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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF TULARE

JONATHAN SANTIAGO, individually,
and on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiff,

vs.

CIGNA HEALTH & LIFE INSURANCE
COMPANY, an unknown business entity;
and DOES 1 through 100, Inclusive,

Defendants.

ADRIAN AVILA, individually, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiff,

vs.

CIGNA HEALTH & LIFE INSURANCE
COMPANY, an unknown business entity;
and DOES 1 through 100, Inclusive,
Defendants.

Case No.: **VCU283599**
Consolidated for All Purposes with
Case No. VCU284920

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: April 28, 2022
Hearing Time: 8:30 a.m.
[Hearing set at CMC on March 3, 2022]

Dept: 1
Judge: Hon. David C. Mathias

Lead Action Filed: July 15, 2020
Trial Date: None set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel of record for Adrian Avila in this matter. As such, I am fully familiar with the facts,
4 pleadings and history of this matter. The following facts are within my own personal knowledge,
5 and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of the motion by Plaintiffs Jonathan
7 Santiago and Adrian Avila (“Plaintiffs”) for preliminary approval of the proposed class action
8 settlement with Defendant Cigna Health & Life Insurance Company (“Defendant”), and seeks entry
9 of an order: (1) preliminarily approving the proposed settlement of this class action with Defendant;
10 (2) for settlement purposes only, conditionally certifying the Class, which is comprised of “all
11 individuals who are or were employed by Defendant Cigna Health & Life Insurance Company in
12 California who were classified as non-exempt employees during the Class Period” of August 19,
13 2016 to January 21, 2022; (3) provisionally appointing Plaintiffs as the representatives of the Class;
14 (4) provisionally appointing Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh of Lawyers *for*
15 Justice, PC. and Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik of Blumenthal
16 Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class; (5) approving the form and
17 method for providing class-wide notice; (6) directing that notice of the proposed settlement be
18 given to the class; (7) appointing ILYM Group as Settlement Administrator, and (8) scheduling a
19 final approval hearing date to consider Plaintiffs’ motion for final approval of the settlement and
20 entry of the Judgment, and Plaintiffs’ motion for approval of attorneys' fees and expenses.

21 Plaintiffs and Defendant (collectively the “Parties”) have reached a full and final settlement of the
22 above-captioned consolidated actions, as well as Plaintiff Jonathan Santiago's putative class action
23 case entitled *Santiago v. Cigna Health & Life Insurance Company*, Tulare County Superior Court
24 Case No. VCU284004 (“Santiago Class Action”) which was filed on August 19, 2020, and removed
25 to United States Federal District Court for the Eastern District of California and assigned Case No.

1:20-CV-01413-JLT-SKO on October 5, 2020 (collectively, the “Action”).¹ Attached hereto as Exhibit #1 is a copy of the fully executed Class Action and PAGA Settlement Agreement (“Agreement”) along with exhibits thereto. This Declaration incorporates by reference the definitions in the Agreement, and all capitalized terms defined therein shall have the same meaning as set forth in the Agreement.

Fairness of Settlement

3. As consideration for this Settlement, the Gross Settlement Amount is Three Million Nine Hundred Twenty-Five Thousand Dollars (\$3,925,000) to be paid by Defendant, as set forth in the Agreement. The Gross Settlement Amount will settle all issues pending in the Action between the Parties and will be made in full and final settlement of the Released Class Claims. The Gross Settlement Amount includes all payments of Settlement Shares to the Participating Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments to Plaintiffs, and the PAGA Payment. The Gross Settlement Amount does not include the employer’s share of payroll taxes which will be separately paid by Defendant. The Settlement is all-in with no reversion to Defendant and no need to submit a claim form.

4. The relief provided in the Settlement will benefit all members of the Class. The Settlement does not grant preferential treatment to Plaintiffs or segments of the Class in any way. Payments to the Class Members are all determined under a neutral methodology. Each Participating Class Member will receive the same opportunity to participate in and receive payment through a neutral formula that is based upon the weeks worked by that individual.

5. On January 14, 2021, the Parties participated in an all-day mediation presided over

¹ Plaintiff Jonathan Santiago and Defendant will be filing a Joint Stipulation Granting Plaintiff Santiago Leave to File First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in this action, effectively consolidating the Santiago Class Action with the above-captioned consolidated Private Attorneys General Act case entitled Santiago v. Cigna Health & Life Insurance Company (Case No. VCU283599) (the “Santiago PAGA Action”), prior to the hearing on the Plaintiffs’ motion for preliminary approval of settlement, as contemplated by the Agreement. (Agreement at ¶ III (45).)

1 by Mark Rudy, a respected mediator of wage and hour representative and class actions. In
2 preparation for the mediation, Defendant provided Class Counsel with necessary information for the
3 members of the Class, including time data, payroll data and data concerning the composition of the
4 Class. Plaintiff analyzed the data, and prepared and submitted a mediation brief and damage
5 valuation to the Mediator. At the conclusion of the all-day mediation, the Parties agreed to this
6 Settlement. The final settlement terms were negotiated and set forth in the Agreement now
7 presented for this Court's approval. Importantly, Plaintiffs and Class Counsel believe that this
8 Settlement is fair, reasonable and adequate.

9 6. For the 1,423 individuals in the Class who collectively worked 223,869 Workweeks,
10 the Gross Settlement Amount provides an average value of \$2,758 per Class Member and \$17.53
11 per workweek, and after deductions, the Net Settlement Amount provides an average recovery of
12 \$1,634 per Class Member and \$10.39 per work week. The calculations to compensate for the
13 amount due to the Class Members at the time this Settlement was negotiated were calculated in
14 advance of mediation. For the individuals whose claims are at issue in this Action, Plaintiffs
15 analyzed the data for putative class members and determined the potential maximum damages for
16 the class claims. For the Class, Plaintiffs determined that the maximum potential unpaid overtime
17 was \$2,185,311, the maximum potential meal period damages were estimated to be \$8,085,651, the
18 maximum rest period damages were estimated to be \$8,085,651, and the maximum damages for
19 unreimbursed expenses were estimated to be \$469,040 based upon cell phone expense of \$10 per
20 month. In total, the damages for the Class were calculated to have a maximum total value of
21 \$18,825,653. In addition, Plaintiffs calculated that the maximum value of the waiting time penalties
22 were \$2,289,492, and the maximum value of the wage statement penalties were \$3,248,500,
23 however, these wage statement and waiting time penalties claims potentially have a much smaller
24 value, even if damages were awarded, to the extent that they are only derivative of the meal and rest
25 break claims.² Defendant disputes Plaintiffs' estimates and believes the amount they can recover

27 ² While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
28 226, Plaintiffs recognized that these claims were subject to various defenses asserted by Defendant,
including, but not limited to, a good faith dispute defense as to whether any premium wages for meal

1 for themselves and the Class, if anything at all, is actually much lower. Consequently, the Gross
2 Settlement Amount represents more than 20% of the value of the potential maximum damages at
3 issue for the Class in this case, assuming these amounts could all be proven in full at trial.³ The
4 above maximum calculations should then be adjusted in consideration for both the risk of
5 certification and the risk of establishing class-wide liability on all claims. Given the amount of the
6 Settlement as compared to the potential value of the claims, the Settlement is most certainly fair and
7 reasonable.

8
9 Procedural History of the Litigation

10 7. On August 19, 2020, Plaintiff Jonathan Santiago ("Plaintiff Santiago") filed a Class
11 Action Complaint for Damages against Defendant in the Superior Court of the State of California,
12 County of Tulare, Case No. VCU284004 ("*Santiago Class Action*"). Plaintiff Santiago asserted
13 claims that Defendant: (a) Failed to pay overtime wages in violation of California Labor Code
14 §§ 510 and 1198; (b) Failed to provide required meal periods and pay meal period premiums in
15 violation of California Labor Code §§ 226.7 & 512; (c) Failed to provide required rest periods and
16 pay rest period premiums in violation of California Labor Code §§ 226.7; (d) Failed to pay
17 minimum wages in violation of California Labor Code §§ 1194, 1197 and 1197.1; (e) Failed to pay
18 wages when due upon termination of employment in violation of California Labor Code §§ 201 and
19 202; (f) Failed to timely pay wages when due during employment in violation of California Labor
20 Code § 204; (g) Failed to provide accurate itemized wage statements in violation of California

21
22 or rest periods or other wages were owed given Defendant's position that Plaintiffs were properly
23 compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There is no
24 willful failure to pay wages if the employer and employee have a good faith dispute as to whether and
25 when the wages were due."). Additionally, Courts have held that violations of the meal and rest period
26 regulations, which require payment of a "premium wage" for each improper meal period, do **not** give
27 rise to claims under sections 203 and 226. *See Ling v. P.F. Chang's China Bistro, Inc.*, 245 Cal. App.
28 4th 1242, 1261 (2016) and *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308, 1336 (2018).
As a result, the viability of Plaintiff's claims on these theories is uncertain.

³ Because the PAGA claim does not provide a recovery to the Class, Plaintiff has not included the
PAGA claim in this discussion. The PAGA claim is addressed below at ¶ 33.

1 Labor Code § 226(a);(h) Failed to keep requisite payroll records in violation of California Labor
2 Code § 1174(d); (i) Failed to reimburse employees for required expenses in violation of California
3 Labor Code §§ 2800 and 2802; and (j) engaged in unfair business practices in violation of
4 California Business & Professions Code §§ 17200, *et seq.* On October 2, 2020, the *Santiago* Class
5 Action was removed to the United States District Court, Eastern District of California, Case No. 20-
6 CV-01413-JLT-SKO. On July 15, 2020, Plaintiff Santiago filed a Complaint for Enforcement
7 Under The Private Attorneys General Act, California Labor Code § 2698, *et seq.* against Defendant
8 in the Superior Court of the State of California, County of Tulare, Case No. VCU283599, on behalf
9 of the State of California, as a private attorney general, alleging a single cause of action against
10 Defendant for recovery of civil penalties under PAGA (“*Santiago* PAGA Action”)

11 8. On October 30, 2021, Plaintiff Adrian Avila (“Plaintiff Avila”) filed a
12 Representative Action Complaint against Defendant in the Superior Court of the State of California,
13 County of Tulare, Case No. VCU284920, on behalf of the State of California, as a private attorney
14 general, alleging a single cause of action against Defendant for recovery of civil penalties under
15 PAGA (“*Avila* PAGA Action”).

16 9. On May 20, 2021, the Court in the *Santiago* PAGA Action consolidated the *Santiago*
17 PAGA Action with the *Avila* PAGA Action and designated the *Santiago* PAGA Action as lead.
18 Plaintiff Jonathan Santiago ("Plaintiff Santiago") and Defendant will also be filing a Joint
19 Stipulation Granting Plaintiff Santiago Leave to File First Amended Class Action Complaint for
20 Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698,
21 Et Seq. in this action, effectively consolidating the *Santiago* Class Action with the above-captioned
22 Private Attorneys General Act case entitled *Santiago v. Cigna Health & Life Insurance Company*
23 (Case No. VCU283599) (the "*Santiago* PAGA Action"), prior to the hearing on the Plaintiffs'
24 motion for preliminary approval of settlement.

25 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
26 including production of documents, class data, and other information, allowing for the full and
27 complete analysis of liabilities and defenses to the claims in the Action. The information for
28 mediation obtained by Plaintiffs included: (1) data showing employees and their employment dates;

1 (2) time data and payroll data for employees; (3) Defendants' employee wage and hour policies; (5)
2 the employment files for the Plaintiffs; and, (7) samples of wage statements provided by Defendant.
3 Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation.

