that she waived any and all class and collective claims.

Settlement is expressly conditioned on the Court's approval of this Settlement, JAMS Arbitration Dismissal, and Class Action Dismissal. If the Court in the PAGA Action does not approve this settlement or the JAMS Arbitration and/or Class Action are not dismissed, the Parties shall meet and confer to make reasonable efforts to address any issues raised either by this Court, JAMS, and/or the court in the Class Action in order to obtain the approval of this Settlement and the dismissals of both the JAMS Arbitration and Class Action, except that Defendants shall not be required under any circumstance to increase or pay more than the Gross Settlement Amount in the PAGA Action. If the Parties cannot obtain judicial approval of this Settlement and the dismissals of both the JAMS Arbitration and Class Action, then the Parties shall be restored to the litigation positions as of January 11, 2022, and this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used in the PAGA Action or any other legal proceeding. In such circumstance, the Settlement Administration Costs reasonably incurred by the Settlement Administrator, if any, shall be paid equally by Plaintiff, on the one hand, and Defendants on the other hand.

7. **General Release by Plaintiff.** In light of the incentive award described above for Plaintiff, Plaintiff agrees to release, in addition to the PAGA Released Claims, all claims, losses, demands, rights, liabilities, penalties, damages, causes of action and other legal responsibilities, of any form whatsoever against the Released Parties, whether based on federal, state, local, statutory or common law, or any other law, rule, regulation, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, that could have been asserted in any forum by Plaintiff or her heirs, successors and/or assigns, whether directly or indirectly, representatively, derivatively or in any other capacity, including, but not limited to, any and all known or unknown claims, which in any way relate to Plaintiff's employment with Defendants, to the fullest extent permitted by law. Plaintiff acknowledges that the general release of claims will deprive her of standing to pursue any claim as an aggrieved employee under the California Private Attorneys General Act or as a class or collective representative in any class or collective action against the Released Parties from all claims and damages, known and unknown, including those which exist or can arise out her employment by Defendants to the fullest extent permitted by law. Plaintiff further understands that this release includes unknown claims and that she is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party

Notwithstanding the above nor anything else in this Agreement, this waiver and release by Plaintiff does not apply to: (i) those rights as a matter of law that cannot be waived, including, but not limited to, workers' compensation claims; (ii) rights or claims arising out of this Agreement after the date this Agreement is executed by Plaintiff; and (iii) rights or claims arising out of this Agreement. The Agreement in no way affects the entitlement and/or benefits to be received by Plaintiff in workers' compensation pursuant to the jurisdiction of workers' compensation. Plaintiff also agrees to release any and all individual, class and collective claims and certifies that she lacks standing to bring class and collective claims against Released Parties. Plaintiff also covenants not to pursue, initiate or participate in any action or proceeding, individually or as a member of a class or collective action, against Released Parties.

8. **Covenants and Representations by Plaintiff.**

a. Plaintiff represents and warrants that she has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement.

b. Plaintiff acknowledges that she has read this Agreement, that she fully understands her rights, privileges and duties under the Agreement, and that she enters into this Agreement freely and voluntarily. Plaintiff further acknowledges that she had the opportunity to consult with her attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

9. **Confidentiality.** Except as provided below, to the extent necessary to effectuate the Settlement or as required by court or legal process, Plaintiff and her counsel warrant that prior to the filing of the motion for approval of this Settlement by the Court they will not disclose,

disseminate and/or publicize, cause or permit to be disclosed, disseminated or publicized, any of the terms of this Settlement directly or indirectly, specifically or generally, to any person, corporation, association, governmental agency, or other entity except: (1) to their attorneys, accountants, or spouses, all of whom will also be instructed to keep this Settlement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to an order of a court of competent jurisdiction or a subpoena issued under the authority thereof; or (4) in response to an inquiry or subpoena issued by a state or federal governmental agency. It is understood and agreed that notice of receipt by Plaintiff of any such judicial or agency order, inquiry or subpoena shall immediately be communicated by the recipient to counsel for Defendants telephonically, and then confirmed immediately thereafter in writing, so that Defendants will have an opportunity to intervene to assert what rights it may have to non-disclosure prior to responses to said order, inquiry or subpoena. Plaintiff specifically warrants that she will not directly or indirectly initiate any conversation or other communication with any person regarding this Settlement, or the matters giving rise to this Settlement prior to the filing of the motion for approval of this Settlement by the Court. If asked about this Settlement or the matters giving rise to this Settlement, Plaintiff shall respond by stating only that “the matter was resolved,” or words to that effect.

10. **Notice of Settlement to Court and LWDA.** To permit judicial review and approval of the Settlement, as required by Labor Code section 2698, *et seq.*, Plaintiff’s Counsel will file the Settlement with the Court. Plaintiff shall seek approval of the Settlement from the Court by filing a motion pursuant to Labor Code § 2699(1)(2). Plaintiff shall serve a copy of this Settlement and Plaintiff’s motion for approval of the Settlement on the LWDA as to both PAGA Letters (Case No. LWDA-CM-783270-20 and Case No. LWDA-CM-801639-20) at the same time as they are submitted to the Court, as required by Labor Code section 2699(1)(2). Plaintiff’s Counsel shall move for Plaintiff’s Counsel’s Fees at the same time that Plaintiff’s Counsel seeks approval of this Settlement. The Parties agree that the Court’s approval of Plaintiff’s Counsel’s fees is not a material condition of the Settlement and should be considered by the Court separate and apart from the fairness, reasonableness, and adequacy of the Settlement on behalf of all Aggrieved Employees.

11. **Publicity.** Neither side shall publicize the Settlement, including but not limited to communications through any social media, unless so ordered by the Court.

12. **Judgment.** As part of the motion to approve the Settlement, Plaintiff shall submit a proposed order and judgment which enters judgment in the PAGA Action in accordance with the terms of the Settlement and which retains jurisdiction of the Court over the PAGA Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement. Should the Court require any revisions, amendments and/or changes necessary to enforce and/or approve the Settlement, the Parties and their counsel will cooperate with each other and use their best efforts to make the necessary changes to affect the implementation of the Settlement. If they are unable to reach agreement on the form or content of any document needed to implement the Settlement and/or the judgment, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Steven Serratore, Esq. to resolve such disagreement. The Parties agree to reasonably cooperate in preparing any other filings required by the Court for the approval of this Settlement.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties agree to use CPT Group, Inc. to handle the administration of this Settlement.

2. **Provision of Information for PAGA Group Members.** Within ten (10) calendar days after the Effective Date, Defendants shall provide the Settlement Administrator with information for PAGA Group Members. Specifically, Defendants will, in good faith, compile from its records a list of PAGA Group Members that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each PAGA Group Member's full name, last known mailing address, last known telephone number, number of pay periods or dates of employment during the Settlement Period, and Social Security numbers. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

Within five (5) calendar days of receiving the PAGA Group Members' information from Defendants, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the Individual Settlement Payments to each PAGA Group Member and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel for the Parties of the calculations before mailing Individual Settlement Payments.

3. **Individual Settlement Payments.** Upon receipt of the information for PAGA Group Members, the Settlement Administrator will perform a search on the National Change of Address database to update the PAGA Group Members' addresses, as applicable.

Within twenty (20) calendar days after the Gross Settlement Amount is deposited, the Settlement Administrator shall mail the Individual Settlement Payments to all PAGA Group Members via First-Class U.S. Mail.

The Parties agree that there is no statutory right for any PAGA Group Member to opt out or otherwise exclude himself or herself from the Settlement.

Each Individual Settlement Payment shall be deemed penalties and reported on an IRS Form 1099.

Checks will remain negotiable for one hundred eighty (180) days from the date they are mailed by the Settlement Administrator. Any check that is not negotiated within one hundred eighty (180) days of mailing to a PAGA Group Member shall be transferred to the Controller of the State of California per California's Unclaimed Property Law to be held in the name of the PAGA Group Member, and shall be deemed unpaid residuals pursuant to California Code of Civil Procedure Section 384(a). The Parties agree to avoid any potential interest obligation under California Civil Procedure sections 382-384, *et seq.*

4. **Undeliverable Individual Settlement Payments.** Any Individual Settlement Payments returned to the Settlement Administrator as non-delivered shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Individual Settlement Payment. If an updated mailing address is identified, the Settlement Administrator shall resend the Individual Settlement Payment to the PAGA Group Member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement

Administrator as the current mailing address shall be presumed to be the best mailing address for each PAGA Group Member.

Defendants fully discharge its obligations to those PAGA Group Members to whom Defendants will pay an Individual Settlement Payment through the Settlement Administrator's initial mailing of a check, regardless of whether such checks are actually received and/or negotiated by PAGA Group Members.

5. **Payment of Remainder.** Within twenty (20) calendar days after the Gross Settlement Amount is deposited, the Settlement Administrator will mail the following payments: (1) the 75% share of the Net Settlement Fund to the LWDA; (2) Court-approved attorneys' fees and costs to Plaintiff's Counsel; (3) Court-approved incentive payment to Plaintiff; and (4) Court-approved administration costs to the Settlement Administrator.

6. **Accounting.** The Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement as soon as practicable after the check cashing deadline described in Section IV.3.

7. **Tax Consequences.** Individual Settlement Payments made under this Settlement will be attributed 100% as penalties and paid via IRS Form 1099 issued to each PAGA Group Member. The PAGA Group Members shall be responsible for paying all applicable state, local and federal income taxes on amounts received pursuant to this Settlement and they shall not seek indemnification from Defendants in this regard. Neither Plaintiff nor Defendants, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement.

V. MISCELLANEOUS PROVISIONS

1. **Successors.** This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

2. **Governing Law.** This Settlement shall be construed under and governed by the laws of the State of California, without regard to choice of law principles. All questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it shall be brought in the State of California, County of Los Angeles.

3. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement has been made to them and acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA Action. This Settlement cannot be amended or modified except by a writing signed by the Parties hereto.

4. **Nullification of Settlement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

5. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction per California Code of Civil Procedure section 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement; (ii) settlement administration matters; and (iii) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement.

6. **Authorization to Enter into Settlement.** Counsel for the Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If they are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Steven Serratore, Esq. to resolve such disagreement.

7. **Execution and Counterparts.** This Settlement is subject only to the execution of the Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument.

8. **Acknowledgement that the Settlement Is Fair and Reasonable.** The Parties believe this Settlement is a fair, adequate and reasonable settlement of the PAGA Action, and have arrived at this Settlement after arm's length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

9. **Invalidity of Any Provision.** Before declaring any provision of this Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement valid and enforceable.

10. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement, to the extent necessary to permit the enforceability or validation of the term or provision.

11. **Waiver.** No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

12. **Enforcement Action.** In the event that one or more of the Parties to the PAGA Action institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the

successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

13. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

14. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

15. **Cooperation and Execution of Necessary Documents.** The Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to seek the Court's approval of this Settlement are timely filed. Plaintiff agrees to provide Defendants with a draft of their approval motion and supporting documents five (5) court days prior to filing for Defendants' review.

16. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS THEREOF, the Parties to this Settlement each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

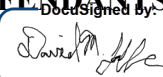
SONIA FRANCO

Date: April 14, 2022

By: 
Sonia Franco

DEFENDANTS

Date: April _____, 2022
4/14/2022

By: 
EFAEB90A9714437...

Name: David M. Jaffe

Title: VP & Legal Counsel - Human Resources
On behalf of Defendants

APPROVED AS TO FORM AND CONTENT:

MAKAREM & ASSOCIATES, APLC

Date: April 15, 2022

By: *Ron Makarem*
Ronald W. Makarem, Esq.
Cameron A. Stewart, Esq.
Attorneys for Sonia Franco

**CONSTANGY, BROOKS, SMITH &
PROPHETE, LLP**

Date: April , 2022
4/14/2022

DocuSigned by:
Barbara Antonucci
B96B4778A22D480
Barbara I. Antonucci, Esq.
Lisa Yumi Mitchell, Esq.
Oscar E. Peralta, Esq.
Attorneys for Defendants
CareMore Health Plan, CareMore Health
System, Anthem, Inc., The Anthem
Companies of California, Inc., and The
Anthem Companies, Inc. `

EXHIBIT 1

MAKAREM & ASSOCIATES APLC
 Ronald W. Makarem, Esq. (SB#180442)
 Cameron A. Stewart, Esq. (SB#140300)
 11601 Wilshire Boulevard, Suite 2440
 Los Angeles, California 90025-1760
 Phone: (310) 312-0299; Fax: (310) 312-0296

Attorneys for Plaintiff SONIA FRANCO,
 on behalf of all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

SONIA FRANCO, individually, and on behalf of all
 all other aggrieved employees,

Plaintiff,

vs.

