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9 Attorneys for Defendants
CAREMORE HEALTH PLAN, ANTHEM, INC.,
10 THE ANTHEM COMPANIES, INC., THE ANTHEM COMPANIES
OF CALIFORNIA, INC. and CAREMORE HEALTH SYSTEM
11

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

14 SONIA FRANCO, individually, and on behalf
of all similarly situated,

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16 Plaintiff,

17 vs.

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

21 Defendants.
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Case No. 20STCV30072

Assigned for All Purposes to Hon. Holly J. Fujie,
Department 56

**NOTICE OF ENTRY OF ORDER
GRANTING APPROVAL OF PAGA
SETTLEMENT AND JUDGMENT**

Complaint Filed: August 7, 2020

FAC Filed: November 24, 2020

Trial Date: None

1 **TO THE COURT AND ALL PARTIES TO THIS ACTION:**

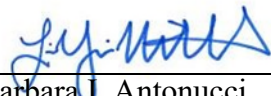
2 **PLEASE TAKE NOTICE** that on July 1, 2022 at 8:30 a.m., Plaintiff Sonia Franco's
3 Motion for Approval of PAGA Settlement came on for hearing before the Honorable Holly J. Fujie,
4 Dept. 56 of the above-entitled court. Prior to the hearing, the Parties informed the Court that they
5 submit to the Court's tentative ruling, resulting in the tentative ruling becoming the Court's final
6 ruling.

7 **THE COURT RULED AS FOLLOW:**

8 1. IT IS HEREBY ORDERED THAT the Court adopts the tentative ruling granting
9 Plaintiff's Motion for Approval of PAGA Settlement. A true and correct copy of the July 1, 2022
10 Minute Order is attached hereto as **Exhibit A**.

11 **PLEASE TAKE FURTHER NOTICE** that on July 1, 2022, the Honorable Holly J. Fujie
12 issued a judgment in the above-entitled action, a true and correct copy of which is attached hereto as
13 **Exhibit B**.

14 DATED: July 6, 2022 **CONSTANGY, BROOKS, SMITH & PROPHETE LLP**

15
16
17 By: 

Barbara J. Antonucci

Lisa Yumi Mitchell

Oscar E. Peralta

Attorneys for Defendants

CAREMORE HEALTH PLAN, ANTHEM, INC., THE

ANTHEM COMPANIES, INC., THE ANTHEM

COMPANIES OF CALIFORNIA, INC. and CAREMORE
HEALTH SYSTEM

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 56

20STCV30072

SONIA FRANCO vs CAREMORE HEALTH PLAN, INC.

July 1, 2022

8:30 AM

Judge: Honorable Holly J. Fujie

Judicial Assistant: O.Chavez

Courtroom Assistant: Annfrancis Solis

CSR: None

ERM: None

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Hearing on Motion - Other motion for approval of PAGA settlement

The matter is held.

All parties submitted to the Court's tentative ruling via e-mail.

The Court's tentative ruling becomes the order of the Court.

MOVING PARTIES: Plaintiff Sonia Franco ("Plaintiff") and Defendants CareMore Health Plan, Anthem Inc., The Anthem Companies, Inc., The Anthem Companies of California, Inc., and CareMore Health System (collectively, "Moving Parties")^[1]

The Court has considered the moving papers. No opposition papers were filed. Any opposition papers were required to have been filed and served at least nine court days before the hearing under California Code of Civil Procedure section 1005, subdivision (b).

BACKGROUND

Plaintiff filed a representative action complaint pursuant to the Private Attorneys General Act ("PAGA") on behalf of herself and all other aggrieved employees alleging various Labor Code violations against Defendants arising from Plaintiff's employment with Defendants. Plaintiff and Defendants have resolved Plaintiff's PAGA claims and entered into a settlement agreement (the "Settlement") that contains the terms of the resolution of Plaintiff's claims. Moving Parties filed a motion seeking the Court's approval of the Settlement (the "Motion").

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CSR: None

ERM: None

Deputy Sheriff: None

DISCUSSION

PAGA settlements are subject to trial court review and approval, ensuring that any negotiated resolution is fair to those affected. (Williams v. Superior Court (2017) 3 Cal.5th 531, 549, citing Lab. Code § 2699, subd. (l)(2).) The trial court must determine that the settlement is

fair, reasonable, and adequate to all concerned. (Reed v. United Teachers Los Angeles (2012) 208 Cal.App.4th 332, 337.) There is a presumption that the settlement agreement is fair where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the trial court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (Id.) This standard applies in the context of class actions and qui tam actions alike. (See Gov. Code § 12652, subd. (e)(2) (in qui tam action, a state or political subdivision may settle the action with the defendant despite objections of the qui tam plaintiff if the court determines, after a hearing providing the qui tam plaintiff an opportunity to present evidence, that the proposed settlement is fair, adequate, and reasonable under all the circumstances).)