4 11. Prior to mediation, the Parties engaged in the above investigation and the exchange
5 of documents and information in connection with the Action. On January 14, 2021, the Plaintiff
6 Santiago and Defendant participated in an all-day mediation presided over by Mark Rudy, a
7 respected mediator of wage and hour representative and class actions. Following the mediation,
8 each side, represented by its respective counsel, were able to agree to settle the Action based on a
9 mediator's proposal which was memorialized in the form of a Memorandum of Understanding. At
10 all times, the negotiations were arm's length and contentious.

11 12. The Parties continued to negotiate the terms of the settlement and prepared the final
12 Agreement which was signed by the Parties and is now presented to this Court for preliminary
13 approval. Accordingly, for purposes of this Settlement, the "Class" is defined as "all individuals
14 who are or were employed by Defendant Cigna Health & Life Insurance Company in California
15 who were classified as non-exempt employees during the Class Period." (Agreement at ¶ I(3).)
16 The Class Period is from August 19, 2016 to January 21, 2022. The Class consists of an estimated
17 1,423 Class Members who worked 223,869 Workweeks during the Class Period. These final
18 figures have been verified by Defendant in a declaration as required by the Agreement.

19 13. Although a settlement has been reached, Defendant denies any liability or
20 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
21 any purpose other than settlement, the Action is appropriate for class treatment. Defendant
22 contends, among other things, that it has correctly compensated the Class Members and complied at
23 all times with the California Labor Code, applicable Wage Order, and all other laws and
24 regulations. Further, Defendant contends that class certification would be inappropriate for any
25 reason other than for settlement. Plaintiffs contend that Defendant violated California wage and
26 hour laws as alleged in the Action. Plaintiffs further contend that the Action is appropriate for class
27 certification on the basis that the claims meet the requisites for class certification. Without
28 admitting that class certification is proper, Defendant has stipulated that the above Class may be

1 certified for settlement purposes only. (Agreement at ¶ II(43).) The Parties agree that certification
2 for settlement purposes is not an admission that class certification would be proper if the class
3 certification issue were litigated. Further, the Agreement is not admissible in this or any other
4 proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes of
5 settling the Action, the Parties stipulate and agree that the requisites for establishing class
6 certification with respect to the Class are satisfied.

7 14. Class Counsel has conducted a thorough investigation into the facts of the class
8 action. Over the course of the litigation, Class Counsel has diligently evaluated the Class Members'
9 claims against Defendant. Prior to the settlement negotiations, counsel for Defendants provided
10 Class Counsel with access to necessary information for the Class. In addition, Class Counsel
11 previously negotiated settlements with other employers in actions involving nearly identical issues
12 and analogous defenses. Based on the foregoing data and their own independent investigation,
13 evaluation and experience, Class Counsel believes that the settlement with Defendants on the terms
14 set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in
15 light of all known facts and circumstances, including the risk of significant delay, defenses asserted
16 by Defendant, and potential appellate issues.

17
18 Settlement Terms and Plan of Allocation

19 15. The Gross Settlement Amount is Three Million Nine Hundred Twenty-Five
20 Thousand Dollars (\$3,925,000). (Agreement at ¶ I(20).) Under the Settlement, the Gross
21 Settlement Amount consists of the following elements: (1) payment of the Settlement Shares to the
22 Class; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
23 Settlement Administration Expenses; (4) Class Representative Service Payments to the Plaintiffs;
24 and (5) the PAGA Payment. (Agreement at ¶ I(20).) The Gross Settlement Amount does not
25 include Defendant's share of payroll taxes. (Agreement at ¶ III(46).) The Gross Settlement
26 Amount shall be all-in with no reversion to Defendant. (Agreement at ¶ III(46).)

27 16. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay
28 Defendant's share of payroll taxes within fifteen (15) business days of the Effective Date.

(Agreement at ¶ III(50)(h).) The Settlement Shares to Participating Class Members will be mailed by the Settlement Administrator within fifteen (15) business days after the funding of the Gross Settlement Amount. (Agreement at ¶ III(50)(h).)

17. The Net Settlement Amount shall equal the net amount available for payment to the Class after deducting the Court-approved amounts for the Class Representative Service Payments, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Expenses. (Agreement at ¶ I(23).) The Net Settlement Amount will be distributed as the Settlement Shares to the Class Members who do not timely request exclusion (“Participating Class Members”). (Agreement at ¶¶ I(30) and III(48).) The Settlement Share will be calculated as follows: (a) the Settlement Administrator shall divide the Net Settlement Amount by the total number of Workweeks to determine a dollar amount per week (“Weekly Rate”); and (b) the Settlement Administrator shall then take the Workweeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share. A “Workweek” is any week in which any work was performed during the Class Period, but not weeks where no work was performed (e.g., the Participating Class Member was on leave). (Agreement at ¶ III(48)(b).) Workweeks will be based on Defendant’s records, however, Class Members will have the right to challenge the number of workweeks.

18. Class Members may choose to opt-out of the Settlement by following the directions in the Class Notice. (Agreement at ¶ III(50)(c)(iii) and Ex. A.) All Class Members who do not “opt out” will be deemed Participating Class Members who will be bound by the Settlement and will be entitled to receive a Settlement Share. Aggrieved Employees who opt out the Settlement will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims, regardless of their request for exclusion. (Agreement at ¶ III(50)(c)(iii).) Finally, the Class Notice will also advise the Class Members of their right to object to the Settlement and/or dispute their workweeks. (Agreement at ¶ III(50)(c)(i)-(ii), Ex. A.)

19. A Participating Class Member must cash his or her Settlement Share check within 180 days after it is mailed. (Agreement at ¶ III(50)(i).) The Settlement Administrator will send a reminder to Participating Class Members who have not cashed their checks within 120 days after its

1 last mailing to the affected individual. (Agreement at ¶ III(50)(i).) Any settlement checks not
2 cashed within 180 days will be voided and any funds from such uncashed checks will be paid to the
3 California State Controller's Unclaimed Property Fund in the name of the Participating Class
4 Member. (Agreement at ¶ III(50)(i).)

5 20. Following the receipt of bids from qualified vendors, the Parties have agreed to use
6 ILYM Group as the Settlement Administrator. (Agreement at ¶ III(49).) From the Gross
7 Settlement Amount, the Settlement Administrator shall be paid for the expenses of administering
8 the Settlement in an amount not to exceed \$30,000. (Agreement at ¶ III(47)(d).)

9 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
10 a sum not to exceed Thirty-five percent (35%) of the Gross Settlement Amount (i.e. \$1,373,750 if
11 the Gross Settlement Amount remains \$3,925,000), as the Class Counsel Fees Payment.
12 (Agreement at ¶ III(47)(b).) Class Counsel will also be allowed to apply separately for an award of
13 Class Counsel Litigation Expenses Payment in an amount not to exceed \$30,000. (Agreement at ¶
14 III(47)(b).) Subject to Court approval, the Agreement provides for a payment of no more than
15 \$7,500 each to the Plaintiffs as the Class Representative Service Payments. (Agreement at ¶
16 III(47)(a).) The Class Counsel Fee Payment, Class Counsel Litigation Expenses Payment, and
17 Class Representative Service Payments shall all be paid from the Gross Settlement Amount.

18 22. The Parties will seek approval from the Court for the PAGA Payment of \$150,000
19 out of the Gross Settlement Amount, which shall be allocated 75% (\$112,500) to the LWDA as the
20 LWDA's share of the PAGA Payment pursuant to PAGA and 25% (\$37,500) will be distributed to
21 the Aggrieved Employees based on their respective weeks worked during the PAGA Period.
22 (Agreement at ¶ III(47)(c).) All Aggrieved Employees will be sent their share of the PAGA
23 Payment and will be subject to the release of the Released PAGA Claims, whether or not they opt
24 out of the Settlement. (Agreement at ¶ III(47)(c).) As set forth in the accompany proof of service,
25 the LWDA has been served with this motion and the Agreement.

26
27 Risks of Continued Litigation and Standards for Approval

28 23. Plaintiffs and Class Counsel recognize the expense and length of continuing to

1 litigate and trying these Action against Defendants through possible appeals which could take
2 several years. Class Counsel has also taken into account the uncertain outcome and risk of
3 litigation, especially in complex class actions such as these Action. Class Counsel is also mindful
4 of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted
5 in the Action. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the
6 Settlement set forth in the Agreement is in the best interest of the Class Members.

7 24. Here, a number of defenses asserted by Defendant present serious threats to the
8 claims of the Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices
9 complied with all applicable Labor laws. Defendant argued that all work time was recorded and
10 paid. Defendant contends that their meal and rest period policies fully complied with California
11 law and that although Defendant's timekeeping system recorded meal periods, all meal periods
12 were provided. Further, Defendant argued that Defendant was not required to record rest periods
13 and that there was no evidence that rest periods were not provided given the facially lawful policies.
14 Finally, Defendant could argue that the Supreme Court decision in *Brinker v. Superior Court*, 53
15 Cal. 4th 1004 (2012), weakens Plaintiff's claims, on liability, value, and class certifiability as to the
16 meal and rest period claims. Defendant also argues that based on their facially lawful practices,
17 they acted in good faith and without willfulness, which if accepted would negate the claims for
18 waiting time penalties and/or inaccurate wage statements. In fact, under the current state of the law,
19 it is questionable whether these penalties could be awarded at all based upon the alleged meal and
20 rest period violations. If successful, Defendant's defenses could eliminate or substantially reduce
21 any recovery to the Class. While Plaintiffs believe that these defenses could be overcome,
22 Defendant maintain these defenses have merit and therefore present a serious risk to recovery by the
23 Class.

24 25. There was also a significant risk that, if the Action was not settled, Plaintiffs would
25 be unable to obtain class certification and thereby not recover on behalf of any employees other
26 than themselves. Defendant argued that the individual experience of each putative class member
27 varied with respect to the claims. Defendant could also contest class certification by arguing injury
28 and good faith were case by case determinations that precluded class certification. Plaintiffs are

1 aware of cases where class certification of similar claims was denied. *See e.g. Cacho v. Eurostar,*
2 *Inc.*, 43 Cal. App. 5th 885, 256 Cal. Rptr. 3d 547 (2019) (denying certification of meal and rest
3 break claims). Defendant also contended that individual differences in work experiences not only
4 impacted damages but would also impact certification. Finally, even if class certification was
5 successful, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank*
6 *National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class wide
7 recovery even where the class has been certified. While other cases have approved class
8 certification in wage and hour claims, class certification in this action would have been hotly
9 disputed and was by no means a foregone conclusion.

10 26. This settlement is therefore certainly entitled to preliminary approval. Were this
11 case to go to trial, the Plaintiffs and the other class members would need to prove, among other
12 things, that wages were owed on a class-wide basis. This was and is a substantial risk.

13 27. Plaintiffs will apply to the Court for a Class Representative Service Payment in
14 consideration for their service and for the risks undertaken on behalf of the class. (Agreement at ¶
15 III(47)(a).) Plaintiffs performed their duty admirably by working with Class Counsel. At this
16 stage, the requested service award amount of \$7,500 each is well within the accepted range of
17 awards for purposes of preliminary approval. *See e.g. Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018
18 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class member payment
19 was \$351); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D. Cal.
20 2014) (approving \$10,000 service award where class member recovery was \$375); *Rausch v.*
21 *Hartford Fin. Servs. Grp.*, 2007 U.S. Dist. LEXIS 14740, 2007 WL 671334 (D. Or. 2007)
22 (approving award of \$10,000 where class member recoveries were as little as \$150); *Louie v.*
23 *Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding
24 \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*,
25 2007 WL 221862, *16-17 (N.D. Cal. Jan. 27 2007) (awarding \$25,000 service award in overtime
26 class action and a pool of \$100,000.00 in enhancements). As explained in *Glass*, service awards
27 are routinely awarded to class representatives to compensate the employees for the time and effort
28 expended on the case, for the risk of litigation, for the fear of suing an employer and retaliation

1 there from, and to serve as an incentive to vindicate the statutory rights of all employees. 2007 WL
2 221862 at *16-17.