CAREMORE HEALTH PLAN, INC., ANTHEM
 INC., THE ANTHEM COMPANIES, INC.,
 ANTHEM COMPANIES OF CALIFORNIA,
 CAREMORE HEALTH SYSTEMS, INC.,
 CAREMORE HEALTH PLAN, and DOES 1
 through 20, inclusive.

Defendants.

Case No.: 20STCV30072

**SECOND-AMENDED PAGA
 REPRESENTATIVE ACTION
 COMPLAINT PURSUANT TO THE
 PRIVATE ATTORNEYS GENERAL
 ACT (LABOR CODE §§2698 *et seq*)**

[DEMAND FOR JURY TRIAL]

Complaint Filed: August 7, 2020
 FAC Filed: November 24, 2020
 Trial Date: September 26, 2022

COMES NOW Plaintiff SONIA FRANCO ("Plaintiff"), on behalf of the general public
 and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as
 private attorney general, and asserts claims against Defendants CAREMORE HEALTH PLAN,
 INC., ANTHEM INC., THE ANTHEM COMPANIES, INC., ANTHEM COMPANIES OF
 CALIFORNIA, CAREMORE HEALTH SYSTEMS, INC., and CAREMORE HEALTH PLAN,
 and Does 1-20, inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendants’: (a) failure to accurately pay overtime wages; (b) failure to pay minimum wages; (c) failure to provide compliant meal periods and failure to pay an additional hour’s of pay in lieu of providing a compliant meal period; (d) failure to authorize and permit compliant rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay in lieu of providing a compliant rest period; (e) failure to pay all wages earned for the pay period corresponding to the payday; (f) failing to pay all wages earned and owed upon separation from Defendant’s employ; (f) failing to provide accurate itemized wage statements; (h) knowingly and intentionally failing to maintain accurate and complete records; and (i) failure to reimburse for business related expenses. As a result, Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant either has sufficient minimum contacts in Los County California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair play and substantial justice.

1 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of Civil
2 Procedure section 395. Defendants, and each of them, including Does 1 through 20, are operating
3 and doing business in, California – Los Angeles County, and each Defendant is within the
4 jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a
5 direct effect on Plaintiff and all other aggrieved employees within the State of California and within
6 Los Angeles County and elsewhere in California.

7 6. On information and belief, Defendants have conducted business within the State of
8 California during the purported liability period and continue to conduct business in the State of
9 California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the similarly
10 situated non-exempt aggrieved employees within Los Angeles County and the State of California.

11 7. The California Superior Court also has jurisdiction in this matter because on
12 information and belief there are no federal questions at issue, as the issues herein are based solely
13 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
14 California Code of Civil Procedure, the California Civil Code, and the California Business and
15 Professions Code.

16 8. On information and belief, during the statutory liability period and continuing to the
17 present ("liability period"), Defendants consistently maintained and enforced against Defendants'
18 Non-Exempt Employees ("Aggrieved Employees"), among others, the following unlawful practices
19 and policies, in violation of California state wage and hour laws (a) failure to accurately pay overtime
20 wages; (b) failure to pay minimum wages; (c) failure to provide compliant meal periods and failure
21 to pay an additional hour's of pay in lieu of providing a compliant meal period; (d) failure to authorize
22 and permit compliant rest breaks for every four hours or major fraction thereof worked and failure to
23 pay an additional hour's of pay in lieu of providing a compliant rest period; (e) failure to pay all
24 wages earned for the pay period corresponding to the payday; (f) failing to pay all wages earned,
25 and per pay period; (g) failure to pay all wages owed upon separation from Defendants' employ; (h)
26 failing to provide accurate itemized wage statements; (i) knowingly or intentionally failing to
27 maintain accurate and complete records; and (j) failure to reimburse for business related expenses.
28

1 9. On information and belief, during the statutory liability period and continuing to the
2 present, Defendants have had a consistent policy of failing to provide its Non-Exempt Employees
3 within the State of California, including Plaintiff unfettered, uninterrupted, duty free rest breaks of
4 at least (10) minutes per four (4) hours worked or major fraction thereof and failing to pay such
5 employees one (1) hour of pay at the employees regular rate of compensation for each workday that
6 the rest was untimely, interrupted and/or not provided, as required by California state wage and hour
7 laws.

8 10. On information and belief, during the statutory liability period and continuing to the
9 present, Defendants have had a consistent policy of failing to accurately pay overtime for hours
10 worked in excess of forty hours in a workweek or more than 8 hours in a workday.

11 11. On information and belief, during the statutory liability period and continuing to the
12 present, Defendants have had a consistent policy of failing to pay minimum wages and overtime
13 wages for hours worked while subject to the control of Defendants and per pay period.

14 12. On information and belief, during the statutory liability period and continuing to the
15 present, Defendants have had a consistent policy of requiring its Non-Exempt Employees within the
16 State of California, including Plaintiff, to work at least five (5) and or ten (10) hours without a meal
17 period and failing to pay such employees one (1) hour of pay at the employees regular rate of
18 compensation for each workday that the meal period was untimely, interrupted and/or not provided,
19 as required by California state wage and hour laws.

20 13. On information and belief, as a result of these unlawful acts, Defendants failed to pay
21 the required meal and rest period premiums on days such Non-Exempt Employees worked 3.5
22 hours, six hours, or more than ten hours in a work shift.

23 14. On information and belief, during the statutory liability period and continuing to the
24 present, Defendants have had a consistent policy of failing to timely pay wages upon separation,
25 and paying all wages earned for the pay period corresponding to the payday.

26 15. On information and belief, during the statutory liability period and continuing to the
27 present, Defendants have had a consistent policy of failing to provide accurate itemized wage
28 statements.

17. On information and belief, during the statutory liability period and continuing to the present, Defendants have had a consistent policy of knowingly and intentionally failing to maintain accurate and complete records.

18. Plaintiff on behalf of the general public as private attorney general and all other aggrieved employees brings this action pursuant to Labor Code 2698, et. seq. for violations enumerated under 2699.5 as follows: sections 201-203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, and 2802 seeking penalties, interest, attorneys' fees and costs.

A. Plaintiff

19. Plaintiff, SONIA FRANCO, was at all times relevant to this action, a resident of Los Angeles County, California. Plaintiff was employed by Defendants for approximately five (5) years as a Non-Exempt Employee working as a medical assistant until her separation from Defendants' employ in approximately January 2020.

20. As Defendants' employee, Plaintiff, and all other aggrieved employees were regularly required to and subsequently suffered:

- (a) work in excess of eight (8) hours per day, and/or forty (40) hours per week; all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders (“IWC”);
- (b) perform work subject to the control of the employer without being compensated at least minimum wages, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order (“IWC”);
- (c) work without being permitted or authorized a compliant minimum ten-minute rest period for every four hours or major fraction thereof worked and not compensated one (1) hour of pay at her regular rate of

1 compensation for each workday that a compliant rest period was not
 2 provided, all in violation of California labor laws, regulations, and the
 3 Industrial Welfare Commission Wage Orders ("IWC");

4 (d) work in excess of five hours per day without being provided compliant meal
 5 periods and not compensated one (1) hour of pay at the regular rate of
 6 compensation for each workday that a compliant meal period was not
 7 provided, all in violation of California labor laws, regulations, and the
 8 Industrial Welfare Commission Wage Orders ("IWC");

9 (e) not paid all wages upon separation from Defendant's employment ("IWC");

10 (f) not reimbursed for business expenses; and

11 (g) not provided accurate itemized wage statements.

12 21. Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the
 13 general public as private attorney general and all other aggrieved employees.

14 **B. Defendants**

15 22. Defendant CareMore Health Plan Inc. is a healthcare provider in Los Angeles
 16 County, California with multiple locations including 3513 E. First Street, Los Angeles, California
 17 90063 where Plaintiff was assigned. Plaintiff estimates there are in excess of 200 aggrieved
 18 employees who work or have worked for Defendant over the last year.

19 23. On information and belief, Defendant Anthem Inc., is a California corporation and/or
 20 authorized to conduct business in California. At all relevant times alleged herein, Defendant Anthem
 21 Inc. was doing business in California including Los Angeles County. Based on information and belief,
 22 Anthem Inc., is a health benefits company and through its numerous affiliated health plans, provides
 23 health care and other related services.

24 24. On information and belief, Defendant The Anthem Companies, Inc., is a California
 25 corporation and/or authorized to conduct business in California. At all relevant times alleged herein,
 26 Defendant The Anthem Companies, Inc., was doing business in California including Los Angeles
 27 County. Based on information and belief, The Anthem Companies, Inc., delivers products and
 28 health care services to its members through individual and/or group plans.

1 25. On information and belief, Defendant the Anthem Companies of California, is a
2 California corporation and/or authorized to conduct business in California. At all relevant times
3 alleged herein, Defendant the Anthem Companies of California, was doing business in California
4 including Los Angeles County. Based on information and belief, the Anthem Companies of
5 California provides benefits and health care services to its members through individual and/or group
6 plans.

7 26. On information and belief, Defendant CareMore Health Systems, Inc., is a subsidiary
8 of Anthem Inc., and a California corporation doing business in California. CareMore Health
9 Systems, Inc. is an integrated health plan and care delivery provider which provides health plan
10 solutions to people over the age 65. Plaintiff is informed and believes that Defendant CareMore
11 Health Systems, Inc. operates various locations throughout California and employs numerous non-
12 exempt employees at each of these locations.

13 27. On information and belief, Defendant CareMore Health Plan is a subsidiary of Anthem
14 Inc., and a California corporation doing business in California. CareMore Health Plan is an
15 integrated health plan and care delivery provider which provides health plan solutions to its
16 members. Plaintiff is informed and believes that Defendant, CareMore Health Plan operates various
17 locations throughout California and employs numerous non-exempt employees at each of these
18 locations.

19 28. Other than identified herein, Plaintiff is unaware of the true names, capacities,
20 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
21 DOES 1 through 20, but is informed and believes and thereon alleges that said defendants are
22 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
23 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
24 are ascertained.

25 29. Plaintiff is informed and believes and thereon alleges that each Defendant, directly
26 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
27 Representative Group, and exercised control over their wages, hours, and working conditions.
28 Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects

1 pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan
2 or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to
3 the other defendants.

4 **IV. GENERAL ALLEGATIONS**

5 30. Plaintiff is informed and believes, and based thereon alleges that Defendants employ
6 or employed Non-Exempt Employees in California, including in Los Angeles County, during the
7 liability period. Plaintiff and all other aggrieved employees were compensated based upon an hourly
8 rate and have at all times pertinent hereto been non-exempt within the meaning of the California Labor
9 Code and the implementing rules and regulations of the IWC California Wage Orders.

10 31. On information and belief, and during the relevant time frame, all aggrieved
11 employees are residents of California and citizens of the United States.

12 32. On information and belief, and during the relevant time frame, Defendants
13 implemented a uniform set of policies and practices to all aggrieved employees throughout
14 California, including in Los Angeles County, as all aggrieved employees engaged in the job duties
15 of servicing high-risk Medicare and Medicaid patients.

16 33. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
17 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work week.

18 34. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
19 Employees typically worked three to ten days per week with shifts that were 7.5 to 10 hours per day.

20 35. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not
21 compensated for all time worked as Defendants would regularly suffer and permit Plaintiff and
22 Aggrieved Employees to work off the clock including overtime, but Plaintiff and Aggrieved
23 Employees were not compensated for hours worked off the clock. For example, Defendants did not
24 compensate Plaintiff and Aggrieved Employees for time spent working before or after their shift(s)
25 began and/or ended. This policy resulted in Plaintiff and Aggrieved Employees being subjected to
26 Defendants' unlawful policy of not compensating Plaintiff and Aggrieved Employees for all hours
27 worked including overtime while under the control of Defendants. Defendants' unlawful off the
28

1 clock policy over time resulted in a large and disproportionate underpayment of wages including
2 overtime wages to Plaintiff and Aggrieved Employees.

3 36. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were
4 caused to endure unprovided, untimely, or interrupted meal periods of less than at least thirty (30)
5 minutes for many of the work days such employees worked more than six hours (6) hours, were not
6 provided uninterrupted second meal periods of at least thirty (30) minutes for any work days such
7 employees worked more than ten (10) hours, and were not paid one (1) hour of wages by Defendants
8 in lieu thereof, all in violation of the California Labor Code.

