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[PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT AND JUDGMENT

**[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: \_\_\_\_\_  
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12 JUDGE OF THE SUPERIOR COURT  
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