3 28. The stage of the proceedings at which this Settlement was reached also militates in
4 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
5 conducted a thorough investigation into the facts of the class action. Class Counsel began
6 investigating the Class Members' claims before the Action was filed. Class Counsel engaged in
7 formal discovery and conducted a review and analysis of the relevant documents and data. Class
8 Counsel was also experienced with the claims at issue here, as Class Counsel previously litigated
9 and settled similar claims in other actions. Accordingly, the agreement to settle did not occur until
10 Class Counsel possessed sufficient information to make an informed judgment regarding the
11 likelihood of success on the merits and the results that could be obtained through further litigation.

12 29. Based on the foregoing data and their own independent investigation and evaluation,
13 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the
14 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
15 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
16 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that
17 Counsel for both parties possessed sufficient information to make an informed judgment regarding
18 the likelihood of success on the merits and the results that could be obtained through further
19 litigation.

20
21 Class Certification Issues

22 30. Plaintiffs contend that the proposed settlement meet all of the requirements for class
23 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
24 the Court may appropriately approve the Class as defined in the Agreement. This Court should
25 conditionally certify the Class for settlement purposes only, defined as follows:

26 All individuals who are or were employed by Defendant Cigna Health & Life
27 Insurance Company in California who were classified as non-exempt employees
28 during the Class Period.

(Agreement at ¶ I(3).)

1 The “Class Period” is August 19, 2016 to January 21, 2022 . (Agreement at ¶ I(10).)

2 a. **Numerosity** - Here, Plaintiffs assert that the 1,423 current and former
3 employees that comprise the Class can be identified based on Defendant’s records and are
4 sufficiently numerous for class certification. This final figure for the size of the Class has been
5 verified by the Defendant in a declaration as required by the Agreement.

6 b. **Common Issues Predominate** - Here, Plaintiffs contend that common
7 questions of law and fact are present, and specifically the common questions of whether Defendant
8 properly compensated for alleged overtime, whether the Defendant failed to provide meal and rest
9 periods, whether class members were lawfully compensated for all hours worked, whether
10 Defendant failed to provide required expense reimbursement, and whether Class Members are
11 entitled to damages and penalties as a result of these practices.

12 c. **Typicality** - In the instant case, Plaintiffs contend that there can be little
13 doubt that the typicality requirement is satisfied. The Plaintiffs, like every other member of the
14 Class, worked for Defendant as non-exempt employee during the Class Period. Plaintiffs contend
15 that, like every other member of the Class, they were subject to the same practices and policies of
16 Defendant and are subject to the same defenses. Thus, Plaintiffs assert that the claims of the
17 Plaintiffs and the Class Members arise from the same course of conduct by the Defendant, involve
18 the same employment policies and practices of Defendant, and are based on the same legal theories.

19 d. **Adequacy** - Plaintiffs contend that the Class Members are adequately
20 represented here because Plaintiffs and representing counsel (a) do not have any conflicts of interest
21 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
22 requirement is met here. First, Plaintiffs are well aware of their duties as the representatives and
23 have actively participated in the prosecution of this case to date. They effectively communicated
24 with counsel, provided documents to counsel and participated in the investigation and negotiations
25 in the Action. Second, Plaintiffs retained competent counsel who are experienced in employment
26 class actions and who have no conflicts. Third, there is no antagonism between the interests of the
27 Plaintiffs and those of the Class. Both the Plaintiffs and the Class Members seek monetary relief
28 under the same set of facts and legal theories.

1 31. Blumenthal Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting
2 class action lawsuits and can competently represent the Class. Other lawyers at my firm and I have
3 extensive class litigation experience. We have handled a number of class actions and complex
4 cases and have acted both as counsel and as lead and co-lead counsel in a variety of these matters.
5 We have successfully prosecuted and obtained significant recoveries in numerous class action
6 lawsuits and other lawsuits involving complex issues of law and fact. My firm is particularly
7 experienced in wage and hour employment law class actions, including claims for misclassification,
8 overtime, expense reimbursement, unlawful deduction of wages, and missed rest and meal periods.
9 Blumenthal Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over
10 hundreds of wage and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has
11 been found to be adequate counsel by the courts throughout California. We have been approved as
12 experienced class counsel by both state and federal courts in California in contested class
13 certification proceedings. A true and correct copy of the resume of my firm is attached hereto as
14 Exhibit #2. Thus, the adequacy requirement is satisfied.

15 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
16 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
17 “A” to the Agreement.) The Class Notice will include, among other information: (i) information
18 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out; (iii)
19 information to the Class Members regarding how to opt out and how to object to the Settlement;
20 (iv) the estimated Settlement Share for each of the Class Members; (iii) the amount of attorneys’
21 fees and expenses to be sought; (v) the amount of the Plaintiffs’ service award requests; and (vi) the
22 anticipated expenses of the Settlement Administrator. The Class Notice will state that the Class
23 Members shall have sixty (60) days from the date that the Notice is mailed to them to request
24 exclusion (opt-out) or to submit an objection. (Agreement at ¶ III(50)(c).) In the event of a re-
25 mailing, this deadline will be extended by an additional 15 days. Class Members shall be given the
26 opportunity to object to the Settlement and/or requests for attorneys’ fees and expenses and to
27 appear at the Final Approval Hearing. (Agreement at ¶ III(50)(c)(i).) Class Members who do not
28 submit a timely and proper request to opt-out will automatically receive a payment of their

1 Settlement Share. This notice program was designed to meaningfully reach the Class Members and
2 it advises them of all pertinent information concerning the Settlement. The mailing and distribution
3 of the Class Notice satisfies the requirements of due process, and is the best notice practicable under
4 the circumstances and constitutes due and sufficient notice to all persons entitled thereto.

5
6 33. The PAGA Claims -

7 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
8 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
9 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
10 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
11 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
12 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
13 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
14 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
15 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
16 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
17 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
18 class members." (LWDA Response at p.4).

19 b. **Valuation of the PAGA Claim for Manufacturing Aggrieved Employees.**
20 For mediation, Plaintiffs' calculated the value of the alleged PAGA claim as to Aggrieved
21 Employees for civil penalties to be between \$2,733,250 and \$5,466,500 for a single violation in
22 every one of the 54,665 pay periods at issue in the PAGA Period, depending on whether the
23 violation was \$50 per pay period as in the case of Labor Code § 558(a)(1) or the standard amount of
24 \$100 per pay period for violation of Labor Code § 1198. This valuation assumed that PAGA civil
25 penalties would be awarded at the maximum rate per pay period but without stacking. The PAGA
26 allocation in the Settlement is the amount of \$100,000. This allocation is justified by several
27 important considerations. First, the PAGA claim was subject to the same risks as the underlying
28 class claims. Second, Defendants asserted additional defenses to the PAGA claim, not only as to

1 liability but also as to the amount of the penalties. Defendants could also argue that no penalties
2 prior to the PAGA notification should be awarded, and I am aware of one Court which has so ruled.
3 These additional defenses present a risk to the PAGA claim and the potential that some or all of the
4 PAGA penalties sought may not be awarded. Third, civil penalties may not be awarded at the
5 maximum rate. In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a
6 judgment which only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any
7 PAGA penalties awarded could be significantly less than Plaintiffs' calculation even where
8 Plaintiffs prevailed on the PAGA claim. Even if we assume that violations for all 54,665 pay
9 periods were established, using the valuation from *Carrington* results in a more realistic recovery of
10 \$273,350 under PAGA. This means that the \$150,000 PAGA allocation is a reasonable percentage
11 of this potential PAGA recovery. Fourth, the interests of PAGA are also served by the Class
12 recovery under the reasoning of the LWDA in *O'Connor v. Uber*.

13 c. **Similar PAGA Settlements.** In reaching the settlement of the PAGA claim,
14 Class Counsel was also aware of what allocations other Courts have approved for similar PAGA
15 settlements as compared to the total settlement amount. A class settlement that allocates
16 approximately 1% of the total settlement value to resolve the PAGA claims applicable to the class
17 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
18 Courts typically approve PAGA settlement amounts in the range of between .27 to 1.7 percent of
19 the total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)
20 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*
21 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for
22 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637
23 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs,*
24 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA
25 for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
26 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9
27 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13
28 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million

common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or 0.34% of \$1,450,000 settlement amount).

1 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at 35% of the
2 Gross Settlement Amount. A fee award that is capped at 35% of the common fund is fair and
3 reasonable, and at the time of final approval, my firm will present lodestar to further support the
4 reasonableness of the requested fee award.

5 35. Class Representative Service Payments - The reasonableness of the requested service
6 award is also established by reference to the amounts that other California courts have found to be
7 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,
8 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service
9 award); *Aguilar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,
10 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
11 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);
12 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
13 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,
14 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service
15 awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No.
16 BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award);
17 *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,
18 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.
19 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);
20 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
21 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*
22 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,
23 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los
24 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*
25 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,
26 2011)(awarding \$10,000 service award together with additional compensation for their general
27 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court
28 (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.

1 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);
2 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior
3 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*,
4 Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000
5 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los
6 Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser*
7 *Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28,
8 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa
9 Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
10 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,
11 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS
12 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award);
13 *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding
14 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside
15 County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security*
16 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
17 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange
18 County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security*
19 *Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23,
20 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior
21 Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*
22 *Inductrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug.
23 1, 2018) (awarding \$10,000 service award).

24 36. Settlement Administration -The estimate from ILYM Group was selected, as it
25 provided for an estimate of \$20,800 to perform the settlement administration for a Class up to
26 1,500. A true and correct copy of the estimate from Simpluris is attached hereto as Exhibit #3. I
27 have used ILYM Group successfully as the administrator in more than twenty class settlements in
28 the last several years and know them to be competent and experienced.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 15th day of April, 2022, at La Jolla, California.

By: /s/ Kyle Nordrehaug
Kyle Nordrehaug

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Jonathan Santiago and Adrian Avila (together, “Plaintiffs”) and defendant Cigna Health & Life Insurance Company (“Defendant”). Plaintiffs and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1. “Action” means (1) the class action filed in the Superior Court of the State of California for the County of Tulare, entitled *Jonathan Santiago vs. Cigna Health & Life Insurance Company*, Case No. VCU284004, removed to the United States District Court for the Eastern District of California, Case No. 1:20-CV-01413-JLT-SKO; and (2) the representative actions, entitled *Jonathan Santiago vs. Cigna Health & Life Insurance Company*, Case No. VCU283599, and *Adrian Avila vs. Cigna Health & Life Insurance Company*, Case No. VCU284920, pending in Superior Court of the State of California for the County of Tulare.
2. “Aggrieved Employees” means all individuals who are or were employed by Defendant Cigna Health & Life Insurance Company in California who were classified as non-exempt employees during the PAGA Period.
3. “Class” means all individuals who are or were employed by Defendant Cigna Health & Life Insurance Company in California who were classified as non-exempt employees during the Class Period.
4. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Edwin Aiwarzian, Arby Aiwarzian, and Joanna Ghosh of Lawyers for Justice, PC.
5. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the State Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses incurred in connection with the Action.
6. “Class Data” means, for each Class Member, his or her full name; last-known mailing address; Social Security number; his or her employee identification number; his or her email address (if known and available to Defendant); and Workweeks during the Class Period and Pay Periods worked during the PAGA Period.