9 37. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were
10 regularly required to work in excess of six (6) hours per day without Defendants providing them a
11 timely, uninterrupted (30) minute meal period as mandated under the California Labor Code and the
12 implementing rules and regulations of the IWC California Wage Orders as Plaintiffs and Aggrieved
13 Employees were required to take shortened meal periods or not at all because Lakeview Center was
14 too busy and/or no one was scheduled to cover for them to take a timely, uninterrupted (30) minute
15 meal period. Accordingly, Plaintiff and Aggrieved Employees were not provided lawful meal periods
16 and were not provided with one hour of wages in lieu thereof under Defendants' policies and practices,
17 which included work schedules placed upon the Aggrieved Employees from Defendants' management
18 and supervisors to perform work at the expense of their meal periods and Defendants' implementation
19 of a shift schedule and workload requirements that denied Aggrieved Employees all of their authorized
20 meal periods, including second meal periods on shifts when they worked over ten (10) hours in a day.
21 Plaintiff and the Aggrieved Employees did not waive any of their authorized and required meal periods,
22 nor did they receive one hour of regular pay for each day Defendants failed to provide a lawful meal
23 period.

24 38. Plaintiff is informed and believes that during the liability period, Plaintiff and
25 Aggrieved Employees were consistently required to work in excess of four (4) hours (or major fraction
26 thereof) without receiving lawful ten (10) minute rest periods. On information and belief, Defendants'
27 management would push Plaintiffs and Aggrieved Employees to stay at their work stations based on
28 the volume of customers, and as a result would often have to take their breaks late

1 or be forced to skip their breaks. The Aggrieved Employees were also not provided with one hour
2 wages in lieu thereof. Defendants' policies and practices included Defendants' implementation of a
3 work schedule and workload requirements that denied and failed to provide the Aggrieved
4 Employees all of their authorized rest periods, including first rest periods of at least ten (10) minutes
5 for every shift worked of at least three and a half (3 1/2) to four (4) hours, a first and second rest
6 period of at least ten (10) minutes for every shift worked greater than six (6) hours, and a third rest
7 period of at least ten (10) minutes for every shift worked in excess of ten (10) hours.

8 39. Defendants did not fully compensate Plaintiff and the Aggrieved Employees for
9 hourly wages during the liability period, including by virtue of the fact that Defendants did not
10 compensate Plaintiff and Aggrieved Employees with one extra hour of pay for Defendants' failure
11 to provide such Non-Exempt Employees with each of their authorized rest periods and meal periods
12 during the rest and meal period liability period.

13 40. On information and belief, Defendants also failed to accurately pay overtime wages
14 owed to Plaintiff and Aggrieved Employees by failing to compensate them for off the clock work
15 and hours worked over eight hours in a workday or over 40 hours in the workweek at one and one-
16 half times the Aggrieved Employees regular rate of pay. Defendants also failed to include all forms
17 of compensation in the regular rate of pay, including but not limited to incentive compensation, non-
18 discretionary bonuses and shift differentials.

19 41. Upon information and belief, Defendants failed to provide accurate itemized wage
20 statements to Plaintiff and Aggrieved Employees as the wage statements provided failed to list all
21 of the items required in Labor Code section 226 including, but not limited to: gross wages earned;
22 total hours worked (not required for salaried exempt employees); the number of piece-rate units
23 earned and any applicable piece rate if the employee is paid on a piece rate basis; all deductions (all
24 deductions made on written orders of the employee may be aggregated and shown as one item); net
25 wages earned; the inclusive dates of the period for which the employee is paid; the name of the
26 employee and the last four digits of his or her social security number or an employee identification
27 number other than a social security number; the name and address of the legal entity that is the
28 employer, and if the employer is a farm labor contractor, the name and address of the legal entity

1 that secured the services of the employer; and all applicable hourly rates in effect during the pay
2 period, and the corresponding number of hours worked at each hourly rate by the employee.

3 42. Further, Defendants, among other things, to accurately account for all hours worked,
4 and failed to pay all wages earned in the corresponding payday. Further, Defendants failed to
5 provide accurate wage statements as Defendants' wage statements do not identify premium pay as
6 required by Labor Code § 226.

7 43. Upon information and belief, Defendants failed to reimburse and/or indemnify
8 Plaintiff and Aggrieved Employees for all necessary expenditures incurred; and

9 44. Upon information and belief, Defendants failed to keep accurate records pursuant to
10 Labor Code § 1174.5.

11 45. Upon information and belief, Defendants knew and or should have known that it is
12 improper to implement policies and commit unlawful acts such as:

- 13 (a) requiring employees to work over eight (8) hours in a day and forty (40)
14 hours in a work week without being provided the required overtime pay;
- 15 (b) requiring employees to perform work subject to the control of the Defendant
16 without being compensated at least minimum wages;
- 17 (c) requiring employees to work four (4) hours or a major fraction thereof
18 without being provided a minimum ten (10) minute rest period and
19 without compensating the employees with one (1) hour of pay at the
20 employees' regular rate of compensation for each workday that a rest
21 period was not provided;
- 22 (d) requiring employees to work in excess of five (5) hours or ten (10) hours per
23 day without being provided an uninterrupted thirty- minute meal period
24 and/or a second meal period, and without compensating employees with one
25 (1) hour of pay at the regular rate of compensation for each workday that
26 such a meal period was not provided;
- 27 (e) failing to pay all wages earned upon separation from Defendant's
28 employ; and;

1 (f) failing to provide accurate itemized wage statements.

2 45. In addition to the violations above, and on information and belief, Defendants knew
3 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
4 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
5 knowingly, recklessly, and/or intentionally failed to do so.

6 **V. REPRESENTATIVE CLAIMS**

7 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

8 46. Plaintiff incorporates by reference and re-alleges each and every allegation contained
9 above, as though fully set forth herein.

10 47. On or about April 14, 2020 and August 5, 2020, Plaintiff complied with notice
11 requirements pursuant to Labor Code section 2699.3. A copy of Plaintiff's submissions to the Labor
12 Workforce Development Agency ("LWDA") and letter to Defendants indicating that they were put
13 on notice of the claims alleged herein and that the notice requirement has been satisfied. Sixty-five
14 days have passed and the LWDA has not indicated intent to investigate the claims. Therefore,
15 Plaintiff may proceed with this action in a representative capacity. The substance and violations set
16 forth in this Complaint of which the LWDA was provided timely notice, Plaintiff has also sent a
17 copy of this PAGA Representative Action Complaint to the LWDA. An amended letter was sent to
18 the LWDA and Defendants on or about April 15, 2022.

19 48. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
20 Plaintiff brings this cause of action on behalf the general public and all non-exempt aggrieved
21 employees, acting on behalf of the California Attorney General as private attorney general.

22 49. Pursuant to Labor Code section 2699(a) Plaintiff seeks to recover civil penalties due
23 and owing for which Defendants are liable due to numerous Labor Code violations as set forth in
24 this Complaint, including without limitation Labor Code section 201-203, 204, 226, 266.3, 226.7,
25 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 2802, and 2698 *et seq.*, applicable IWC
26 Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

27 50. At all times relevant, Plaintiff and all other aggrieved employees regularly
28 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and

1 rest break requirements of the applicable IWC wage order and the Labor Code.

2 51. Defendants violated Labor Code section 510, 558, and 1194 by failing to accurately
3 pay overtime wages as discussed above due to Defendants' unlawful off the clock policy and failure
4 to pay all hours worked in excess of eight hours in a day and/or 40 hours in a workweek. Therefore,
5 Defendants violated section 510, 558 and 1194 by not compensating its Non- Exempt Employees
6 for work performed in excess of eight hours (8) in a day or forty hours in a work week (40). Section
7 510 of the Labor Code codifies the right to overtime compensation at the rate of one and one-half
8 times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40)
9 hours in a work week and to overtime compensation twice the regular rate of pay for hours worked
10 in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of
11 work in a particular work week.

12 52. Defendants also violated Labor Codes sections 200, 1194, and 1197 for failing to pay
13 minimum wages as described above. Labor Code §1197 provides that employees are to be paid
14 minimum wage for each hour worked, and cannot be averaged the minimum and the payment of a
15 lesser wage than the established is unlawful.

16 53. Defendants violated Labor Code sections 512 and 226.7 for failing to provide timely,
17 uninterrupted meal periods and requiring unlawful on duty meal periods, or compensation in lieu
18 thereof. Pursuant to Labor Code section 512, no employer shall employ an employee for a work
19 period of more than five (5) hours without providing a meal break of not less than thirty (30) minutes
20 in which the employee is relieved of all of his or her duties. An employer may not employ an
21 employee for a work period of more than ten (10) hours per day without providing the employee
22 with a second meal period of not less than thirty (30) minutes, except that if the total hours worked
23 is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the
24 employer and the employee only if the first meal period was not waived.

25 54. Defendants failed to provide Plaintiff and all other aggrieved employees
26 uninterrupted duty free first meal periods of not less than thirty (30) minutes. Defendants
27 implemented and enforced policies of on duty meal period practices which required employees to
28 work during their meal periods, to forego their meal periods, and/or to return to work from meal

1 periods prior to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned
2 violations, Plaintiff and all other Aggrieved Employees have been damaged in an amount according
3 to proof at time of trial.

4 55. Plaintiff, and on information and belief, all aggrieved employees, were systematically
5 not permitted or authorized to take one ten-minute rest period for every four hours worked or major
6 fraction thereof, which is a violation of the Labor Code and IWC wage order 4-2001, section 12. On
7 shifts where Plaintiff worked in excess of three and half hours they were routinely not permitted and
8 authorized to take lawful rest periods. Plaintiff and on information and belief, aggrieved employees,
9 were not compensated with one hour of wages for every day in which a rest period was missed,
10 untimely or cut short as a result of Defendants' policies, practices, or work demands. By failing to
11 authorize and permit a ten-minute rest period for every four hours or major fraction thereof worked per
12 day, and by failing to provide compensation for such unprovided rest periods as alleged above,
13 Defendants willfully violated the provisions of Labor Code sections 226.7, 512 and the applicable IWC
14 Wage Order.

15 56. Plaintiff, and on information and belief, all aggrieved employees, were required to
16 purchase certain clothing items consistent with adherence to Defendants' "uniform policy" and/or other
17 business expenses such as cell phone and Internet for which they were not reimbursed. By failure to
18 reimburse and/or indemnify as alleged above, Defendants willfully violated the provisions of Labor
19 Code section 2802.

20 57. On information and belief, Defendants failed to provide accurate itemized wage
21 statements pursuant to Labor Code section 226 which failed to include, all hours worked, including off
22 the clock, overtime and the accurate overtime rate, and the lawful meal and rest period premiums
23 earned, which are due and owing to Plaintiffs and the aggrieved employees. As a result, Plaintiff and
24 Aggrieved Employees were harmed as they are unable to determine if they were appropriately
25 compensated for all hours worked and within the corresponding pay period pursuant to Labor Code
26 section 204.

27 58. Defendants failed to provide compliant wage statements because they did not reflect all
28 of the items required by Labor Code section 226, including but not limited to the name and address of

1 the legal entity that is the employer and hours worked at regular and overtime pay nor and the meal and
2 rest period premiums that were owed to Plaintiff and Aggrieved Employees.

3 59. On information and belief, Defendants failed to maintain accurate records as required
4 by Labor Code section 1174.5.

5 60. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved employees are
6 entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours worked.

7 61. Plaintiff and the Representative Aggrieved Employees are entitled to recover Penalties
8 and attorneys' fees and costs under Labor Code section 2698, et. seq.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 11 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 12 2. For reasonable attorneys' fees and costs; and
- 13 3. For such other and further relief as the Court deems proper.

14 **DEMAND FOR JURY TRIAL**

15 Plaintiff and Aggrieved Employees request a jury trial in this matter.

16

17

18 Dated: _____, 2022

MAKAREM & ASSOCIATES, APLC

21 By: _____

Ronald W. Makarem
Cameron A. Stewart
Attorneys for Plaintiff, individually and
on behalf of all other aggrieved
employees

EXHIBIT 2



MAKAREM
& ASSOCIATES
Attorneys At Law

Ronald W. Makarem
 Jean-Paul Le Clercq
 Cameron A. Stewart
 Samuel Almon
 Susan Huerta
 Jared Walder

stewart@law-rm.com

April , 2022

FILED ONLINE WITH THE LWDA

Department of Industrial Relations
 Accounting Unit
 455 Golden Gate Avenue, 10th Floor
 San Francisco, CA 94102

Re: *Sonia Franco v. Anthem Inc., The Anthem Companies, Inc., et al.*
 Notice of Labor Code Violations Pursuant to Labor Code section 2699.3(a)(1)
 Case Nos. LWDA-CM-783270-20 & LWDA-CM-801639-20

Dear PAGA Administrator:

This amended letter shall constitute the required written notification under Labor Code section 2699.3(a)(1) of Labor Code violations alleged against *Anthem Inc., The Anthem Companies, Inc., Anthem Companies of California, WellPoint, Inc., The WellPoint Companies, CareMore Health Systems, Inc., CareMore Health Group, Inc.,* and *CareMore Health Plan* (collectively, “Employer”). Our client, **Sonia Franco, and other similarly situated aggrieved employees** (together, “Claimant”), worked as non-exempt employees for Employer in California. Claimant hereby issues this Notice to both the LWDA and Employer in compliance with the notice requirements of Labor Code section 2699.3(a)(1).