Penalties recovered by aggrieved employees must be distributed as follows: 75% to the LWDA and 25% to the aggrieved employees. (Lab. Code § 2699, subd. (i).) A prevailing employee is entitled to an award of reasonable attorney's fees and costs incurred in the action. (Lab. Code § 2699, subd. (g)(1).) The proposed settlement shall be submitted to the California Labor and Workforce Development Agency ("LWDA") at the same time that it is submitted to the court. (Lab. Code § 2699, subd. (l)(2).)

As a preliminary matter, Moving Parties have provided evidence that the Settlement was submitted to the LDWA. (Declaration of Daniel J. Bass ("Bass Decl.") ¶ 10, Exhibit B.)

Moving Parties entered into the Settlement on April 14, 2022. (See Bass Decl., Exhibit A.) The Settlement was agreed upon after Moving Parties engaged in mediation. (Bass Decl. ¶ 8.) The Settlement provides for a gross settlement amount (the "Gross Settlement Amount") of \$825,000. (Bass Decl., Exhibit A at 5.) Under the terms of the Settlement, 33.33 percent (\$274,972.50) of the Gross Settlement Amount is to be allocated to Plaintiff's attorney's fees, \$25,000 of the Gross Settlement Amount is to be allocated to Plaintiff's attorney's litigation costs, \$15,000 is to be allocated to Plaintiff as a representative incentive award, and \$8,000 is to be allocated to third-party settlement administration costs. (Id.) The remaining amount comprises the net settlement amount (the "Net Settlement Amount"). (Id.) Seventy-five percent of the Net Settlement Amount is to be distributed to the LWDA and 25 percent is to be distributed to the

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 56

20STCV30072

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CSR: None

ERM: None

Deputy Sheriff: None

PAGA group members. (Id.) There are fewer than 585 PAGA group members in California for the relevant timeframe. (Bass Decl. ¶ 14.) The PAGA group members will each receive \$217.85, on average, from the Net Settlement Amount. (Id.)

Plaintiff's counsel accepted this case on a contingency basis and has expended over 293.6 hours on this matter. (Bass Decl. ¶¶ 16-20, Exhibit C.) Plaintiff also expended time and effort participating in this action. (Bass Decl. ¶¶ 22-26; Declaration of Sonia Franco ("Franco Decl.") ¶¶ 5-7.) In addition to forgoing her individual claims against Defendants to pursue the PAGA claims, Plaintiff spent approximately 20-25 hours working on the case and assisting her counsel. (Bass Decl. ¶¶ 24-26; Franco Decl. ¶ 5.)

The Court finds that Moving Parties have demonstrated that the Settlement is fair and reasonable. The Court therefore GRANTS the Motion. (Sexton v. Superior Court (1997) 58 Cal.App.4th 1403, 1410.)

Moving parties are ordered to give notice of this ruling.

Dated this 1st day of July 2022

/s/ Holly J. Fujie

Hon. Holly J. Fujie

Judge of the Superior Court

[1] The Court refers to Defendants collectively as "Defendants." The Motion re: for approval of PAGA settlement filed by Sonia Franco on 06/09/2022 is Granted.

EXHIBIT B

~~PROPOSED~~ ORDER

Plaintiff SONIA FRANCO's ("Plaintiff") Motion for Approval of PAGA Settlement ("Motion") was heard by this Court on July 1, 2022. Having reviewed the Motion, the Plaintiff's 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") PAGA Settlement Agreement ("Agreement" or "Settlement" herein) attached as Exhibit A to the Declaration of Daniel J. Bass, the papers, the arguments of counsel, and all other evidence and matters presented, and good cause appearing **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that the Plaintiff's Motion is GRANTED, subject to the following findings and orders:

1. All terms used herein shall have the same meaning as defined in the Agreement.
2. The Court hereby approves the terms set forth in the Agreement for settlement of PAGA claims in accordance with Labor Code section 2699(1)(2), and finds that the Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to effectuate the PAGA settlement according to the terms set forth in the Agreement.
3. The Agreement is not an admission by Defendants or by any of the Released Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or any other Released Parties. Neither this Order, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any of the Released Parties.
4. Pursuant to the Agreement, Defendants shall pay the Gross Settlement Amount of \$825,000 to the Settlement Administrator, CPT Group Class Action Administrators.

1 5. Pursuant to the Agreement, the Settlement Administrator shall issue to each of the
2 PAGA Group Members a check for their Individual Settlement Payments from the Net
3 Settlement Amount as set forth in the Parties' Agreement.

4 6. Pursuant to the Agreement, the Settlement Administrator shall issue to the LWDA
5 the LWDA Payment in the amount of \$382,336.22 from the Net Settlement Amount.

6 7. Pursuant to the Agreement, the Settlement Administrator shall issue to the
7 Plaintiff her Incentive Payment in the amount of \$15,000 from the Gross Settlement Amount.