7. “Class Member” is a member of the Class.
8. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantively in the form attached hereto as Exhibit A to this Agreement and incorporated by reference into this Agreement.
9. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator) along with a Spanish translation of the Class Notice.
10. “Class Period” means the period of time from August 19, 2016 to the earlier of January 21, 2022 or the Workweeks Threshold Date, as defined in Section I(36) of this Agreement.
11. “Class Representative Service Payment” means the service payment made to each of the Plaintiffs in their capacity as Class Representative in order to compensate them for their efforts in the Action.
12. “State Court” means the Superior Court of California, County of Tulare.
13. “Defendant” means Cigna Health & Life Insurance Company.
14. “Defendant’s Counsel” means Keith A. Jacoby, Linda Nguyen Bollinger and Jacqueline Menendez of Littler Mendelson, P.C.
15. “Effective Date” means the date by which all of the following have occurred:
 1. This Agreement is approved by the State Court; and
 2. The Judgment becomes Final as defined in Section I(18) of this Agreement.
16. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
17. “Federal Court” means the United States District Court, Eastern District of California.
18. “Final” means the last of the following dates, as applicable:
 1. If no objection to the Settlement is made, the date the Judgment is entered.
 2. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the day after the last date on which a notice of appeal from the Judgment may be filed and none is filed.

3. If Judgment is entered and a timely appeal from the Judgment is filed, the day after the date the Judgment is affirmed and is no longer subject to appeal.
19. “Final Approval Hearing” means the hearing to be conducted by the State Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
20. “Gross Settlement Amount” means Three Million Nine Hundred Twenty-Five Thousand Dollars (\$3,925,000) to be paid by Defendant as provided by this Agreement. This Gross Settlement Amount is an all-in amount without any reversion to Defendant and shall be inclusive of all payments of Settlement Shares to the Participating Class Members, Settlement Administration Expenses to the Settlement Administrator, Class Counsel Fees Payment to Class Counsel, Class Counsel Litigation Expenses Payment to Class Counsel, Class Representative Service Payments to Plaintiffs, and the PAGA Payment to the LWDA and Aggrieved Employees, and excluding employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant. The Gross Settlement Amount is all in with no reversion to Defendant and shall be paid without the need to submit a claim form.
21. “Judgment” means the Final Approval Order and Judgment entered by the State Court substantially in the forms attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
22. “LWDA” means the California Labor and Workforce Development Agency.
23. “Net Settlement Amount” means the Gross Settlement Amount less the court-approved amounts for the Class Representative Service Payments, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Expenses.
24. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
25. “Operative Complaint” means the First Amended Complaint to be filed in the *Santiago* PAGA Action to set forth all claims as alleged in the Action.
26. “PAGA” refers to the Private Attorneys General Act of 2004, codified at California Labor Code § 2698, *et seq.*
27. “PAGA Payment” means the amount of One Hundred and Fifty Thousand Dollars (\$150,000) allocated from the Gross Settlement Amount as civil penalties recovered pursuant to PAGA.
28. “PAGA Period” means the period of time from May 11, 2019 through the earlier of January 21, 2022 or the Workweeks Threshold Date.

- 29. “PAGA Notice” means the letters alleging violations of the Labor Code pursuant to PAGA served by the Plaintiffs on the Defendant and the LWDA, which letters are dated May 11, 2020 and July 30, 2020.
- 30. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- 31. “Preliminary Approval of the Settlement” means the State Court’s Order Granting Preliminary Approval of the Settlement substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 32. “Released Parties” means Defendant, Defendant’s respective past, present and future parents, subsidiaries, corporations, divisions, and successors and assigns, and the past, present and future shareholders, managers, officers, partners, members, directors, employees, attorneys, and insurers of Defendant.
- 33. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
- 34. “Settlement Administrator” means the third-party settlement administrator proposed by the Parties, as approved by the State Court.
- 35. “Settlement Share” means each Participating Class Member’s *pro rata* share of the Net Settlement Amount as provided by this Agreement.
- 36. “Workweek” means any workweek in which a settlement class member performed any work for compensation during the Class Period. It would not include, for example, workweeks where the entire workweek was spent on a leave.
- 37. “Workweek Threshold Date” means either (1) the date on which the total workweeks exceed 234,802 or (2) if the date the workweek threshold is reached is also the date the workweeks threshold is exceeded, then, the day before that date will be the date.

II. RECITALS

- 35. On August 19, 2020, Plaintiff Jonathan Santiago (“Plaintiff Santiago”) filed a Class Action Complaint for Damages against Defendant in the Superior Court of the State of California, County of Tulare, Case No. VCU284004 (“*Santiago Class Action*”). Plaintiff Santiago asserted claims that Defendant:
 - a. Failed to pay overtime wages in violation of California Labor Code §§ 510 and 1198;
 - b. Failed to provide required meal periods and pay meal period premiums in violation of California Labor Code §§ 226.7 & 512;
 - c. Failed to provide required rest periods and pay rest period premiums in violation of California Labor Code §§ 226.7;

- d. Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 and 1197.1;
 - e. Failed to pay wages when due upon termination of employment in violation of California Labor Code §§ 201 and 202; and,
 - f. Failed to timely pay wages when due during employment in violation of California Labor Code § 204; and,
 - g. Failed to provide accurate itemized wage statements in violation of California Labor Code § 226(a); and,
 - h. Failed to keep requisite payroll records in violation of California Labor Code § 1174(d);
 - i. Failed to reimburse employees for required expenses in violation of California Labor Code §§ 2800 and 2802; and
 - j. As a result of the above-described violations of California law, engaged in unfair business practices in violation of California Business & Professions Code §§ 17200, *et seq.*
36. On October 2, 2020, the *Santiago* Class Action was removed to the United States District Court, Eastern District of California, Case No. 20-CV-01413-JLT-SKO.
 37. On July 15, 2020, Plaintiff Santiago filed a Complaint for Enforcement Under The Private Attorneys General Act, California Labor Code § 2698, *et seq.* against Defendant in the Superior Court of the State of California, County of Tulare, Case No. VCU283599, on behalf of the State of California, as a private attorney general, alleging a single cause of action against Defendant for recovery of civil penalties under PAGA (“*Santiago* PAGA Action”).
 38. On October 30, 2021, Plaintiff Adrian Avila (“Plaintiff Avila”) filed a Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Tulare, Case No. VCU284920, on behalf of the State of California, as a private attorney general, alleging a single cause of action against Defendant for recovery of civil penalties under PAGA (“*Avila* PAGA Action”).
 39. On May 20, 2021, the Court in the *Santiago* PAGA Action consolidated the *Santiago* PAGA Action with the *Avila* PAGA Action and designated the *Santiago* PAGA Action as lead.
 40. On January 14, 2021, the Plaintiff Santiago and Defendant participated in an all-day mediation presided over by Mark Rudy, a respected mediator of wage and hour representative and class actions. Following the mediation, the Parties, represented by their respective counsel, continued to engage in settlement negotiations, and ultimately, were able to agree to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of

Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

41. On October 25, 2021, a Notice of Settlement was filed in the *Santiago* Class Action, notifying the Federal Court that a settlement in principle was reached, and requesting that the *Santiago* Class Action be stayed pending approval of the Settlement by the State Court.
42. On October 27, 2021, a Minute Order was signed in the *Santiago* Class Action, granting the parties' request and staying the *Santiago* Class Action pending approval of the Settlement by the State Court.
43. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

44. **Amended Complaint.** The Parties hereby agree to stipulate to amend the *Santiago* PAGA Action to set forth all claims as alleged in the *Santiago* Class Action pending in the United States District Court for the Eastern District of California.
45. **Consolidation of Claims.** The Parties have and agree to continue to take any and all steps necessary to consolidate the claims and parties into one case for seeking approval of the Settlement, including and not limited to, stipulating to remand the *Santiago* Class Action to State Court, only if required for settlement approval purposes, and consolidate that case with the *Santiago* PAGA Action and the *Avila* PAGA Action, in which event the State Court shall retain continuing jurisdiction over the case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this Settlement.
46. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is Three Million Nine Hundred Twenty-Five Thousand (\$3,925,000). This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages which shall be separately paid by Defendant to the Settlement Administrator. All of the Gross Settlement Amount will be disbursed pursuant to

this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant.

47. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:

- a. **To Plaintiffs:** In addition to the Settlement Shares to be paid to Plaintiffs, Plaintiffs will apply to the State Court for an award of not more than \$7,500 each as Class Representative Service Payments, which is combined total of \$15,000 in Class Representative Service Payments. Defendant will not oppose Class Representative Service Payments of no more than \$7,500 for each of the Plaintiffs. The Settlement Administrator will pay the Class Representative Service Payments approved by the State Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payments of less than \$7,500, for each of the Plaintiffs, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Form 1099 will be issued to each of the Plaintiffs with respect to the Class Representative Service Payments, and Plaintiffs will assume full responsibility and liability for the taxes due on their Class Representative Service Payments. In addition to the Gross Settlement Amount, Plaintiff Avila will also be paid for resolution of his wrongful termination claim, JAMS Reference No. 1110026350 pursuant to a separate contractual settlement agreement which can be provided to the Court *in camera* upon request.
- b. **To Class Counsel:** Class Counsel will apply to the State Court for an award of not more than Thirty-Five percent (35%) of the Gross Settlement Amount, which is presently \$1,373,750, as their Class Counsel Fees Payment and an amount not more than \$30,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. The Class Counsel Fees Payment shall be allocated 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 50% to Lawyers for Justice, PC. Defendant will not oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the State Court. The Settlement Administrator will pay the amounts approved by the State Court out of the Gross Settlement Amount. If the State Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than these amounts, which are presently \$1,373,750, and \$30,000 respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Forms 1099 will be issued to Class Counsel with respect to the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. With respect to the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Settlement Administrator may purchase annuities to utilize United States Treasury Bond or other attorney fee deferral vehicles on behalf of Class Counsel. Any additional expenses in connection with

utilizing attorney fee deferral vehicles shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Expenses.

- c. **The PAGA Payment.** The Parties will seek approval from the State Court for the PAGA Payment of \$150,000 out of the Gross Settlement Amount, which shall be allocated 75% (\$112,500) to the LWDA as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$37,500) will be distributed to the Aggrieved Employees based on their respective Pay Periods worked during the PAGA Period. A "Pay Period" is any pay period in which any work was performed during the PAGA Period, but not pay periods where no work was performed (e.g., the Aggrieved Employee was on leave). If the Court approves a PAGA Payment of less than \$150,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties and not be subject to wage withholdings, and shall be reported on IRS Form 1099. The Settlement Administrator shall divide 25% of the PAGA Payment by the total number of Pay Periods to determine a dollar amount per Pay Period ("Pay Period Rate"); and the Settlement Administrator shall then take the Pay Periods worked by each Aggrieved Employee and multiply it by the Pay Period Rate to calculate their share of the PAGA Payment.
 - d. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$30,000 ("Settlement Administration Expenses"). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$30,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. At the election of Defendant, the Settlement Administration Expenses may be paid directly by Counsel for Defendant to the Settlement Administrator and such amounts will be credited to the amount owed by Defendant to satisfy the remaining obligations under this Agreement.
48. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:
- a. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net

Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.