Claimant hereby gives Notice of the following specific provisions of the Labor Code that have been violated and the facts and theories to support the alleged violations:

Violation	Facts and Theories
Labor Code sections 204 & 1194	Labor Code section 204 provides that covered employees are entitled to receive all wages earned for the pay period corresponding to the payday. Here, Employer regularly failed to pay Claimant all wages earned for labor performed each pay period. Employer failed to record and maintain accurate records of hours worked for pay periods, as a result, Claimant was not compensated for labor performed on a daily basis. Employer also failed to provide the requisite one hour of pay at the regular rate of compensation for missed meal and rest periods. Accordingly, Employer violated the above code sections.

11601 Wilshire Bl. Ste. 2440 - Los Angeles, CA 90025
 Office: 310.312.0299 - Fax: 310.312.0296
www.makaremlaw.com

Labor Code section 1194	Labor Code section 1194 provides that any employee receiving less than the legal minimum wage is entitled to recover the unpaid balance at the minimum wage rate for all hours worked. Here, Employer failed to compensate Claimant at the minimum wage for all hours worked, including but not limited to any and all off-the-clock time spent under the control of the employer whether pre-shift, post-shift or during meal and rest periods.
Labor Code sections 510 & 1194	Labor Code section 510 provides that covered employees are entitled to overtime wages payable at the rate of at least one and one-half times their regular rate of pay for all overtime hours worked and at the rate of at least twice the regular rate of pay for all double-time hours worked. The Labor Code also provides that employees are entitled to overtime wages for hours worked on the seventh consecutive day of work in a workweek and double-time pay for hours worked in excess of twelve hours on the seventh consecutive day of work in a workweek. Here, Employer regularly failed to pay Claimant all wages earned for overtime labor performed each pay period. Specifically, Claimant performed work in excess of 8 hours a day in a given workday, for which she was not compensated with a rate of at least one and one-half times the regular rate of pay by Employer. Employer failed to include all forms of compensation in the regular rate of pay including but not limited to incentive compensation, non-discretionary bonuses and shift differentials. Accordingly, Employer violated the above code sections.
Labor Code sections 226.7 & 512	Labor Code sections 226.7 and 512 provide that no employer shall employ any person for a work period of more than five (5) hours without an uninterrupted duty-free meal period of not less than 30 minutes. Under these provisions, a first meal period is required no later than the end of an employee's fifth hour of work, and a second meal period no later than the end of an employee's 10th hour of work. If an employer fails to provide an employee meal periods in accordance with this law, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided. Here, Claimant worked at least 8 hours in one workday and often more than 10 hours in one workday, but did not receive compliant and timely thirty-minute meal periods. Employer failed to relieve Claimant of her work duties to permit Claimant to take uninterrupted duty-free meal periods and failed to provide the requisite one hour of pay at the regular rate of compensation for each meal period violation. In addition, Claimant was required to attend meetings and work through her meal period at least twice per month, and Employer failed to provide the requisite one hour of pay at the regular rate of compensation for each meal period violation. Accordingly, Employer violated the above code sections.

Labor Code section 226.7 & 512	Labor Code section 226.7 provides that employers shall authorize and permit employees to take uninterrupted rest periods of (10) minutes net rest time per four (4) hours of work, or major fraction thereof. This means that an employer must provide 10 minutes net rest time for each four- hour period worked by employees. If an employer fails to provide an employee rest periods in accordance with this law, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. Here, Employer routinely failed to authorize and permit Claimant to take uninterrupted ten (10) minute rest periods for each four (4) hours she worked. Nor did Employer provide the requisite one hour of pay at the regular rate of compensation on these occasions. Accordingly, Claimant is entitled to one (1) hour of pay at the Claimant's regular rate of compensation for each non-compliant rest period.
Labor Code section 2802(a)	Labor Code section 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. Here, Employer failed to indemnify Claimant for expenses, including but not limited to, expenses for clothing, phones and Internet necessary to complete her job duties, in violation of Labor Code section 2802.
Labor Code section 226	Labor Code section 226 provides that an employer shall semimonthly, or at the time of each payment, furnish each employee with an itemized statement showing: • Gross wages earned; • Total hours worked (not required for salaried exempt employees); • The number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece rate basis; • All deductions (all deductions made on written orders of the employee may be aggregated and shown as one item); • Net wages earned; • The inclusive dates of the period for which the employee is paid; • The name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; • The name and address of the legal entity that is the employer, and if the employer is a farm labor contractor, the name and

	address of the legal entity that secured the services of the employer; and • All applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate by the employee. Here, Employer failed to provide compliant wage statements because they did not reflect all of the items above, including but not limited to the name and address of the legal entity that is the employer and hours worked at regular and overtime pay and the meal and rest period premiums that were owed to Claimant.
Labor Code section 226 & 1174	Labor Code section 1174 provides that employers shall keep payroll records showing the hours worked and wages paid to each employee. These records are to be kept in accordance with rules established by the commission, but must be kept on file for a minimum of three (3) years. Here, Employer knowingly and intentionally failed to maintain records, including but not limited to all hours worked by Claimant, overtime, meal and rest periods, and accurate itemized wages statements that contain all of the items required by Labor Code section 226, including but not limited to those listed above. Employer failed to verify actual hours worked by Claimant and as a result, Claimant's payroll hours and wages were often incomplete. Accordingly, Employer violated the above code sections.
Labor Code sections 201, 202, and 203	Labor Code section 201 states that if an employer discharges an employee, earned but unpaid wages at the time of discharge are due and payable immediately. Similarly, Labor Code section 202 provides "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Under section 203, if an employer willfully fails to pay in accordance with sections 201 or 202, any wages of an employee who is discharged or quits shall continue as a penalty. Here, as a result of the unpaid wages, overtime, meal break, and rest period violations, Employer failed to pay all earned and overtime wages, and wages for missed meal and rest periods to employees who quit or were discharged, in violation of sections 201 and 202. Nor has Employer paid any of the continuation wages or waiting time penalties under section 203.

Page 5

Please notify us within the required time period whether or not the Labor and Workforce Development Agency intends to investigate these alleged violations. If notice is not received within 60 calendar days of the postmark date of this letter, we will proceed with a civil action for penalties pursuant to Labor Code section 2699 for Labor Code violations, including without limitation, Labor Code section 201-203, 204, 226, 266.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 2802, and 2698 *et seq.*, applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq.* This civil action will be pursued on behalf of Claimant and similarly situated employees. Please send the Notice to our office located at 11601 Wilshire Blvd., Suite 2440, Los Angeles, California 90025.

Thank you for your attention to this matter.

Respectfully,

MAKAREM & ASSOCIATES, APLC

By: 
Cameron A. Stewart

Cc via Certified Mail:

CareMore Health Systems, Inc.
CareMore Health Group, Inc.
CareMore Health Plan
12900 Park Plaza Drive, Suite 150
Cerritos, CA 90703

Anthem Inc.
The Anthem Companies, Inc.
Anthem Companies of California
WellPoint, Inc.
The WellPoint Companies
220 Virginia Ave.
Indianapolis, IN 46204

EXHIBIT B

EXHIBIT C

MAKAREM & ASSOCIATES

A Professional Law Corporation
11601 Wilshire Boulevard • Suite 2440 • Los Angeles, California 90025-1760
Telephone (310) 312-0299 • Fax (310) 312-0296
www.makaremlaw.com

Invoice Date 6/7/2022

Invoice # 15322

Invoice submitted to:

Sonia Franco

In Reference CareMore Health Plan Class Action
To:

Class Representative: Sonia Franco

Matter No. 1774.001

Professional services rendered through June 07, 2022

Professional Services

			Hours	Amount
4/10/2020	CS	Case for assessment and status.	0.20	150.00
4/14/2020	CS	Review file including intake form, paystubs in preparation for drafting Private Attorneys General Act Notice.	0.40	300.00
	CS	Conduct online research regarding Defendant including Secretary of State in preparation for drafting Private Attorneys General Act Notice.	0.70	525.00
	CS	Draft Private Attorneys General Act Notice and letter to employer.	0.80	600.00
4/15/2020	RWM	Review email, file and Private Attorneys General Act notice.	1.50	1,215.00
	CS	Draft 226 letter.	0.40	300.00
	CS	Submit Notice of Private Attorneys General Act claim online.	0.40	300.00
4/21/2020	CS	Calculate filing deadlines and calendar.	0.30	225.00
5/6/2020	CS	Review letter from process server regarding non-service of Employer.	0.10	75.00
5/13/2020	CS	Draft follow-up 226 letter.	0.40	300.00
5/19/2020	CS	Drafting class action complaint.	1.90	1,425.00
6/4/2020	CS	Telephone conference with witness Chris Flores.	0.40	300.00
6/11/2020	CS	Review client questionnaire and summary of facts for demand letter.	0.30	225.00
6/12/2020	CS	Begin drafting class action/Private Attorneys General Act action.	2.30	1,725.00
6/16/2020	CS	Conduct online background search regarding Defendant business type, number of locations, employees for class action complaint.	0.30	225.00
	CS	Revise complaint to delete LC 2699 allegations.	0.30	225.00
	CS	Telephone conference with Ron Makarem to discuss strategy for filing separate PAGA action.	0.30	225.00
	CS	Review and analysis of client documents regarding potential wage and hour violations for drafting class action complaint.	0.50	375.00

In Reference CareMore Health Plan Class Action
To:

Class Representative: Sonia Franco

Professional services rendered through June 07, 2022

			Hours	Amount
6/16/2020	CS	Review previous lawsuits filed against CareMore.	1.10	825.00
	CS	Finalize draft class action complaint.	2.30	1,725.00
6/18/2020	RWM	Review revised complaint. Email to CS regarding same.	1.00	810.00
6/19/2020	CS	Review points and authorities regarding trial of equitable (PAGA) claims before class claims.	0.40	300.00
6/22/2020	CS	Exchange emails with Jack Ryan on information to include on Civil Case Cover Sheet.	0.10	75.00
6/23/2020	CS	Telephone conference with Monica Reyes Santiago regarding arbitration agreement.	0.30	225.00
	CS	Review multiple iterations of Defendant's arbitration agreement and motion to compel arbitration.	0.60	450.00
7/6/2020	CS	Review case assignment regarding 170.6.	0.10	75.00
	CS	Draft follow-up 226 letter to employer.	0.30	225.00
	RWM	Review Complaint and conformed copy.	1.00	810.00
	CS	Review CareMore arbitration agreement for class action waiver language and determine strategy for amending complaint and filing new PAGA notice; draft email to Ron Makarem.	1.10	825.00
7/7/2020	CS	Review Ron Makarem email regarding filing new PAGA claim and First Amended Complaint to add other defendants.	0.10	75.00
7/31/2020	CS	Review file and draft Private Attorneys General Act complaint. Draft new Private Attorneys General Act notice to add Anthem as Defendant.	3.70	2,775.00
8/5/2020	CS	Draft Private Attorneys General Act notice regarding Respondent Anthem, et al.	0.50	375.00
	CS	Review file including pleadings and draft email to Ronald Makarem regarding further handling including amended class complaint, filing new Private Attorneys General Act ("PAGA") claim against Anthem, etc.	0.60	450.00
8/6/2020	CS	Draft notice of filing of Private Attorneys General Act (PAGA) claim to Respondents.	0.40	300.00
	CS	Background research regarding service of Private Attorneys General Act (PAGA) notice on new respondents for service of PAGA claim.	0.50	375.00
	CS	Draft and upload Private Attorneys General Act Notice to Labor & Workforce Development Agency.	0.60	450.00
	CS	Draft Private Attorneys General Act Complaint.	2.20	1,650.00
8/7/2020	CS	Draft first-amended complaint including new factual allegations relating to additional named defendants.	1.20	900.00
8/17/2020	CS	Review conformed copies of summons and Private Attorneys General Act lawsuit.	0.10	75.00
	CS	Conduct background research on judge assigned to Private Attorneys General Act case, (Holly Fujie).	0.60	450.00
8/24/2020	CS	Research information regarding agents for service of process for service of summons and complaint, prepare multiple emails regarding service of Class and Private Attorney Generals Act lawsuits	1.10	825.00
9/22/2020	CS	Draft initial case management conference statement.	1.10	825.00
10/1/2020	CS	Review Proof of Service of summons and complaint on defendant Sachin H. Jain.	0.10	75.00
	CS	Review Proof of Service of summons and complaint on defendant Care More Health Group, Inc.	0.10	75.00
10/6/2020	CS	Review letter from CT Corporation regarding service of individual defendant Saichin Jain.	0.10	75.00