8 8. Pursuant to the Agreement, the Settlement Administrator shall pay to Plaintiff's
9 Counsel, Makarem & Associates APLC, attorneys' fees in the amount of \$274,972.50 and
10 litigation costs in the amount of \$17,245.88 for a total payment of \$292,218.38 from the Gross
11 Settlement Amount.

12 9. Pursuant to the Agreement, the Settlement Administrator shall pay to itself its
13 actual administration costs not to exceed \$8,000 from the Gross Settlement Amount for
14 administration of the settlement.

15 10. The Court hereby orders that upon the Effective Date and full funding of the
16 Gross Settlement Amount (whichever is later), Plaintiff, on behalf of the State of California,
17 shall be deemed to have forever released, acquitted, and discharged the "PAGA Released
18 Claims" against the "Released Parties" as defined in the Agreement, specifically:

- 19 a. "PAGA Released Claims" mean any and all demands, rights, liabilities,
20 claims, and/or causes of action under the PAGA including but not limited to
21 any claims alleged by Plaintiff in the PAGA Action and PAGA Letters or that
22 could have been alleged based on the facts or underlying claims in the PAGA
23 Action, PAGA Letters, Class Action, and JAMS Arbitration during the
24 Settlement Period, including all claims that are based on or related to: the
25 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;

1 failure to pay for all hours worked; failure to timely pay all wages earned,
2 including final wages; failure to provide compliant meal and rest periods;
3 failure to reimburse business expenses; failure to provide timely and
4 compliant wage statements; improper recordkeeping; violations of California
5 Labor Code sections 200-204, 210, 218, 218.5, 218.6, 221-223, 226, 226(a),
6 226(e), 226.3, 226.7, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1175,
7 1194, 1194.2, 1197, 1197.1, 2802, 2810.5, 2699, 2699.3, and any applicable
8 IWC Wage Orders.

9 b. "Released Parties" means Defendants, Sachin H. Jain, Karen Schulte, Michael
10 Plumb, WellPoint Health Networks, Inc., WellPoint, Inc., The WellPoint
11 Companies, Inc., The WellPoint Companies of California, Inc., CareMore
12 Health Group, Inc., and each of their past and present parent companies, sister
13 companies, subsidiaries, divisions, related or affiliated companies or entities,
14 shareholders, affiliates, owners, partners, members, clients, lessors, lessees,
15 contractors, joint employers, joint venturers, investors, affiliated partnerships,
16 trustees, administrators, representatives, officers, directors, current and former
17 employees, agents, attorneys, insurers, predecessors, successors and assigns,
18 as well as any other individual or entity that could be liable for any of the
19 PAGA Released Claims, and Defense Counsel and all other affiliated entities.

20 11. The Court further orders that Plaintiff's released claims, in addition to the PAGA
21 Released Claims, includes all claims, losses, demands, rights, liabilities, penalties, damages,
22 causes of action and other legal responsibilities, of any form whatsoever against the Released
23 Parties, whether based on federal, state, local, statutory or common law, or any other law, rule,
24 regulation, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, that
25 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

1 employment with Defendants, to the fullest extent permitted by law. Plaintiff's release includes
2 unknown claims and that she is, as a result, waiving all rights and benefits afforded by Section
3 1542 of the California Civil Code.

4 12. This Order is entered pursuant to the Agreement and is intended to effectuate the
5 settlement more fully described in the Agreement.

6 13. The Court maintains jurisdiction to adjudicate and matters related to this Order,
7 Judgment, and the Agreement.

8 IT IS SO ORDERED.

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10 DATED: 07/01/2022



Holly J. Fujie

Holly J. Fujie / Judge

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JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE

Sonia Franco v. Caremore Health Plan, Inc., et al.
Los Angeles County Superior Court Case No.: 20STCV30072

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is Constangy, Brooks, Smith & Prophete, LLP, 2029 Century Park East, Suite 1100, Los Angeles, California 90067.

On **July 6, 2022** I served true copies of the following document(s) described as:

NOTICE OF ENTRY OF ORDER GRANTING APPROVAL OF PAGA SETTLEMENT AND JUDGMENT

on the interested parties in this action as follows:

Ronald W. Makarem, Esq.

makarem@law-rm.com

Cameron A. Stewart, Esq.

stewart@law-rm.com

clerks@law-rm.com

MAKAREM & ASSOCIATES, APLC

11601 Wilshire Blvd., Suite 2440

Los Angeles CA 90025

Tel. 310.312.0299

Fax 310.312.0296

Attorneys for Plaintiff

SONIA FRANCO, on behalf of all other
aggrieved employees

☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** I electronically served, from e-mail atheatherly@constangy.com, the document(s) listed above to the e-mail address(es) to the person(s) listed in the Service List on the above date. I am readily familiar with Constangy, Brooks, Smith & Prophete, LLP's practice for collecting and processing correspondence for mailing.

STATE: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **July 6, 2022**, in Los Angeles, California.



Alexia Heatherly