- b. **Calculation.** Each Participating Class Member will be entitled, provisionally, to a share of the Net Settlement Amount. The Settlement Share for each Participating Class Member will be calculated as follows: (i) Defendant shall provide the Settlement Administrator with the Class Data; (ii) the Settlement Administrator shall then divide the Net Settlement Amount by the total number of Workweeks to determine a dollar amount per week (“Weekly Rate”); and (iii) the Settlement Administrator shall then take the Workweeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share. A “Workweek” is any week in which any work was performed during the Class Period, but not weeks where no work was performed (e.g., the Participating Class Member was on leave).
- b. **Withholding.**
 - i. Subject to approval by the Court, One-Third (1/3) of each Participating Class Member’s Settlement Share is allocated as wages (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid for from the Gross Settlement Amount. The Settlement Administrator shall be responsible for remitting to the tax authorities employees’ and employer’s share of all payroll taxes on the Wage Portion.
 - ii. Subject to approval by the Court, Two-Thirds (2/3) of each Participating Class Member’s Settlement Share is allocated as interest, non-wage damages, and penalties (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.
- c. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.
- d. **Class Size and Workweek Modification.** Defendant has represented that from the period beginning August 19, 2016 to October 21, 2021, Class Members worked approximately 213,456 workweeks. In regard hereto, Defendant will provide a declaration under oath prior to the filing of the motion for preliminary approval as to the number of Class Members and workweeks Class Members worked during the Class Period. Defendant has represented that for the four-year statute of limitations beginning August 19, 2016, to October 21, 2021 there are approximately 213,456

workweeks, and for the one-year PAGA statute of limitations beginning May 11, 2019 to October 21, 2021, there are approximately 52,001 Pay Periods.

49. **Appointment of Settlement Administrator.** After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint ILYM Group as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating payments to Participating Class Members and Aggrieved Employees; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of payments to Participating Class Members and Aggrieved Employees, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

50. **Procedure for Approving Settlement.**

a. **Motion for Preliminary Approval of Settlement by the Court.**

- i. After Execution of this Agreement, Plaintiffs will file a Preliminary Approval Motion with the State Court for an order granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval"). Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the mediator for resolution.

- ii. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
 - iii. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of releases or the binding effect of the Settlement), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.
- b. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share) as follows:
- i. No later than fourteen (14) calendar days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. If any or all of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III(50)(b)(iii), or pursuant to Defendant's express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel. This provision shall not be construed to impede Class Counsel's ability to discharge their fiduciary duties to the Class, and if additional disclosures are necessary, Class Counsel will obtain written authorization of Defendant and/or an order from the Court.
 - ii. The Settlement Administrator shall update the Class Data using skip trace search prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement. The Class Notice, and any email containing the re-mailed Class Notice,

shall be translated into Spanish and the Spanish translation shall be included in the Class Notice Packet.

- iii. If a Class Notice Packet is returned within ten (10) business days of initial mailing, because of an incorrect address, the Settlement Administrator will promptly re-mail the Class Notice Packet to the Class Member no later than seven (7) business days after the receipt of the undelivered Class Notice. The Settlement Administrator will also email a copy of the re-mailed Class Notice to the Class Member if there is an available email address in the Class Data. The Settlement Administrator will use the Class Data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Response Deadline will be extended an additional fifteen (15) calendar days, and the extended Response Deadline will be set forth in the re-mailed Class Notice, and the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.
- iv. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.
- v. Not later than ten (10) calendar days before the date by which the Plaintiffs file the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

- c. **Objections to Settlement; Disputes as to Workweeks allocated to Class Members; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and/or objections to the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. Class Members may also submit disputes as to workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:
- i. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator, postmarked no later than sixty (60) calendar days after the Settlement Administrator mails the Class Notice Packets (“Response Deadline”). Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Class Notice, however, the Court will decide if a written objection is invalid simply because it does not contain all of the information requested. Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments. Non-Participating Class Members shall have no ability to comment on or object to the Settlement.
- ii. **Disputes as to Workweeks.** Each Class Member may dispute the number of Workweeks credited to them as reflected in the Class Notice. Such disputes must be in writing, submitted to the Settlement Administrator, postmarked no later than the Response Deadline. Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from Defendant’s Counsel, where applicable. In the event either party or both parties believe the Settlement Administrator has incorrectly resolved the dispute, that party may bring to the attention of the Court any dispute they believe requires Court input or resolution at the final approval hearing and the Court will have the final authority to resolve the dispute.
- iii. **Election Not to Participate in Settlement.** Class Members who wish to exclude themselves from the Settlement may do so in writing in conformity with the requirements set forth in the Class Notice, that is submitted to the Settlement Administrator, postmarked no later than the Response Deadline. To be valid, an Election Not to Participate in Settlement must be timely and should

comply with the instructions in the Class Notice, however, the Court shall determine whether an Election Not to Participate in Settlement is invalid simply because it does not contain all of the information requested. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. Aggrieved Employee will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion. Defendant will remain free to contest any claim brought by any Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

iv. **Report.** Not later than ten (10) calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administrator will provide Class Counsel and Defendant's Counsel with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.

d. **Right of Defendant to Reject Settlement.** If the number of Class Members who timely submit valid Elections Not to Participate in Settlement exceeds three percent (3%) of the Class, Defendant, at its sole discretion, shall have the right but not the obligation to revoke the Settlement. Defendant shall exercise its revocation rights, if at all, within fourteen (14) calendar days of the deadline for submission of Elections Not to Participate in Settlement by providing written notice to Class Counsel. If Defendant exercises its revocation rights, the Parties will have

no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Settlement Administration Expenses as of the date that Defendant exercises the right to void the Settlement pursuant to this Paragraph will be paid by Defendant.

- e. **No Solicitation.** The Parties and their respective counsel represent that neither the Parties nor their respective counsel have or will solicit any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.

- f. **Additional Briefing and Final Approval.**

- i. Unless otherwise ordered by the Court, Class Counsel will file with the State Court their motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments no later than the date Plaintiffs file the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
- ii. Not later than sixteen (16) business days before the Final Approval Hearing, the Plaintiffs will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses.
- iii. If any opposition is filed to the motion for final approval and/or the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment, then not later than five (5) business days before the Final Approval Hearing, the Parties may file a reply in support of the motion for final approval, and Plaintiffs and Class Counsel may also file a reply in support of their motion for the Class Representative Service Payment, the Class Counsel Fees Payments, and the Class Counsel Litigation Expenses Payment.
- iv. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of releases and binding effect of this Agreement), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the PAGA Payment, Class Representative Service Payments, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.

- v. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached hereto as Exhibit C. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.
- g. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen (14) calendar days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payments or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
- h. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Defendant shall fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within fifteen (15) business days of the Effective Date. Within fifteen (15) business days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to all Participating Class Members, even if their Class Notice was undeliverable, as well as payment of Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments and the PAGA Payment in accordance with this Agreement.
- i. **Uncashed Settlement Checks.** Before checks are mailed, the Settlement Administrator shall update address information through the National Change of Address database. A Participating Class Member or Aggrieved Employee must cash his or her Settlement Share check within one hundred eighty (180) calendar days after it is mailed to him or her. The expiration

date of the check must be conspicuously printed on the check. If a check is returned to the Settlement Administrator or not cashed within one hundred twenty (120) calendar days after the last mailing, the Settlement Administrator will make all reasonable efforts to re-mail it to the affected individual at his or her correct address by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook. If a Participating Class Member's or Aggrieved Employee's check is not cashed within one hundred twenty (120) calendar days after its last mailing to the affected individual, the Settlement Administrator will also send the individual a notice informing him or her that unless the check is cashed in the next sixty (60) calendar days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the sixty (60) calendar day period after this notice, the funds from such uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check, and the Participating Class Member or Aggrieved Employee will remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members or Aggrieved Employees, whether or not they all cash their Settlement Share checks.

- j. **Final Report by Settlement Administrator to Court.** Within ten (10) calendar days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

51. **Release of Claims.**

- a. **Participating Class Members.** Upon the Effective Date and full funding of the Gross Settlement Amount, Defendant shall receive a release from the Participating Class Members of all claims pled or that could have been pled based on the factual allegations contained in the Operative Complaint which occurred during the Class Period, for violations of Labor Code sections §§ 210, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800 and 2802 and IWC Wage Order Nos. 1 and 4, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, and workers' compensation, claims outside of the Class Period ("Released Class Claims").
- b. **Aggrieved Employees.** Upon the Effective Date and full funding of the Gross Settlement Amount, Defendant shall receive a release from Aggrieved Employees of all claims pled or that could have been pled based on the factual allegations contained in the Operative Complaint and

PAGA Notice which occurred during the PAGA Period, for civil penalties for violations of the California Labor Code sections §§ 210, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800 and 2802 and IWC Wage Order Nos.1 and 4, (“Released PAGA Claims”). The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class. The Released PAGA Claims do not include PAGA claims outside of the PAGA Period, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.

- c. **Plaintiffs.** Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs generally, release and discharge the Released Parties from any and all claims, transactions or occurrences between them that occurred during the Class Period (“Plaintiffs’ Released Claims”). This release of Plaintiffs’ Released Claims releases the Released Parties from any claim that Plaintiffs could maintain in any action against any Released Party that occurred during the Class Period. Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights which as a matter of law cannot be waived and also does not extend to claims released by private agreement between Plaintiff Avila and Defendant regarding Plaintiff Avila’s claims filed in arbitration, JAMS Reference No. 1110026350.

Plaintiffs acknowledge that they may discover facts or law different from, or in addition to the facts or law that they know or believe to be true with respect to the claims and matters released by way of this Agreement and agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete.

- d. **Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payments, the Plaintiffs’ Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiffs discover facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Plaintiffs’ Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiffs’ Released Claims, Plaintiffs expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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.

- e. **Class Counsel.** As of the date the Defendant fully funds the Gross Settlement Amount, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendant arising from or related to the Action.
- 52. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs, Participating Class Members, or Aggrieved Employees and Plaintiffs, Participating Class Members, and Aggrieved Employees will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- 53. **Limitation on Public Statements About Settlement.** Neither Class Counsel nor Defendant's Counsel shall publicize the Settlement prior to the Court granting preliminary approval, other than filing documents with the Court and submitting materials required by statute to the LWDA. Plaintiffs and Class Counsel and Defendant and Defendant's Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement. If Plaintiffs or Class Counsel or Defendant or Defendant's Counsel receives an inquiry about the Settlement from the media, they may respond only after the Motion for Preliminary Approval has been filed and only by confirming the accurate terms of the Settlement. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations, from posting court-filed documents on their website for viewing by Class Members after preliminary approval, or from referring to publicly-available information about the Action or Settlement in court filings to demonstrate Class Counsel's adequacy and experience. The Judgment shall be posted on a website, and individualized notice of the Judgment will not be required to be provided to the Class. Nothing in this provision shall prevent Defendant or Plaintiffs from making any required disclosures.

IV. MISCELLANEOUS TERMS

- 54. **No Admission of Liability or Class Certification for Other Purposes.**
 - a. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly

disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiffs that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiffs and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be constructed as an admission by Defendant of any liability or wrongdoing as to Plaintiffs, Class Members, or any other person, and Defendant specifically disclaim any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate. The Parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiffs that Plaintiffs' claims do not have merit or that class action is inappropriate.

- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiffs or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may only be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

55. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

56. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.
57. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
58. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
59. **Modification of Agreement.** Except as set forth in section 56 hereinabove this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
60. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
61. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
62. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
63. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
64. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

65. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

Edwin Aiwarzian
Arby Aiwarzian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020
Email: edwin@calljustice.com
arby@calljustice.com
joanna@calljustice.com

To Defendant:

Keith A. Jacoby
Linda Nguyen Bollinger
Jacquelin Menendez
LITTLER MENDELSON P.C.
2049 Century Park East
5th Floor
Los Angeles, California 90067
Tel.: (310) 553-0308
Fax: (310) 553-5583
Email: kjacoby@littler.com
lbollinger@littler.com

66. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any

executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

67. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 from the date of the signing of this agreement by all parties until the entry of the Judgment, or if Judgment is not entered, the date this agreement is no longer be of any force or effect.

68. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

V. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 03/16/2022

Electronically Signed _____ 2022-03-16 21:29:22 UTC - 166.216.158.211
[Signature]
VeriSign AssureSign® _____ 79416a29-58e4-425f-8211-ae5a0161913

Plaintiff Jonathan Santiago

Dated: _____

Plaintiff Adrian Avila

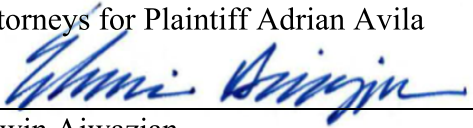
Dated: _____

[name]
For Defendant Cigna Health & Life Insurance Company

Dated: _____

Norman Blumenthal
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorneys for Plaintiff Adrian Avila

Dated: _____



Edwin Aiwanian
Lawyers for Justice, PC
Attorneys for Plaintiff Jonathan Santiago

executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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V. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Jonathan Santiago

Dated: Mar 16, 2022

Adrian Avila (Mar 16, 2022 14:11 PDT)
Plaintiff Adrian Avila

Dated: _____

[name]
For Defendant Cigna Health & Life Insurance Company

Dated: _____
Norman Blumenthal
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorneys for Plaintiff Adrian Avila

Dated: _____
Edwin Aiwazian
Lawyers for Justice, PC
Attorneys for Plaintiff Jonathan Santiago

executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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68. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

V. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Jonathan Santiago

Dated: _____
Plaintiff Adrian Avila

3/17/2022 | 13:48
Dated: _____
DocuSigned by:
Kari K. Stevens
A1B5CD5817924E5...
Kari K. Stevens [name]
For Defendant Cigna Health & Life Insurance Company

Dated: _____
Norman Blumenthal
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorneys for Plaintiff Adrian Avila

Dated: _____
Edwin Aiwarzian
Lawyers for Justice, PC
Attorneys for Plaintiff Jonathan Santiago

executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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68. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

V. EXECUTION BY PARTIES AND COUNSEL

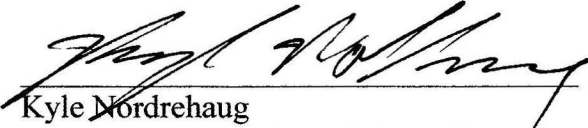
The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Jonathan Santiago

Dated: _____
Plaintiff Adrian Avila

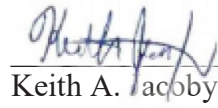
Dated: _____

[name]
For Defendant Cigna Health & Life Insurance Company

Dated: 3/16/22

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorneys for Plaintiff Adrian Avila

Dated: _____
Edwin Aiwarzian
Lawyers for Justice, PC
Attorneys for Plaintiff Jonathan Santiago

Dated: _____

A handwritten signature in blue ink, appearing to read "Keith A. Jacoby", is written over a horizontal line.

Keith A. Jacoby

Little Mendelson P.C.

Attorneys for Defendant Cigna Health & Life Insurance Company

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

**(Jonathan Santiago vs. Cigna Health & Life Insurance Company,
Superior Court of the State of California, County of Tulare, Case No. VCU283599; Adrian
Adrian Avila vs. Cigna Health & Life Insurance Company, Superior Court of the State of
California, County of Tulare Case No. VCU284920)**

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

1. Why did I get this Notice?

A proposed class action settlement of the above-captioned actions (the “Settlement”) pending in the Superior Court of the State of California, in and for the County of Tulare (the “Court”) has been reached between Plaintiffs Jonathan Santiago and Adrian Avila (“Plaintiffs”) and Defendant Cigna Health & Life Insurance Company (“Defendant”) and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All individuals who are or were employed by Defendant Cigna Health & Life Insurance Company in California who were classified as non-exempt employees during the Class Period.

The “Class Period” is August 19, 2016 to January 21, 2022.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<< >>. See the explanation in Section 5 below. If you do nothing, you will be considered a Participating Class Member and will be part of the Settlement as explained more fully below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the Settlement Share payment, you will release the Released Class Claims as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself The Response Deadline is	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Settlement. However, if you are an Aggrieved Employee who opts out, you will still be paid your allocation of the PAGA Payment

	and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion. If you choose to do so, you must notify the Settlement Administrator as explained in Section 7 below.
Object The Response Deadline is [REDACTED]	Write to the Court about why you do not agree with the Settlement or appear at the Final Approval Hearing to make an oral objection. Instructions are provided in Section 8 below.

Your options are further explained in this Class Notice. To exclude yourself from, or object to, the Settlement you must take action by certain deadlines. If you want to be part of the Settlement as proposed, you don't need to do anything to obtain your share of the Settlement. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

2. What is this class and representative action lawsuit about?

On August 19, 2020, Plaintiff Jonathan Santiago ("Plaintiff Santiago") filed a Class Action Complaint for Damages against Defendant in the Superior Court of the State of California, County of Tulare (Case No. VCU284004), alleging the following class claims against Defendant: failure to pay overtime wages, failure to provide required meal periods and pay meal period premiums, failure to provide required rest periods and pay rest period premiums, failure to pay minimum wages, failure to timely pay wages at termination, failure to timely pay wages during employment, failure to provide accurate itemized wage statements, failure to keep requisite payroll records; failure to provide reimbursement of required expenses, and unfair competition (the "*Santiago Class Action*"). On October 2, 2020, the *Santiago Class Action* was removed to the United States District Court, Eastern District of California (Case No. 1:20-CV-01413-JLT-SKO). On July 15, 2020, Plaintiff Santiago filed a separate Complaint for Enforcement Under The Private Attorneys General Act, California Labor Code § 2698, *et seq.* ("PAGA") against Defendant in the Superior Court of the State of California, County of Tulare (Case No. VCU283599), on behalf of the State of California, as a private attorney general, alleging a single cause of action against Defendant for recovery of civil penalties under PAGA (the "*Santiago PAGA Action*").

On October 30, 2020, Plaintiff Adrian Avila ("Plaintiff Avila") filed a Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Tulare (Case No. VCU284920), on behalf of the State of California, as a private attorney general, alleging a single cause of action against Defendant for recovery of civil penalties under PAGA (the "*Avila PAGA Action*").

On May 20, 2021, the Court in the *Santiago PAGA Action* consolidated the *Santiago PAGA Action* with the *Avila PAGA Action* and designated the *Santiago PAGA Action* as lead. Collectively, these lawsuits are referred to as the "Action".

As part of this Settlement, on [REDACTED], Plaintiffs filed a First Amended Complaint in the *Santiago PAGA Action*, to effectively consolidate all of the claims and Plaintiffs to address all issues in this Settlement (the "Operative Complaint").

Defendant denies and disputes all such claims. Specifically, Defendant contends that Plaintiffs and the Class Members were properly compensated for wages under California law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant complied with California wage statement and payroll requirements; that Defendant did not fail to provide reimbursement of required expenses; that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action; and that this Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of Lawyers *for* Justice, PC and Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Three Million Nine Hundred Twenty-Five Thousand Dollars (\$3,925,000.00) (the “Gross Settlement Amount”) to fund the settlement of this Action. The Gross Settlement Amount includes all payments of Settlement Shares to Participating Class Members, the Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment for civil penalties. Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be separately paid by Defendant.

Within fifteen (15) business days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. The “Effective Date” is the date the Judgment is entered, or if there are objections or any appeal, the date the Judgment is final and no longer subject to appeal. Fifteen (15) business days after the settlement is funded, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members.

Amounts to be Paid From the Gross Settlement Amount. The proposed payments subject to Court approval will be deducted from the Gross Settlement Amount before Settlement Shares are made to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$30,000, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Settlement Shares and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys’ fees not to exceed 35% of the Gross Settlement Amount, which is presently \$1,373,750, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$30,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payments. Class Representative Service Payments in an amount not to exceed \$7,500 to each of the two Plaintiffs, or such lesser amount as may

be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.

- PAGA Payment. A payment of \$150,000 relating to the claim for penalties under the Private Attorney Generals Act (“PAGA”), \$112,500 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA Payment”). The remaining \$37,500 will be distributed to the Aggrieved Employees based on their respective Pay Periods worked during the PAGA Period (May 11, 2019 through January 21, 2022). “Aggrieved Employees” mean all individuals who are or were employed by Defendant Cigna Health & Life Insurance Company in California who were classified as non-exempt employees during the PAGA Period. A “Pay Period” is any pay period in which any work was performed during the PAGA Period, but not pay periods where no work was performed (e.g. the Aggrieved Employee was on leave). All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement.

Calculation of Payments to Class Members. After all of the payments of the Court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$ [REDACTED], based upon the above proposed deductions. Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member, which shall be calculated as follows: (a) the Settlement Administrator shall divide the Net Settlement Amount by the total number of Workweeks to determine a dollar amount per week (“Weekly Rate”); and (iii) the Settlement Administrator shall then take the Workweeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share. A “Workweek” is any week in which any work was performed during the Class Period, but not weeks where no work was performed (e.g. the Participating Class Member was on leave).

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. One-third (1/3) of each Participating Class Member’s Settlement Share is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Two-Thirds (2/3) of each Participating Class Member’s Settlement Share is in settlement of claims for interest, non-wage damages and penalties allegedly due to employees (the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant’s Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member

may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, Defendant shall receive a release from the Participating Class Members of all claims pled or that could have been pled based on the factual allegations contained in the Operative Complaint which occurred during the Class Period, for violations of Labor Code sections §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800 and 2802, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, and workers' compensation, claims outside of the Class Period ("Released Class Claims").

This means that, if you do not timely exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about Released Class Claims resolved by the Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, Defendant shall receive a release from Aggrieved Employees of all claims pled or that could have been pled based on the factual allegations contained in the Operative Complaint and PAGA Notice which occurred during the PAGA Period, for civil penalties for violations of the California Labor Code sections §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800 and 2802, ("Released PAGA Claims"). The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class. The Released PAGA Claims do not include PAGA claims outside of the PAGA Period, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

5. How much will my payment be?

The Weekly Rate is estimated to be <<\$ [REDACTED]>>. Defendant's records reflect that you have worked << [REDACTED]>> Workweeks for Defendant as a Class Member during the Class Period (August 19, 2016 to January 21, 2022).

Based on this information, your estimated Settlement Share from the Net Settlement Amount is << [REDACTED]>>.

If you wish to challenge the information set forth above, then you must submit a written and signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than _____ [sixty (60) days after the mailing of the Class Notice or 75 days after the Class Notice in the case of re-mailing] ("Response Deadline").

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator can be contacted at: [REDACTED] or (800) [REDACTED].

The Court will hold a Final Approval Hearing on [REDACTED], at [REDACTED] to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service awards to the Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive a Settlement Share from the Settlement, and you will not be bound by the Settlement which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless whether they submit a request for exclusion.