In Reference To: CareMore Health Plan Class Action

Class Representative: Sonia Franco

Professional services rendered through June 07, 2022

			Hours	Amount
10/6/2020	CS	Review pleadings, Proof of Service, court docket research whether individual defendant Sainchin Jain was actually served.	0.40	300.00
10/9/2020	CS	Review email from opposing counsel regarding conference call.	0.10	75.00
10/12/2020	CS	Draft First Amended Complaint .	1.10	825.00
	CS	Exchange emails with opposing counsel regarding Case Management Conference conference call.	0.10	75.00
10/13/2020	CS	Prepare Case Management Conference statement.	0.60	450.00
	CS	Review class and Private Attorney General's Act (PAGA) files, multiple emails, etc., to determine whether PAGA notices went out to all respondents.	1.10	825.00
10/15/2020	CS	Telephonic conference with opposing counsel regarding status of pleading, consolidation of class/PAGA cases; and dismissal of unnecessary defendants.	0.60	450.00
10/19/2020	CS	Telephonic conference with client to update her on case including upcoming hearings, discovery and potential resolution.	0.50	375.00
10/28/2020	CS	Review email from opposing counsel and stipulation to dismiss individual defendant.	0.10	75.00
11/12/2020	CS	Draft email to opposing counsel regarding relationship among named defendants and acceptance of service via Notice of Acknowledgement and Receipt.	0.10	75.00
11/18/2020	CS	Exchange emails with opposing counsel and review stipulation to dismiss individual defendant.	0.20	150.00
11/20/2020	CS	Exchange emails with Opposing counsel regarding dismissal of additional defendants and existence of arbitration agreement.	0.10	75.00
	CS	Draft revised joint initial case management conference statement and email to Opposing counsel.	0.60	450.00
	CS	Review stipulation to dismiss individual defendant and make revisions to stipulation.	0.20	150.00
11/23/2020	CS	Review revised joint stipulation, declaration and order regarding dismissal of individual defendant.	0.20	150.00
	CS	Telephone conference with Opposing counsel regarding joint initial case management conference statement in preparation for upcoming Case Management Conference.	0.90	675.00
	CS	Review and made edits to First Amended Complaint before filing.	0.90	675.00
11/24/2020	CS	Finalize stipulation and declaration regarding dismissal of individual defendant.	0.10	75.00
	CS	Review Defendant's revisions to joint Case Management Conference statement and make further edits to plaintiff's statement.	0.20	150.00
	CS	Make edits to First Amended Complaint for filing.	0.20	150.00
	CS	Review defendant's two notice of related cases.	0.30	225.00
	CS	Review documents submitted by Defendant including Plaintiff's offer letter, employment application and arbitration agreement.	0.80	600.00
	RWM	Review joint stipulation. Review documents and arbitration agreement. emails to and from defense attorney.	1.50	1,215.00
	CS	Review current case law relating to bind arbitration agreements.	1.20	900.00
11/25/2020	CS	Attend initial case management conference.	0.50	375.00
11/30/2020	CS	Draft memo to file regarding a review and analysis of arbitration agreement and case law.	1.20	900.00
	CS	Draft email to opposing counsel regarding signed arbitration agreement	0.10	75.00

In Reference To: CareMore Health Plan Class Action

Class Representative: Sonia Franco

Professional services rendered through June 07, 2022

			Hours	Amount
12/1/2020	CS	Review conformed First Amended Complaint, original complaint, and Proof of service of original complaint and court docket regarding defendant's failure to file a responsive pleading.	0.30	225.00
	CS	Draft initial case management conference statement.	0.90	675.00
	CS	Draft email to opposing counsel regarding filing of First Amended Complaint, failure to respond to original complaint and request that defendant accept service via Notice of Acknowledgement of Receipt.	0.20	150.00
12/7/2020	CS	Review minute order from court regarding failure to file proof of service, Case Management Conference, and declaration regarding failure to file proofs.	0.20	150.00
12/8/2020	CS	Review court's minute order and prepare notice of continuance of Case Management Conference and Order to Show Cause.	0.20	150.00
12/16/2020	CS	Draft revised joint Case Management Conference statement; review new California law regarding enforcement of mandatory arbitration provisions.	1.10	825.00
	CS	Draft email to opposing counsel regarding failure to answer complaint against defendant CareMore Health Plan.	0.10	75.00
12/17/2020	CS	Review defendant's revisions to joint Case Management Conference and file with court.	0.30	225.00
12/21/2020	CS	Review joint initial Case Management Conference, pleadings, and arbitration agreement in preparation for upcoming Case Management Conference.	0.70	525.00
12/22/2020	CS	Initial Case Management Conference.	0.70	525.00
	CS	Review Armendariz v. Foundation Health Psychecare regarding the legality of CareMore Health Plan arbitration agreement.	0.70	525.00
12/28/2020	CS	Review courts rejection of initial Case Management Conference statement and draft email to staff about why it was rejected.	0.20	150.00
1/26/2021	CS	Review Defendant's Case Management Conference statement.	0.20	150.00
	CS	Prepare Plaintiff's Case Management Conference statement.	0.40	300.00
	CS	Analysis of Defendant's Motion to Compel arbitration.	1.10	825.00
1/28/2021	MS	Discovery.	2.00	900.00
2/1/2021	SA	Review email from court regarding jury demand; email Ron Makarem regarding same; review email from Cameron Stewart regarding same.	0.10	75.00
	CS	Draft points and authorities for opposing to defendant's Motion to Compel arbitration.	6.20	4,650.00
2/2/2021	CS	Exchange emails with opposing counsel regarding conference call to discuss cases.	0.10	75.00
	CS	Telephone conference with opposing counsel regarding mediation and staying of class and Private Attorney Generals Act (PAGA) actions pending completion.	0.60	450.00
	RWM	Review pleadings.conference with Cameron Stewart.Review emails regarding the same.	1.30	1,053.00
	CS	Conduct research regarding case law relating to arbitration agreements and procedural unconscionability for Opposition to Motion to Compel Arbitration.	1.60	1,200.00
	CS	Continue drafting opposition to defendant's motion to compel arbitration.	2.20	1,650.00
2/3/2021	CS	Exchange emails with clerk in Dept. 56 regarding jury trial.	0.10	75.00
	CS	Finalize draft of memorandum of points and authorities in opposition to Defendant's Motion to Compel Arbitration.	1.70	1,275.00
2/5/2021	CS	Exchange emails with opposing counsel regarding mediation.	0.10	75.00

In Reference To: CareMore Health Plan Class Action

Class Representative: Sonia Franco

Professional services rendered through June 07, 2022

			Hours	Amount
2/5/2021	CS	Telephone conference with opposing counsel regarding mediation and continuing stay of class claim and discovery in Private Attorneys General Act (PAGA).	0.20	150.00
	RWM	Review emails regarding pleading and informal agreements.	0.50	405.00
2/9/2021	CS	Draft email to opposing counsel in Private Attorney Generals Act (PAGA) case regarding status of case and Case Management Conference.	0.10	75.00
	CS	Exchange additional emails with opposing counsel regarding status of Class/PAGA claims including a stay.	0.20	150.00
	RWM	Review emails regarding informal discovery and stipulation with defense counsel.	0.70	567.00
2/10/2021	CS	Review email from opposing counsel regarding further discussions concerning informal exchange.	0.10	75.00
	CS	Attend Case Management Conference in PAGA case.	0.50	375.00
	RWM	Review emails and pleadings regarding Case Management Conference and meet and confer with opposing counsel regarding discovery.	1.00	810.00
2/12/2021	CS	Telephone conference with opposing counsel regarding informal exchange of information/mediation/Motion to Compel Arbitration, etc.	0.80	600.00
2/15/2021	CS	Exchange emails with opposing counsel in Private Attorney General Act (PAGA) case regarding informal document exchange.	0.20	150.00
2/18/2021	CS	Telephone conference with opposing counsel regarding requirements for informal mediation.	0.80	600.00
2/19/2021	CS	Exchange numerous emails with opposing counsel regarding mediation, information exchange of information, etc.	0.30	225.00
	CS	Draft Person Most Knowledgeable Notice of Deposition.	1.20	900.00
2/22/2021	CS	Draft email to opposing counsel confirming details regarding mediation, pending discovery, informal exchange, motion to compel arbitration, etc.	0.10	75.00
	CS	Draft emails regarding selection of mediation to Ron Makarem and Opposing Counsel.	0.10	75.00
	CS	Telephonic conference with Opposing Counsel regarding finalizing details of mediation, informal exchange, etc.	0.50	375.00
	RWM	Review emails, file and pleadings. Review motion to compel arbitration documents. Review Plaintiff's deposition of Defendant's Person Most Knowledgeable. Attorney conference with Cameron Stewart regarding same.	1.40	1,134.00
3/1/2021	CS	Exchange emails with Opposing Counsel regarding mediation.	0.10	75.00
	CS	Draft email to Opposing Counsel regarding mediation dates.	0.10	75.00
3/2/2021	CS	Exchange emails with mediator's assistant regarding mediation dates.	0.10	75.00
	CS	Exchange multiple emails with Opposing counsel regarding mediation.	0.20	150.00
	CS	Continue drafting Meet and confer letter regarding Defendant's discovery responses.	2.20	1,650.00
3/3/2021	RWM	Review emails regarding informal discovery, file, discovery. Review emails to and from Opposing Counsel.	1.50	1,215.00
	CS	Meet and Confer telephonic conference with Opposing Counsel regarding status of class/Private Attorney General Act (PAGA) action and exchange of information.	0.90	675.00
5/11/2021	CS	Telephone conference with client regarding status of case including upcoming mediation.	0.40	300.00
5/12/2021	CS	Exchange multiple emails with opposing counsel regarding Motion to Compel deadline and Defendant's amended discovery responses.	0.10	75.00

In Reference To: CareMore Health Plan Class Action

Class Representative: Sonia Franco

Professional services rendered through June 07, 2022

			Hours	Amount
5/20/2021	CS	Review email from opposing counsel regarding supplemental production date.	0.10	75.00
6/3/2021	CS	Exchange emails with opposing counsel regarding document production in preparation for mediation.	0.20	150.00
6/7/2021	CS	Draft email to opposing counsel regarding informal production of information prior to mediation.	0.10	75.00
	CS	Review email from opposing counsel regarding production of documents timeline.	0.10	75.00
6/28/2021	CS	Draft email to Bennett Berger regarding upcoming mediation and analysis of 17% sampling.	0.10	75.00
	CS	Review email from opposing counsel regarding data related to informal exchange including class size, workweeks, etc.	0.10	75.00
	CS	Review file and previous email exchanges with opposing counsel regarding status of information exchange of information in preparation for mediation and draft multiple emails to opposing counsel regarding production of additional written informal necessary for mediation.	0.40	300.00
6/29/2021	CS	Exchange emails with opposing counsel regarding conference call to discuss depositions and meal period agreements.	0.10	75.00
7/16/2021	RWM	Review case file in preparation for August mediation. Attorney conference with Cameron Stewart.	1.20	972.00
	CS	Exchange multiple emails with Bennett Berger and staff regarding damages data.	0.20	150.00
7/19/2021	CS	Draft email to Bennett Berger regarding new case law pertaining to meal breaks/regulate rate of pay.	0.20	150.00
	CS	Draft email to Bennett Berger regarding new CA case regarding meal/rest break premiums paid at regular rate and request for separate damages analysis for class claims and PAGA claim.	0.20	150.00
	CS	Review and analysis of documents produced by Defendant for drafting mediation brief including payroll/time card records, employee handbook, Plaintiff personnel file, etc.	2.20	1,650.00
	DB	Call with Cameron Stewart regarding case and assignments. Notes regarding the same.	0.20	150.00
7/26/2021	CS	Draft email to Bennett Berger regarding changes to damages model.	0.20	150.00
	CS	Review Bennett Berger's damages analysis for class and PAGA cases.	0.70	525.00
	CS	Review various documents produced by Defendant in preparation for drafting mediation brief; pleadings in class and PAGA action, intake information regarding Plaintiff; related PAGA case, etc.	2.10	1,575.00
7/27/2021	CS	Exchange multiple emails with Bennett Berger regarding revising PAGA damages analysis.	0.10	75.00
	CS	Telephone conference with Dan Bass regarding strategy relating to arbitration agreement.	0.60	450.00
	CS	Begin drafting mediation brief; research various issues regarding claims in related class and Plaintiff's case.	2.30	1,725.00
	RWM	Review email regarding mediation. Review pleadings and prepare for mediation.	2.00	1,620.00
7/28/2021	CS	Telephone conference with Dan Bass regarding San Pedro, Vigilant and Caremore matters.	0.20	150.00
	CS	Telephone conference with staff about pulling documents from court website regarding settlement date for mediation brief.	0.20	150.00
	CS	Exchange multiple emails with Bennett Berger regarding damages/penalties analysis.	0.30	225.00