To opt out, you must mail to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline, which is [REDACTED] [sixty (60) days after the date of the Class Notice or 75 days after the Class Notice in the case of re-mailing]. The request to opt-out must be postmarked or received by the Settlement Administrator by this deadline and should: (1) contain a clear statement that you are requesting to opt out of, or be excluded from the Settlement and Released Class Claims in the *Santiago vs. Cigna* lawsuit; (2) contain the name, address, and the last four digits of the Social Security Number of the person requesting exclusion; and (3) be signed by the Class Member or his or her lawful representative. Please include the name and number of the case, which is *Santiago vs. Cigna*, Case No. VCU283599. The request to opt-out must be signed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is [REDACTED]. Written requests for exclusion that are postmarked after [REDACTED], or are incomplete or unsigned may be rejected; and if so, those Class Members will remain bound by the Settlement and the Released Class Claims described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing should state the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant, and describe why you believe the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case, which is *Santiago vs. Cigna*, in the Superior Court of the State of California, County of Tulare, Case No. VCU283599.

All written objections must be mailed to the Settlement Administrator at [REDACTED], no later than [REDACTED] [sixty (60) days after the date of the Class Notice or 75 days after the Class Notice in the case of re-mailing].

Alternatively, Class Members may appear remotely at the Final Approval Hearing on [REDACTED] at [REDACTED] to make an oral objection without submitting a written objection or to otherwise participate in the Final Approval Hearing. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.tulare.courts.ca.gov/>. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Settlement Share.

The addresses for Parties' counsel are as follows:

Class Counsel:

Edwin Aiwarzian
Arby Aiwarzian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020
Email: edwin@calljustice.com
arby@calljustice.com
joanna@calljusticeec.com

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw
LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Keith A. Jacoby
Linda Nguyen Bollinger
LITTLER MENDELSON P.C.
2049 Century Park East, 5th Floor
Los Angeles, California 90067
Email: kjacoby@littler.com
lbollinger@littler.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at [REDACTED] on [REDACTED], at the Tulare County Superior Court, located at 221 S. Mooney Blvd., Visalia, CA 93291, in Department [REDACTED] before Judge [REDACTED]. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. If you are interested in participating in the Final Approval Hearing, you should confirm the date, time and location by contacting Class Counsel. **You are not required**

to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Santiago vs. Cigna Health*. In addition, hearing dates are posted on the Internet via the Case Information page for the California Superior Court for the County of Tulare (<https://online.tulare.courts.ca.gov/>) and entering the Case No. VCU283599.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at [REDACTED] or write to *Santiago vs. Cigna Health* Settlement Administrator, c/o [REDACTED]; or contact Class Counsel at 1-858-551-1223.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval, or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Santiago vs. Cigna Health*. You may also get more details by examining the Court's file on the Internet via the Case Information webpage for the Tulare County Superior Court (<https://online.tulare.courts.ca.gov/>) and entering the Case No. VCU283599. If you wish to view the Court files in person, you go to the Clerk's Office at 221 South Mooney Blvd, Room 201, Visalia, CA 93291.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void if not cashed within one hundred eighty (180) days after its mailing. In such event, the Settlement Administrator shall pay all unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check where the funds may be claimed.
- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF TULARE

JONATHAN SANTIAGO and ADRIAN
AVILA, individuals, on behalf of themselves,
on behalf of all persons similarly situated, and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiffs,

v.

CIGNA HEALTH & LIFE INSURANCE
COMPANY, a unknown business entity; and
DOES 1 through 100, Inclusive,

Defendants.

CASE NO.: **VCU283599**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date:
Hearing Time:

Judge: Hon, David C. Mathias
Dept.: 1

Action Filed:
Trial Date: None Set

PRELIMINARY APPROVAL ORDER

1 This matter, having come before the Honorable David C. Mathias of the Superior Court of
2 the State of California, in and for the County Tulare, on _____[DATE], for the motion by
3 Plaintiffs Jonathan Santiago and Adrian Avila (“Plaintiffs”) for preliminary approval of the class
4 settlement with Defendant Cigna Health & Life Insurance Company (“Defendant”). The Court,
5 having considered the briefs, argument of counsel and all matters presented to the Court and good
6 cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action
7 Settlement.

8
9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Class Action Settlement Agreement
11 (“Agreement”) attached as Exhibit ____ to the Declaration of Kyle Nordrehaug in Support of
12 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This is based on the
13 Court’s determination that the Settlement set forth in the Agreement is within the range of possible
14 final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure
15 and California Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all
17 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. The Gross Settlement Amount is Three Million Nine Hundred Twenty-Five
19 Thousand Dollars (\$3,925,000.00). It appears to the Court on a preliminary basis that the
20 settlement amount and terms are fair, adequate and reasonable as to all potential Class Members
21 when balanced against the probable outcome of further litigation and the significant risks relating
22 to certification, liability and damages issues. It further appears that investigation and research
23 have been conducted such that counsel for the Parties are able to reasonably evaluate their
24 respective positions. It further appears to the Court that settlement at this time will avoid
25 substantial additional costs by all Parties, as well as avoid the delay and risks that would be
26 presented by the further prosecution of the Action. It further appears that the Settlement has been
27 reached as the result of serious and non-collusive, arms-length negotiations. The Court therefore
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1 preliminarily finds that the Settlement is fair, adequate, and reasonable when balanced against the
2 probable outcome of further litigation and the significant risks relating to certification, liability,
3 and damages issues.

4 4. The Agreement specifies for an attorneys' fees award not to exceed 35% of the
5 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$30,000, and
6 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
7 \$7,500 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount
8 of any service award, until the Final Approval Hearing. Plaintiffs will be required to present
9 evidence supporting these requests, including lodestar, at the time of final approval.

10 5. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
11 certification of a class for settlement purposes only. This stipulation will not be deemed
12 admissible in this or any other proceeding should this Settlement not become final. For settlement
13 purposes only, the Court conditionally certifies the following Class: "all individuals who are or
14 were employed by Defendant Cigna Health & Life Insurance Company in California who were
15 classified as non-exempt employees during the Class Period." The Class Period is August 19,
16 2016 to January 21, 2022.

17 6. The Court concludes that, for settlement purposes only, the Class meets the
18 requirements for certification under section 382 of the California Code of Civil Procedure in that:
19 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
20 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
21 community of interest amongst the members of the Class with respect to the subject matter of the
22 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
23 the Plaintiffs can fairly and adequately protect the interests of the members of the Class; (e) a class
24 action is superior to other available methods for the efficient resolution of this controversy; and (f)
25 counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are adequate
26 representatives of the Class.

27 7. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
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1 Court provisionally appoints Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh of Lawyers *for*
2 Justice, PC and Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of
3 Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

4 8. The Court hereby approves, as to form and content, the Notice of Proposed
5 Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”) attached
6 to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and
7 accurately inform the Class of all material elements of the proposed Settlement, of the Class
8 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each
9 member’s right and opportunity to object to the Settlement. The Court further finds that the
10 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
11 and this Order meets the requirements of due process, is the best notice practicable under the
12 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
13 Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in
14 the Agreement.

15 9. The Court hereby appoints ILYM Group as Settlement Administrator. No later
16 than fourteen (14) calendar days after preliminary approval of the Settlement by the Court,
17 Defendant shall provide to the Settlement Administrator with the Class Data. The Settlement
18 Administrator will perform address updates and verifications as necessary prior to the mailing of
19 the Class Notice. Using best efforts to mail it as soon as possible, and in no event later than
20 fourteen (14) calendar days after receiving the Class Data, the Settlement Administrator will mail
21 the Class Notice to all Class Members via first-class U.S. Mail.

22 10. The Court hereby preliminarily approves the proposed procedure for exclusion
23 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
24 from the Class as provided in the Class Notice by following the instructions for requesting
25 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
26 postmarked by no later than sixty (60) calendar days after the date of the mailing of the Class
27 Notice and received by the Settlement Administrator. If the Class Notice Packet is re-mailed, the
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1 response date for requests for exclusion will be extended an additional 15 days. Any such person
2 who chooses to opt out of and be excluded from the Class will not be entitled to any recovery
3 under the Settlement and will not be bound by the Settlement or have any right to object, appeal or
4 comment thereon. Class Members who have not requested exclusion shall be bound by all
5 determinations of the Court, the Agreement and the Judgment. A request for exclusion may only
6 opt out that particular individual, and any attempt to effect an opt out of a group, class, or subclass
7 of individuals is not permitted and will be deemed invalid. Subject to the Court's final approval of
8 the Settlement, those Aggrieved Employees that worked during the PAGA Period May 11, 2019
9 through January 21, 2022, will still be paid their allocation of the PAGA Payment and will remain
10 subject to the release of the Released PAGA Claims in the Agreement regardless of any request
11 for exclusion from the Class.

12 11. Any Class Member who has not opted out may appear at the final approval hearing
13 and may object or express the Member's views regarding the Settlement, and may present
14 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
15 and determined by the Court as provided in the Notice. Class Members will have sixty (60)
16 calendar days from the date of the mailing of the Class Notices to submit their written objections
17 to the Settlement Administrator in accordance with the instructions in the Class Notice. If the
18 Class Notice Packet is re-mailed, the response date for written objections will be extended an
19 additional 15 days. Alternatively, Class Members may appear at the Final Approval Hearing to
20 make oral objections.

21 12. A Final Approval Hearing shall be held before this Court on _____
22 _____ at _____ in Department ____ at the Tulare County Superior Court to
23 determine all necessary matters concerning the Settlement, including: whether the proposed
24 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
25 adequate and reasonable and should be finally approved by the Court; whether the Final Approval
26 Order and Judgment should be entered herein; whether the plan of allocation contained in the
27 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to
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1 finally approve attorneys' fees and costs, the service awards, and the expenses of the Settlement
2 Administrator. All papers in support of the motion for final approval and the motion for attorneys'
3 fees, costs and service awards shall be filed with the Court and served on all counsel no later than
4 sixteen (16) court days before the hearing and both motions shall to be heard at the Final Approval
5 Hearing.

6 13. Neither the Settlement nor any exhibit, document, or instrument delivered
7 thereunder shall be construed as a concession or admission by Defendant in any way that the
8 claims asserted have any merit or that this Action was properly brought as a class or representative
9 action, and shall not be used as evidence of, or used against Defendant as, an admission or
10 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
11 omission by Defendant or with respect to the truth of any allegation asserted by any person.
12 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
13 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
14 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
15 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
16 evidence of a presumption, concession, indication or admission by Defendant of any liability,
17 fault, wrongdoing, omission, concession or damage.

18 14. In the event the Settlement does not become effective in accordance with the terms
19 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
20 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
21 and the Parties shall revert to their respective positions as of before entering into the Agreement,
22 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
23 including all available defenses and affirmative defenses, and arguments that any claim in the
24 Action could not be certified as a class action and/or managed as a representative action. In such
25 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
26 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
27 the Agreement with respect to the effect of the Agreement if it is not approved.

1 15. The Court reserves the right to adjourn or continue the date of the final approval
2 hearing and all dates provided for in the Agreement without further notice to Class Members, and
3 retains jurisdiction to consider all further applications arising out of or connected with the
4 proposed Settlement.

5 16. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
6 further orders of the Court at the Final Approval Hearing.

7 **IT IS SO ORDERED.**

8
9 Dated: _____

HON. DAVID C. MATHIAS
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

4876-0706-4086.1 / 108949-1001

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF TULARE

JONATHAN SANTIAGO and ADRIAN
AVILA, individuals, on behalf of themselves,
on behalf of all persons similarly situated, and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiffs,

v.

CIGNA HEALTH & LIFE INSURANCE
COMPANY, a unknown business entity; and
DOES 1 through 100, Inclusive,

Defendants.

CASE NO.: **VCU283599**

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date:
Hearing Time:

Judge: Hon, David C. Mathias
Dept.: 1

Action Filed:
Trial Date: None Set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiffs Jonathan Santiago and Adrian Avila (“Plaintiffs”) for an order
2 finally approving the Class Action Settlement Agreement (“Agreement”) with Defendant Cigna
3 Health & Life Insurance Company (“Defendant”), and the motion for attorneys’ fees and costs,
4 service payments, and the fees and expenses of the Settlement Administrator, duly came on for
5 hearing on _____ before the Honorable David C. Mathias.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of Tulare, and over all Parties to this litigation,
13 including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Three Million Nine Hundred
16 Twenty-Five Thousand Dollars (\$3,925,000.00) and the terms set forth in the Agreement are fair,
17 reasonable, and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On _____, the Court granted preliminary approval of the Settlement. At
26 this same time, the Court approved conditional certification of the Class for settlement purposes
27 only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
3 by first class mail to members of the Class at their last known addresses on or about
4 _____. Mailing of the Class Notice to their last known addresses was the best notice
5 option under the circumstances and was reasonably calculated to communicate actual notice of the
6 litigation and the proposed settlement to the Class. The Class Notice given to the Class Members
7 fully and accurately informed the Class Members of all material elements of the proposed
8 Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the
9 Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the
10 laws of the State of California, the United States Constitution, due process and other applicable
11 law. The Class Notice fairly and adequately described the Settlement and provided Class
12 Members adequate instructions and a variety of means to obtain additional information.

13 7. The deadline for opting out of the Class or submitting written objections to the
14 Settlement was _____. There was an adequate interval between notice and the deadline
15 to permit Class Members to choose what to do and act on their decision. A full opportunity has
16 been afforded to the Class Members to participate in this hearing, and all Class Members and other
17 persons wishing to be heard have been heard. Class Members also have had a full and fair
18 opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
19 Court determines that all Class Members who did not timely and properly submit a request for
20 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

21 **Fairness Of Settlement**

22 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
23 48 Cal. App. 4th 1794, 1801 (1996).

24 a. The settlement was reached through arm's-length bargaining between the
25 parties during an all-day mediation before Mark Rudy, a respected and experienced mediator of
26 wage and hour class actions. There has been no collusion between the parties in reaching the
27 proposed settlement.

1 b. Plaintiffs' investigation and discovery have been sufficient to allow the
2 Court and counsel to act intelligently.

3 c. Counsel for both parties are experienced in similar employment class action
4 litigation. All counsel recommended approval of the Agreement.

5 d. The percentage of objectors and requests for exclusion is small. ____
6 objections were received. _____ requests for exclusion were received.

7 e. The participation rate was high. _____ Class Members will be mailed a
8 settlement payment, representing ____% of the overall Class.

9 9. The consideration to be given to the Class Members under the terms of the
10 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
11 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
12 Members' claims, given the uncertainties and significant risks of the litigation and the delays
13 which would ensue from continued prosecution of the action.

14 10. The Agreement is approved as fair, adequate and reasonable and in the best
15 interests of the Class Members.

16 **Attorneys' Fees and Costs**

17 11. An award of \$_____ for attorneys' fees, representing 35% of the Gross
18 Settlement Amount, and \$_____ for litigation costs and expenses, is reasonable, in
19 light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the
20 results achieved by Class Counsel. The requested awards have been supported by Class Counsel's
21 lodestar and billing statement.

22 **Class Representative Service Payments**

23 12. The Agreement provides for a Class Representative Service Payments of not more
24 than \$7,500 to each of the Plaintiffs, subject to the Court's approval. The Court finds that a Class
25 Representative Service Payments in the amount of \$_____ to each Plaintiff is reasonable in light
26 of the risks and burdens undertaken by the Plaintiffs in the litigation, for their time and effort in
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1 bringing and prosecuting this matter on behalf of the Class, and for their execution of a general
2 release.

3 **Settlement Administration Expenses**

4 13. The Settlement Administrator shall calculate and administer the payment to be
5 made to the Class Members, transmit payment for attorneys' fees and costs to Class Counsel,
6 transmit the Class Representative Service Payments to the Plaintiffs, distribute the PAGA
7 Payment, issue any required tax reporting forms, calculate withholdings and perform the other
8 remaining duties set forth in the Agreement. The Settlement Administrator has documented
9 \$_____ in fees and expenses, and this amount is reasonable in light of the work performed by
10 the Settlement Administrator.

11 **PAGA Payment**

12 14. The Agreement provides for a PAGA Payment out of the Gross Settlement
13 Amount of \$150,000, which shall be allocated \$112,500 to the LWDA as the LWDA's 75% share
14 of the settlement of civil penalties paid pursuant to the PAGA and \$37,500 to be distributed to the
15 Aggrieved Employees based on their respective Pay Periods during the PAGA Period. The
16 Aggrieved Employees are all individuals who are or were employed by Defendant Cigna Health &
17 Life Insurance Company in California who were classified as non-exempt employees during the
18 PAGA Period, which is May 11, 2019 through January 21, 2022. The Court finds this PAGA
19 Payment to be reasonable. All Aggrieved Employees will be sent their share of the PAGA
20 Payment and will be subject to the release of the Released PAGA Claims as set forth below,
21 whether or not they opt out of the Settlement.

22 **II.**

23 **ORDERS**

24 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

25 1. The certification of the Class for the purposes of settlement is confirmed. The
26 Class is defined as follows:

27 All individuals who are or were employed by Defendant Cigna Health & Life
28 Insurance Company in California who were classified as non-exempt employees
during the Class Period (August 19, 2016 to January 21, 2022).

FINAL APPROVAL ORDER AND JUDGMENT

1 2. All persons who meet the foregoing definition are members of the Class, except for
2 those individuals who filed a valid request for exclusion (“opt out”) from the Class. [INSERT
3 REFERENCE TO IDENTIFY ANY OPT OUTS].
4

5 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
6 best interest of the Class.

7 4. Class Counsel are awarded attorneys' fees in the amount of \$_____ and
8 costs in the amount of \$_____. Class Counsel shall not seek or obtain any other
9 compensation or reimbursement from Defendants, Plaintiffs or members of the Class.

10 5. The payment of the Class Representative Service Payments in the amount of \$
11 _____ to each of the Plaintiffs is approved.

12 6. The payment of \$_____ to the Settlement Administrator for their fees and
13 expenses is approved.

14 7. The PAGA Payment of \$150,000 is approved and shall be allocated in accordance
15 with the Agreement.

16 8. The Agreement and this Settlement are not an admission by Defendant, nor is this
17 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
18 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
19 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
20 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
21 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
22 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
23 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
24 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
25 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
26 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
27 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
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1 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the
2 Released PAGA Claims.

3 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
4 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
5 and Judgment shall be posted on a website as set forth in the Class Notice to the Class. It shall not
6 be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class
7 Members.

8 10. If the Agreement does not become final and effective in accordance with the terms
9 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
10 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
11 revert to their respective positions as of before entering into the Agreement, and expressly reserve
12 their respective rights regarding the prosecution and defense of this Action, including all available
13 defenses and affirmative defenses, and arguments that any claim in the Action could not be
14 certified as a class action and/or managed as a representative action.

15 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

16 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
17 Plaintiffs, and all members of the Class, shall take nothing in the Action.

18 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
19 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
20 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
21 arising from or in connection with the distribution of settlement benefits.

22 3. The Parties are authorized to agree to and to adopt such amendments, modifications
23 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
24 Final Approval Order and Judgment and as approved by the Court.

25 4. Each party shall bear its own attorneys' fees and costs, except as otherwise
26 provided in the Agreement and in this Final Approval Order and Judgment.

1 5. Upon the Effective Date and full funding of the Gross Settlement Amount, each
2 Class Member who has not validly opted out has released the “Released Class Claims” against the
3 Defendant and the Released Parties as set forth in the Agreement. “Released Class Claims” means
4 all claims pled or that could have been pled based on the factual allegations contained in the
5 Operative Complaint which occurred during the Class Period, for violations of Labor Code
6 sections §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800 and
7 2802, and expressly excluding all other claims, including claims for vested benefits, wrongful
8 termination, unemployment insurance, disability, social security, and workers’ compensation,
9 claims outside of the Class Period.

10 6. Upon the Effective Date and full funding of the Gross Settlement Amount,
11 Defendant shall receive a release from Aggrieved Employees of all claims pled or that could have
12 been pled based on the factual allegations contained in the Operative Complaint and PAGA Notice
13 which occurred during the PAGA Period, for civil penalties for violations of the California Labor
14 Code sections §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800
15 and 2802, (“Released PAGA Claims”). The release of the Released PAGA Claims shall be
16 effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted
17 a request for an exclusion from the Class. The Released PAGA Claims do not include PAGA
18 claims outside of the PAGA Period, underlying wage and hour claims, claims for wrongful
19 termination, discrimination, unemployment insurance, disability and worker’s compensation, and
20 claims outside of the PAGA Period.

21 7. Upon the Effective Date and full funding of the Gross Settlement Amount,
22 Plaintiffs generally release and discharge the Released Parties from all of the Plaintiffs’ Released
23 Claims as set forth fully in the Agreement.

24 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

25
26 Dated: _____

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28 HON. DAVID C. MATHIAS
JUDGE, SUPERIOR COURT OF CALIFORNIA

FINAL APPROVAL ORDER AND JUDGMENT

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Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

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Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

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Scott Blumenthal

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

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Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

(S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

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County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

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Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Cigna Health

Requesting Attorneys Name: Kyle Nordrehaug
E-Mail: kyle@bamlawca.com
ILYM Contact: Sean Hartranft
E-Mail: Sean@ilymgrouppclassaction.com
Contact Number: 949.690.2564

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Number of Class Members	1,500
Estimated Mail Returned as Undeliverable	20%
NCOA	Yes
Certified Spanish Translation	No
Case Duration (Year(s))	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	4	\$600.00
Programming of Class Database	Hourly	\$175.00	4	\$700.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$1,300.00

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	10	\$1,200.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	2	\$140.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	4	\$280.00
Report Processing	Hourly	\$70.00	8	\$560.00
NCOA	Flat Rate	\$145.00	1	\$145.00
Toll Free Customer Service Representative	Flat Fee	\$262.50	1	\$262.50
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$2,587.50

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING

Fulfillment of Notice	Per Piece	\$1.75	1,500	\$2,625.00
USPS First Class Postage	Per Piece	\$0.55	1,500	\$825.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.25	300	\$675.00
Storage, Photocopies, Deliveries	Flat Fee	\$300.00	1	\$300.00

Subtotal \$4,425.00

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)

Distribution Setup & Management	Hourly	\$150.00	8	\$1,200.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	8	\$1,000.00
Check, Stub & Release - Print & Mail (1099)	Per Check	\$1.50	1,500	\$2,250.00
USPS First Class Postage	Per Piece	\$0.55	1,500	\$825.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$2.00	150	\$300.00
Reminder Postcard, Includes Postage	Per Piece	\$0.90	525	\$472.50
Reminder Notice via Email and Social Media	Flat Fee	\$250.00	1	\$250.00
Preparation of Taxes	Hourly	\$120.00	14	\$1,680.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$9,477.50

CASE CONCLUSION

Data Manager Final Reporting	Hourly	\$100.00	8	\$800.00
Project Manager Final Reporting	Hourly	\$120.00	8	\$960.00
Process Unclaimed Funds to State Controller's Office	Flat Fee	\$750.00	1	\$750.00
Declaration	Hourly	\$125.00	4	\$500.00

Subtotal \$3,010.00

TOTAL CASE ESTIMATE: \$20,800.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.