In Reference CareMore Health Plan Class Action
To:

Class Representative: Sonia Franco

Professional services rendered through June 07, 2022

			Hours	Amount
7/28/2021	CS	Telephone conference with Sonia Franco to obtain more background information about her employment.	0.50	375.00
	CS	Multiple telephone conference with Dan Bass regarding multiple PAGA complaints, PAGA representative, relevant case law, damages, etc.	1.10	825.00
	CS	Review related case notice of settlement, Settlement Agreement, PAGA notice and related documents in preparation for mediation and finalizing brief.	2.10	1,575.00
	RWM	Prepare for mediation. Attorney conference with Cameron Stewart regarding mediation. Review file.	4.50	3,645.00
7/29/2021	CS	Exchange multiple emails with Dan Bass regarding upcoming mediation.	0.30	225.00
	CS	Review Bennett Berger's damages analysis.	0.70	525.00
	CS	Multiple telephone conferences with Bennett Berger regarding the differences in the three damages analysis.	2.10	1,575.00
	CS	Conduct research and review case law regarding standing of PAGA representative regarding settlement of similar related case.	2.50	1,875.00
	CS	Complete drafting mediation brief.	3.20	2,400.00
	RWM	Review emails in preparation for mediation. Review file and docs. Emails to and from Cameron Stewart regarding mediation.	1.40	1,134.00
7/30/2021	CS	Telephone call with Dan Bass and Bennett Berger regarding regular rate of pay analysis.	0.30	225.00
	CS	Further research regarding effect of related case and PAGA representative; res judicata effect.	2.10	1,575.00
	RWM	Review mediation brief. Prepare for mediation. Review documents.	3.50	2,835.00
8/2/2021	CS	Telephone conference with Bennett Berger regarding calculations for class size and regular rate of pay calculations.	0.30	225.00
	CS	Attend mediation.	8.50	6,375.00
	RWM	Review mediation brief. Attend zoom mediation with Steve Seratore.	9.40	7,614.00
	DB	Prepared for and attended mediation.	9.80	7,350.00
8/4/2021	RWM	Review emails regarding Case Management Conference hearing. Attorney conference with Cameron Stewart regarding case.	0.70	567.00
8/10/2021	CS	Draft special interrogatories.	2.40	1,800.00
8/13/2021	CS	Draft Request for Production of Documents.	2.50	1,875.00
8/18/2021	CS	Review client documents Labor and Workforce Development Agency letter, Defendant's informal discovery production, and complaint in preparation of drafting written discovery and Person Most Knowledgeable Person Most Qualified.	1.70	1,275.00
8/19/2021	CS	Prepare General Form Interrogatories (Set One).	0.30	225.00
	CS	Draft Person Most Qualified Notice of Deposition.	1.50	1,125.00
8/25/2021	CS	Review and exchange emails with opposing counsel regarding request for extension to respond to Plaintiff's written discovery.	0.20	150.00
8/26/2021	CS	Review Defendant's reply to Plaintiff's Opposition to Motion to Compel arbitration and conduct further document review to determine whether sur-reply should be filed.	1.40	1,050.00
9/2/2021	CS	Review email from opposing counsel regarding request for further extension and provide written response.	0.10	75.00
9/8/2021	CS	Post status of mediation and review court's response regarding Arbitration hearing.	0.10	75.00
	CS	Review defendant's response to Plaintiff's General Form Interrogatories.	0.20	150.00

In Reference CareMore Health Plan Class Action

To:

Class Representative: Sonia Franco

Professional services rendered through June 07, 2022

			Hours	Amount
9/8/2021	CS	Review of Defendant's responses to Plaintiff's Request for Production of Documents.	0.70	525.00
	CS	Review Defendant's response to Plaintiff's Special Interrogatories.	0.90	675.00
	CS	Prepare outline for issues to address in meet and confer letters regarding Defendant's response to Plaintiff's written discovery.	1.40	1,050.00
9/9/2021	CS	Review email from opposing counsel regarding verifications to Defendant's further discovery responses.	0.10	75.00
9/13/2021	RWM	Review discovery responses. Review file.	2.00	1,620.00
9/15/2021	CS	Prepare for upcoming hearing on motion to compel arbitration; review pleadings, various documents relating to arbitration agreement, review and analyze new case regarding interpretation of AB 51 and how it may effect court's decision in present case.	2.50	1,875.00
9/16/2021	CS	Draft and exchange emails on court's ruling and new case regarding mandatory arbitration as condition of employment.	0.20	150.00
	CS	Attend hearing on Defendant's motion to compel arbitration.	1.10	825.00
9/17/2021	RWM	Review emails to and from mediator. Attorney conference with Cameron Stewart regarding the same. Review file and ruling from court.	1.20	972.00
	CS	Exchange emails with Steve Serratore regarding court's ruling on motion to compel arbitration.	0.20	150.00
9/20/2021	CS	Review Defendant's written responses and objections to class discovery.	0.60	450.00
9/21/2021	CS	Exchange several emails opposing counsel regarding conference call to discuss discovery and related issues.	0.20	150.00
9/23/2021	CS	Draft email to Ron Makarem regarding telephone conference with opposing counsel regarding second mediation session, continuing trial date and discovery status.	0.20	150.00
	CS	Review defendant's responses to Plaintiff's Request for Documents (Set Two).	0.50	375.00
	CS	Review defendant's responses to Plaintiff's Special Interrogatories (Set Two).	0.50	375.00
	CS	Telephone conference meet and confer with opposing counsel regarding court's ruling on motion to compel arbitration, discovery, depositions, scheduling second mediation and continuing trial date.	1.10	825.00
	RWM	Review email to and from Cameron Stewart regarding discovery and mediation. Review file and emails to and from mediator. Review discovery status.	1.20	972.00
9/24/2021	RWM	Review emails and Attorney conference with Cameron Stewart regarding next step.	0.30	243.00
9/27/2021	CS	Draft email to opposing counsel regarding further settlement discussions, mediation company and continuing trial date.	0.10	75.00
	CS	Review and exchange internal emails regarding settlement negotiations.	0.20	150.00
	CS	Exchange multiple emails with opposing counsel regarding dates for defendant's Person Most Knowledgeable.	0.20	150.00
	CS	Review written discovery served by defendant (set one).	0.40	300.00
	DB	Case review and correspondence regarding settlement.	0.60	450.00
9/28/2021	CS	Review defendant's notice of deposition of Plaintiff.	0.10	75.00
	CS	Exchange emails with opposing counsel regarding Person Most Knowledgeable deposition dates.	0.20	150.00
	CS	Exchange emails with opposing counsel regarding trial continuance.	0.20	150.00

In Reference CareMore Health Plan Class Action
To:

Class Representative: Sonia Franco

Professional services rendered through June 07, 2022

			Hours	Amount
9/28/2021	CS	Review pre-mediation email exchanges between counsel regarding PAGA case and staying discovery for opposition to defendant's motion to continue trial.	0.40	300.00
	CS	Drafting Opposition to Defendant's Ex Parte to continue trial.	1.70	1,275.00
9/29/2021	RWM	Review emails to and from opposing counsel regarding ex parte. Review ex parte papers.	0.70	567.00
9/30/2021	CS	Review multiple emails from Steve Serratore/internal regarding settlement demand.	0.20	150.00
10/1/2021	CS	Draft email ruling on ex parte to continue trial date.	0.10	NO CHARGE
	CS	Review Defendant's notice of ruling regarding ex parte to continue trial, objections to Defendant's Person Most Knowledgeable; and letter regarding checking availability for Person Most Knowledgeable Deposition.	0.20	NO CHARGE
	CS	Attend hearing on Defendant's ex parte to continue trial.	0.70	NO CHARGE
10/14/2021	CS	Review Defendant's discovery.	0.40	300.00
	CS	Review class/PAGA folders for certified mail slips and emails to staff regarding certified mail documents to Defendant Employer.	0.50	375.00
	DB	Case review and internal correspondence.	0.30	NO CHARGE
10/15/2021	CS	Review court posting regarding Order granting Defendants motion to compel arbitration.	0.10	75.00
	CS	Draft and review staff emails regarding return receipt slips in case.	0.20	150.00
10/18/2021	DB	Case review and internal correspondence.	0.20	150.00
10/20/2021	CS	Draft Notice of Deposition of two Defendants' witnesses.	0.40	300.00
	CS	Draft Notice of Deposition of Person Most Knowledgeable and Request for Production of Documents.	1.60	1,200.00
	CS	Review Defendant's responses to Special Interrogatories/Form Interrogatories; outline their responses and prepare meet and confer letter.	2.20	1,650.00
10/21/2021	CS	Draft notice of motion and motion to compel further responses to Plaintiff's Special Interrogatories/Form Interrogatories.	2.60	1,950.00
10/22/2021	CS	Draft follow-up meet and confer email.	0.10	75.00
	CS	Telephone conference with JAMS regarding initiation of arbitration proceedings.	0.20	150.00
	CS	Exchange numerous emails with opposing counsel regarding meet and confer, scheduling Informal Discovery Conference, continuing defendant's motion to compel deadline.	0.50	375.00
	CS	Draft declaration requesting Informal Discovery Conference.	1.10	825.00
10/25/2021	CS	Exchange emails with opposing counsel regarding continuance of Plaintiff's motion to compel.	0.10	75.00
10/28/2021	CS	Review Defendant's objections to Person Most Knowledgeable and witness depositions.	0.10	75.00
10/29/2021	RWM	Review emails regarding meet and confer. Telephone conference with Cameron Stewart regarding same.	0.40	324.00
11/1/2021	CS	Telephone conference with Ron Makarem about Defendant's position on settlement.	0.10	75.00
	CS	Follow-up email to opposing counsel regarding further meet and confer efforts.	0.10	75.00
	CS	Prepare for meet and confer; review meet and confer letter and Defendant's responses.	0.50	375.00
	CS	Meet and Confer with opposing counsel regarding responses to Plaintiff's first set of discovery.	1.10	825.00

In Reference To: CareMore Health Plan Class Action

Class Representative: Sonia Franco

Professional services rendered through June 07, 2022

			Hours	Amount
11/1/2021	CS	Deposition preparation for Defendant's Person Most Knowledgeable, and two witnesses identified by Defendant in discovery responses.	5.20	3,900.00
11/2/2021	CS	Prepare objection to Plaintiff's deposition and email to opposing counsel regarding same.	0.30	225.00
	CS	Second meet and confer session regarding defendant's response to Plaintiff form/special interrogatories.	1.50	1,125.00
11/3/2021	CS	Third meet and confer session regarding Defendant's insufficient discovery responses.	1.10	825.00
	CS	File review regarding service of additional discovery, depositions, and responding to discovery served by Defendants.	1.10	825.00
11/4/2021	CS	Review Defendant's meet and confer letter regarding deposition of plaintiff and its agreement to amend some of its non-complaint discovery responses.	0.10	75.00
	CS	Telephone conference with JAMS case manager regarding filing demand for arbitration.	0.20	150.00
	CS	Telephone conference with clerk in Dept 56, review Los Angeles Superior Court local rules Dept 56 courtroom rules regarding Informal Discovery Conference and motions to compel.	0.50	375.00
	CS	Revise complaint for file with arbitration demand.	0.80	600.00
11/5/2021	CS	Draft follow-up meet and confer letter to opposing counsel regarding Defendant's discovery responses and depositions of Defendant witnesses and Plaintiff.	1.60	1,200.00
11/8/2021	CS	Draft third meet and confer letter to opposing counsel regarding Informal Discovery Conference concerning Defendant's deficient interrogatory responses.	0.20	150.00
11/11/2021	CS	Draft email to opposing counsel regarding extension to respond to Defendant's discovery requests.	0.10	75.00
11/12/2021	CS	Telephone conference with client regarding discovery responses.	0.60	450.00
	CS	Research LWDA/PAGA website regarding PAGA notices and documents in file for responding to discovery.	1.10	825.00
	CS	Draft response to Defendant's Special Interrogatories (set one).	1.80	1,350.00
	CS	Draft response to Defendant's Request for Production of Documents.	2.30	1,725.00
11/15/2021	CS	Review Plaintiff's meet and confer letter.	0.10	75.00
	CS	Finalize responses to Special Interrogatories / Request for Production of Documents and telephone conference with client regarding same.	0.50	375.00
11/16/2021	CS	Draft email to opposing counsel with documents inadvertently left out of Plaintiff's original document production.	0.10	75.00
	CS	Prepare form interrogatories to Defendant Anthem (set one).	0.50	375.00
	CS	Draft Special Interrogatories to Defendant Anthem (Set One).	1.80	1,350.00
	CS	Fill out JAMS Arbitration Demand Form, Amend First Amended Complaint and compile for filing with JAMS; multiple calls with JAMS regarding filing demand for arbitration.	2.10	1,575.00
	CS	Review original discovery served and draft second set of Request for Production of Documents.	2.60	1,950.00
	DB	Review of paystubs and client information, correspondence regarding the same.	0.30	225.00
11/19/2021	CS	Review email from Serratore regarding settlement.	0.10	75.00
	CS	Review and exchange emails with opposing counsel regarding Plaintiff and Defendant's Person Most Knowledgeable depositions.	0.30	225.00
11/23/2021	CS	Review case law regarding responding to requests for admissions and prepare written objections to Defendant's Request for Admissions (Set One).	2.10	1,575.00

In Reference CareMore Health Plan Class Action
To:

Class Representative: Sonia Franco

Professional services rendered through June 07, 2022

			<u>Hours</u>	<u>Amount</u>
11/24/2021	CS	Prepare response to Defendant's form interrogatories and Special Interrogatories.	0.70	525.00
11/29/2021	CS	Exchange emails with opposing counsel regarding Person Most Knowledgeable deposition and defendant's supplemental discovery.	0.30	225.00
12/3/2021	CS	Review Serratore email regarding progress in settlement negotiations with opposing counsel.	0.10	75.00
	CS	Review email exchanges with JAMS regarding nature of arbitration demand (employment vs. consumer) and request for extension to respond to demand.	0.20	150.00
	CS	Review file documents, emails and prepare response to defendant's Request for Production of Documents, Request for Admissions and Form Interrogatories.	3.40	2,550.00
	RWM	Review of emails, case file and Attorney conference with Cameron Stewart regarding discovery. Emails to and from mediator. Review discovery responses.	1.50	1,215.00
12/6/2021	CS	Exchange emails with opposing counsel regarding further extension to respond to defendants discovery (set two).	0.20	150.00
	CS	Prepare response to defendant's meet and confer letter regarding Plaintiff's responses to Defendant's first set of discovery.	0.20	150.00
	CS	Review opposing counsel's meet and confer letter regarding Plaintiff's responses to Defendant's first set of Special Interrogatories and Request for Production of Documents.	0.30	225.00
12/7/2021	CS	Exchange emails regarding extension of Request for Admissions and Special Interrogatories.	0.20	150.00
	CS	Draft meet and confer letter regarding depositions of witnesses Ms. Vile and Ms. Avestisyan.	0.40	300.00
	CS	Review various documents in CareMore PAGA/Class folders regarding certified mail tracking slips; exchange various emails with staff, and others regarding locating slips for discovery.	0.50	375.00
	CS	Prepare draft responses to Defendant's Request for Admissions, Special Interrogatories and Form Interrogatories.	1.50	1,125.00
12/8/2021	CS	Telephone conference with Court clerk regarding filing Informal Discovery Conference on judicial council form; draft email to staff regarding same.	0.20	150.00
	CS	Prepare drafting of informal discovery request outlining discovery issues with Defendant.	0.90	675.00
	RWM	Review emails regarding depositions and meet and confer. Review emails from mediator. Review file and discovery.	2.00	1,620.00
12/9/2021	CS	Further revised Informal Discovery Conference declaration with exhibits.	0.50	375.00
12/10/2021	RWM	Review emails to and from mediator. Review emails regarding discovery responses. Attorney conference with Cameron Stewart regarding case.	1.20	972.00
12/13/2021	CS	Review Defendant's meet and confer letter regarding Defendant's objections to witness depositions and proposed dates for Plaintiff's deposition.	0.20	150.00
	CS	Review and exchange emails with Ron Makarem and Steve Serratore regarding settlement.	0.20	150.00
12/14/2021	RWM	Review file, discovery, deposition schedule and documents. Emails to and from mediator.	1.00	810.00

In Reference CareMore Health Plan Class Action
To:

Class Representative: Sonia Franco

Professional services rendered through June 07, 2022

			<u>Hours</u>	<u>Amount</u>
12/14/2021	CS	Review case law regarding service of Labor & Workforce Development Agency, Notice to Employers, file and talk to staff regarding tracking slips to CareMore.	1.40	1,050.00
12/15/2021	RWM	Review mediator's proposal. Review draft discovery.	2.00	1,620.00
12/16/2021	RWM	Telephone conference with Cameron Stewart regarding case. Review emails to and from mediator. Review emails regarding discovery.	2.00	1,620.00
12/17/2021	CS	Meet and confer to go over defendant's deficient discovery responses.	1.10	825.00
12/20/2021	CS	Review various emails regarding extension of mediator's proposal.	0.20	150.00
	CS	Second meet and confer session regarding Plaintiff's responses to Defendant's discovery.	1.50	1,125.00
12/22/2021	RWM	Telephone conference with mediator. Telephone conference with Cameron Stewart regarding settlement proposal and discovery. Review emails regarding same.	1.20	972.00
12/23/2021	RWM	Review emails from mediator. Review emails regarding meet and confer on discovery.	1.40	1,134.00
12/27/2021	CS	Review email from opposing counsel to JAMS requesting further extension to respond to Demand for Arbitration.	0.10	75.00
1/7/2022	CS	Respond to email from Darcy English at JAMS regarding additional information regarding Plaintiff's claims.	0.20	150.00
	CS	Prepare Notice of continued Informal Discovery Conference Hearing.	0.20	150.00
1/11/2022	CS	Review emails from Steve Serratore and Ron Makarem regarding revised terms of mediator's proposal.	0.10	75.00
1/12/2022	CS	Review email from opposing counsel requesting further extension from JAMS to respond to Arbitration Demand.	0.10	75.00
	CS	Review email from Serratore regarding acceptance of mediator's proposal.	0.10	75.00
1/13/2022	CS	Draft email to opposing counsel regarding drafting of settlement agreement.	0.10	75.00
1/14/2022	CS	Review email from Oscar Peralta regarding drafting Settlement Agreement.	0.10	75.00
1/24/2022	CS	Review exchange of emails between opposing counsel and JAMS regarding further extension to respond to arbitration demand.	0.10	75.00
1/28/2022	RWM	Review file and terms of settlement.	0.30	243.00
2/18/2022	CS	Telephone conference with Sonia Franco regarding status of settlement and time frame for finalizing settlement and distribution of funds.	0.30	225.00
2/22/2022	CS	Exchange emails with opposing counsel regarding status of Settlement Agreement and filing Notice of Settlement.	0.10	75.00
2/24/2022	CS	Review email from opposing counsel to JAMS requesting further extension to file responsive pleading.	0.10	75.00
	CS	Exchange emails with Ron Makarem regarding status of settlement documents.	0.10	75.00
3/7/2022	CS	Review mediator's proposal; Draft Memorandum of Understanding; email to Ron Makarem regarding long-form settlement agreement.	1.90	1,425.00
3/9/2022	CS	Draft email to opposing counsel regarding status of Settlement Agreement.	0.10	75.00
	CS	Exchange emails with Steve Serratore regarding his assistance in finalizing Settlement Agreement.	0.20	150.00
	CS	Exchange emails with Steve Serratore regarding his assistance in finalizing Settlement Agreement.	0.20	150.00
3/11/2022	CS	Review emails from Barbara Antonucci and Oscar Peralta regarding status of settlement agreement.	0.20	150.00

In Reference CareMore Health Plan Class Action
To:

Class Representative: Sonia Franco

Professional services rendered through June 07, 2022

			Hours	Amount
3/14/2022	CS	Draft email to opposing counsel regarding status of draft Settlement Agreement.	0.10	75.00
3/16/2022	CS	Draft email to CPT regarding quote for administering settlement.	0.10	75.00
	CS	Exchange emails with opposing counsel regarding telephone conference regarding changes to draft Settlement Agreement.	0.20	150.00
	RWM	Review settlement agreement. Email to Cameron Stewart. Attorney conference with Cameron Stewart regarding same.	1.00	810.00
	CS	Review and make revisions to draft settlement agreement and costs.	2.50	1,875.00
3/17/2022	CS	Telephone conference with Dan Bass regarding language in Defendant's Settlement Agreement regarding filing new LWDA letter and amended complaint, etc.	0.30	225.00
	CS	Telephone conference with opposing counsel regarding language in Settlement Agreement pertaining to filing of amended pleading and PAGA notice, effective date of settlement and payment date of settlement funds	0.70	525.00
	RWM	Review emails regarding Mandatory Settlement Conference and file. Telephone conference with mediator.	1.20	972.00
	DB	Review of agreement and call with Cameron Stewart, correspondence regarding the same.	0.70	525.00
	DB	Review of agreement and call with Cameron Stewart, correspondence regarding the same.	0.70	525.00
3/18/2022	CS	Review CPT quote for administration of settlement.	0.10	75.00
	CS	Exchange emails with Timothy Phillips of CPT Group regarding request for additional information to provide administration quote	0.20	150.00
3/21/2022	CS	Review quote from CPT for administration of settlement.	0.10	75.00
	CS	Draft email to opposing counsel regarding CPT and requesting agreement to use them as 3rd-Party Administrator.	0.10	75.00
3/24/2022	CS	Exchange emails with opposing counsel regarding finalizing Settlement Agreement.	0.10	75.00
	CS	Draft joint non-appearance report re: status of case including mediation and settlement, filing of motion for approval of settlement.	0.50	375.00
3/25/2022	CS	Telephone conference with Daniel Bass regarding "settlement contingent" language in Settlement Agreement for second opinion regarding significance of language.	0.10	75.00
	CS	Review email exchanges between Defendant and JAMS regarding Defendant's request for continuance to file responsive pleading pending finalizing Settlement Agreement.	0.10	75.00
	CS	Draft email to client with copy of Settlement Agreement for her review and to discuss before signing.	0.10	75.00
	CS	Review Defendant's amendments to non-appearance report in class action; accept revisions and return finalized copy and email to opposing counsel.	0.20	150.00
	CS	Review Defendant's further revisions to Settlement Agreement; review agreement and add Plaintiff's further revisions to Settlement Agreement; and draft email to opposing counsel regarding acceptance of Defendant's revisions and Plaintiff's identifying Plaintiff's changes to Settlement Agreement.	1.10	825.00
	DB	Call with Cameron Stewart regarding settlement release language.	0.20	150.00
3/28/2022	CS	Telephone conference with client to go over Settlement Agreement.	0.40	300.00
3/29/2022	CS	Review email from opposing counsel regarding status of Plaintiff's revisions to Settlement Agreement.	0.10	75.00

In Reference To: CareMore Health Plan Class Action

Class Representative: Sonia Franco

Professional services rendered through June 07, 2022

			Hours	Amount
3/29/2022	CS	Review Judge Highberger's posting inquiring about why the parties were seeking approval of PAGA settlement before another judge.	0.10	75.00
	CS	Exchange emails with opposing counsel about proposed response to Judge Highberger's inquiry regarding PAGA settlement.	0.20	150.00
	RWM	Review file, emails regarding settlement and settlement documents.	1.30	1,053.00
3/30/2022	CS	Review Judge Highberger's response to Parties seeking settlement approval in Judge Fujie's courtroom.	0.10	75.00
4/1/2022	RWM	Review draft settlement agreement and emails to and from regarding same.	1.00	810.00
	DB	Call with Cameron Stewart regarding Motion for Preliminary Approval paperwork.	0.10	75.00
4/6/2022	CS	Draft email to opposing counsel with Plaintiff's executed copy of Settlement Agreement.	0.10	75.00
	CS	Exchange several emails with opposing counsel and Ron Makarem regarding finalized Settlement Agreement.	0.20	150.00
	RWM	Review final settlement agreement and email to and from opposing counsel and Cameron Stewart regarding same.	1.20	972.00
4/8/2022	RWM	Review emails regarding settlement.	0.10	81.00
	CS	Review email from Steve Serratore in response to request for his assistance in finalizing Settlement Agreement.	0.10	75.00
	CS	Review email exchanges with opposing counsel regarding Settlement Agreement and draft email to Steve Serratore regarding conversation with Barbara Antonucci and delay in finalizing agreement.	0.30	225.00
	CS	Multiple telephonic conferences with Barbara Antonucci regarding amending Settlement Agreement and request that Plaintiff file amended PAGA letter.	0.50	375.00
4/11/2022	CS	Exchange emails with Ron Makarem regarding conference call; and telephone conference with B. Antonucci regarding Defendant's changes to Settlement Agreement.	0.30	225.00
	RWM	Review emails to and from opposing counsel and Cameron Stewart regarding settlement agreement. Telephone conference with Cameron Stewart.	0.50	405.00
	CS	Make redlined revisions to Settlement Agreement in response to Deft's revisions.	0.50	375.00
	CS	Review revised Settlement Agreement, PAGA letter and Second Amended Complaint and compare w/prior version in preparation for Conference Call with Barbara Antonucci to discuss revisions	0.70	525.00
4/12/2022	CS	Telephone conference with Lisa Yumi regarding finalizing Settlement Agreement.	0.20	150.00
4/13/2022	CS	Draft email to Steve Serratore updating him on discussions with opposing counsel and status of Settlement Agreement.	0.10	75.00
	RWM	Review revised settlement agreement and email to and from Cameron Stewart and opposing counsel regarding revisions.	1.20	972.00
	DB	Review of correspondence and correspondence with Cameron Stewart and Ron Makarem regarding settlement.	0.20	150.00
4/14/2022	CS	Review email from Lisa Yumi Mitchell regarding copy of finalized Settlement Agreement.	0.10	75.00
	CS	Draft emails to client about signing new version of settlement agreement.	0.10	75.00
	CS	Telephone conference with Barbara Antonucci to inform Plaintiff's counsel that CareMore has signed Settlement Agreement and forwarded for Plaintiff's signature.	0.10	75.00

In Reference CareMore Health Plan Class Action
To:

Class Representative: Sonia Franco

Professional services rendered through June 07, 2022

			Hours	Amount
4/14/2022	CS	Telephonic conference with Sonia Franco to explain why she needs to sign Settlement Agreement again including revisions to Settlement Agreement regarding PAGA letter and amended complaint, time frame for filing settlement and when she can expect disbursement of settlement funds.	0.20	150.00
4/18/2022	RWM	Review Paga letter, email regarding motion for preliminary approval, review emails regarding settlement agreement.	0.80	648.00
	DB	Correspondence regarding settlement, uploaded amended PAGA notice	0.90	675.00
4/19/2022	CS	Exchange emails with Dan Bass regarding filing of amended Labor & Workforce Development Agency.	0.10	75.00
4/22/2022	DB	Correspondence regarding PAGA approval and amendment.	0.40	300.00
4/26/2022	CS	Review draft joint stipulation to dismiss arbitration.	0.20	150.00
4/29/2022	CS	Review email from opposing counsel to JAMS requesting further extension to respond to arbitration.	0.10	75.00
	CS	Draft email to Lisa Yumi Mitchell regarding dismissal of arbitration.	0.10	75.00
	CS	Review Notice of Reassignment Judge Rice.	0.10	75.00
	CS	Review and draft multiple emails regarding expert designation, her availability for deposition, using Scott Barer if Vida is not available.	0.30	225.00
5/18/2022	CS	Telephone conference with Dan Bass and exchange emails regarding CareMore Settlement documents.	0.20	150.00
	CS	Review Joint Stipulation to Amend Complaint and Joint Stipulation regarding Notice of Dismissal of Case.	0.30	225.00
	CS	Exchange emails with Dan Bass regarding settlement documents.	0.10	75.00
	DB	Correspondence with Cameron Stewart, review of documents and call regarding the same.	0.50	375.00
5/19/2022	CS	Telephone conference with Lisa Lumi regarding dismissing arbitration/PAGA cases and filing notice of settlement.	0.30	225.00
	CS	Finalize Plaintiff's revisions to joint stipulation to amend complaint, and vacate trial dates.	0.40	300.00
	RWM	Review settlement documents and emails to and from Dan Bass and Cameron Stewart regarding settlement documents.	1.00	810.00
5/20/2022	RWM	Review emails to and from opposing counsel regarding settlement agreements, documents and next steps.	0.50	405.00
5/25/2022	CS	Draft email to opposing counsel regarding conversation with Judicate West and dismissal of arbitration case.	0.10	75.00
	CS	Telephone conference with Darcy English at Judicate West regarding dismissing arbitration case.	0.20	150.00
5/27/2022	CS	Review email from opposing counsel to Judicate West requesting further continuance to file answer to arbitration demand.	0.10	75.00
	CS	Multiple Telephone conferences with opposing counsel regarding ex parte to vacate trial dates.	0.30	225.00
	RWM	Review emails regarding notice, settlement, joint statement and file.	0.60	486.00
5/31/2022	CS	Review files re: filing of amended LWDA PAGA letter to determine first available date to file amended complaint given court's order to file within 14 of May 31, 2022.	0.30	225.00
	CS	Attend Defendant's Ex Parte Hearing to Vacate Trial date, etc.	0.70	525.00
6/3/2022	DB	Draft approval motion and related research.	6.20	4,650.00
6/6/2022	DB	Finalized draft motion for review, draft client declaration and correspondence with Cameron Stewart and Staff.	2.80	2,100.00

In Reference CareMore Health Plan Class Action
To:
Class Representative: Sonia Franco
Professional services rendered through June 07, 2022

	<u>Hours</u>	<u>Amount</u>
For professional services rendered	293.60	\$222,399.00

Additional Charges :

4/17/2020	Filing Fee: Private Attorneys General Act Notice; Labor and Workforce Development Agency Confirmation #Q7GJX-KSF8R	75.00
6/23/2020	Filing Fee for Complaint, Summons, Civil Case Cover Sheet; OneLegal Invoice #02674308	9.95
	Los Angeles Superior Court Document Search - Memorandum of Points and Authorities, Motion to Compel Arbitration, Declaration of Celina Silva; Los Angeles Superior Court Receipt No. 1200623J1427.	36.20
6/25/2020	Filing Fees for Summons, Complaint, Civil Case Cover Sheet; Bosco Legal Services Invoice #4631332	1,721.45
8/6/2020	Filing fee for second Private Attorneys General Act (PAGA) notice regarding Anthem Inc.; Labor & Workforce Development Agency	75.00
8/10/2020	Filing fee for Complaint, Summons, Civil Case Cover Sheet; One Legal Invoice #02763711	463.51
8/11/2020	Filing fee for First Amended Complaint, Summons; Bosco Legal Services, Invoice #4767885	141.70
9/16/2020	Filing fee for: First Amended Summons, First Amended Class Action Complaint, and Alternative Dispute Resolution; BOSCO Invoice #4863197.	146.45
9/18/2020	Fee for Service of Summons/Complaint on Caremore Health Plan in care of CT Corp, Mileage (\$5.26), Parking (\$2.00), Copy fee (\$5.00); Schuster Invoice #607.	34.76
	Fee for Service of Summons/Complaint on Caremore Health Group, Caremore Health System, Caremore Health Plan in care of CT Corp, Mileage (\$5.26), Parking (\$2.00), Copy fee (\$8.74); Schuster Invoice #607.	38.50
	Fee for Service of Summons/Complaint on Anthem Companies of California, The Anthem Companies, Anthem Inc. in care of CT Corp, Mileage (\$5.26), Parking (\$2.00), Copy fee (\$8.74); Schuster Invoice #607.	38.50
9/21/2020	Filing fee for: Proof of Service of Summons for Anthem Inc.; BOSCO Invoice #4883200.	84.95
9/22/2020	Remote attorney appearance fees for Initial Status Conference on 9/25/20 (\$15) and Initial Status Conference on 9/24/20 (\$15); Los Angeles Court Connect, Confirmation #TK200922164687.	30.00
9/23/2020	Fee for Service of Summons/Complaint on Sachin Jain, Mileage (\$15.78), Parking (\$6.00), Copy fee (\$3.25); Schuster Invoice #607.	70.03
	Filing fee for: Proof of Personal Service; One Legal Invoice #02849238.	14.15
9/24/2020	Filing fee for: Proof of Personal Service; One Legal Invoice #02854120.	35.75
	Filing fee for: Proof of Service; BOSCO Invoice #4899488.	84.95
	Filing fee for: Initial Status Conference Statement; BOSCO Invoice #4901575.	159.95
10/2/2020	Filing fee for Proof of Service; BOSCO, Invoice #4902857.	140.95
10/15/2020	Document retrieval access fee; Los Angeles Superior Court, Receipt #1201015J3274.	5.40
	Document retrieval access fee; Los Angeles Superior Court, Receipt #1201015P3152.	4.75
11/20/2020	Remote attorney appearance fee for Initial Status Conference; Los Angeles Court Connect, #TK201120347723.	15.00
11/24/2020	Document retrieval access fee; Los Angeles Superior Court Receipt #1201124J7367.	3.00

In Reference CareMore Health Plan Class Action

To:

Class Representative: Sonia Franco

Professional services rendered through June 07, 2022

	Amount
11/25/2020 Filing Fee for: Amended Complaint and Summons; One Legal, Invoice #02970207.	14.15
11/30/2020 Filing fee for Joint Initial Status Conference Statement; BOSCO invoice #5107407.	209.95
12/2/2020 Filing fee for Case Management Statement and Proof of Service by mail; One Legal, Invoice #02977991.	14.15
12/3/2020 Filing Fee for: Case Management Statement and Proof of Service by Mail; One Legal, Invoice #02982814.	36.75
12/16/2020 Remote attorney appearance fee for Initial Status Conference; Los Angeles Superior Court VCourt, Invoice #TK201216387853.	15.00
12/21/2020 Filing fee for Revised Joint Initial Status Conference Statement and Proof of Service; BOSCO, Invoice # 5179573.	137.45
2/6/2021 System Access Fee: Case Anywhere LLC Invoice #210917.	122.40
2/9/2021 Filing fee for Opposition; Bosco, Invoice #5330227.	86.45
Remote attorney appearance fee for Case Management Conference on 2/10/21; Los Angeles Court Connect, Confirmation #TK210122388658.	15.00
3/3/2021 Mediation fees; Serratore Law Mediation Services.	9,000.00
7/27/2021 Document access retrieval fee; Los Angeles Superior Court, receipt #1210727J4119.	5.40
Document access retrieval fee; Los Angeles Superior Court, receipt #1210727J3870.	6.60
Document access retrieval fee; Los Angeles Superior Court, receipt #1210727P4115.	1.00
7/28/2021 Document access retrieval fee; Los Angeles Superior Court, receipt #1210728J8226.	23.40
8/2/2021 System access fee; CaseAnywhere, Invoice #227582.	120.00
8/4/2021 System access fee and document service fee (\$12); CaseAnywhere, Invoice #219121.	132.00
8/15/2021 Berger Consulting Group, LLC., Invoice #4692.	3,412.50
11/8/2021 System access fee; CaseAnywhere, Invoice #236023.	61.33
11/18/2021 Mediation payment; JAMS, Inc Online, payment #e9ie1d8uarbtpe8siqvk7hih.	255.90
4/18/2022 Reservation fee for Motion for Approval of PAGA Settlement; Los Angeles Superior Court, reservation ID #330079099655.	20.55
5/6/2022 System Access and Document Service Fees; CaseAnywhere, invoice #252506.	126.00
Total additional charges	\$17,245.88
Total amount of this bill	\$239,644.88
Balance due	\$239,644.88

Attorney Summary

Name	Hours	Rate
Cameron Stewart	203.50	750.00
Daniel Bass	23.80	750.00
Ronald W. Makarem	62.90	810.00
Samuel Almon	0.10	750.00
Marina Serrano	2.00	450.00