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Attorneys for Plaintiffs

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]

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: October 6, 2022
Hearing Time: 8:30 a.m.
[Hearing scheduled by Order dated June 2,
2022]

Dept.: 01
Judge: Hon. David Mathias

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

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on October 6, 2022, the Court entered the
3 Order granting final approval and entered the Judgment in the above entitled action. A true and
4 correct copy of the Order is attached hereto as Exhibit #1, and a true and correct copy of the
5 Judgment is attached hereto as Exhibit #2.

6 Respectfully submitted,

7
8 Dated: October 13, 2022

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

9
10 By: /s/ Kyle Nordrehaug
11 Kyle R. Nordrehaug
12 Attorneys for Plaintiffs
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

3 I, Kyle Nordrehaug, am employed at Blumenthal Nordrehaug Bhowmik De Blouw LLP, a
4 law firm located in the County of San Diego, State of California. I am over the age of 18 and not a
5 party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

6 On October 13, 2022, I served the document(s) described as:

7 **1. NOTICE OF ENTRY OF JUDGMENT**

8 X (BY ELECTRONIC SERVICE): Pursuant to an agreement between the Parties, I provided
9 the documents referenced above electronically via electronic mail (e-mail) to counsel for
Defendant at the following e-mail address(es):

10 Keith Jacoby - kjacoby@littler.com
11 Carly Michele Nese - cnese@littler.com
12 LITTLER MENDELSON, P.C.
2049 Century Park East, 5TH Floor
Los Angeles. CA 90067

13 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the
14 Labor Workforce Development Agency via online process at the PAGA Filing website in
accordance with the procedure imposed by the LWDA.

15 X (State): I declare under penalty of perjury under the laws of the State of California that the
16 above is true and correct.

17 Executed on October 13, 2022, at La Jolla, California.

18 /s/ Kyle Nordrehaug
19 Kyle Nordrehaug
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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE**

Santiago, Jonathan
Plaintiff/Petitioner,

vs.

Cigna Health & Life Insurance Company
Defendant/Respondent.

Judicial Officer: **David Mathias**
Clerk: **Holly Bilbrey**
Bailiff: **Jose Devora**
CSR: **Estela Casillas**
Interpreter:
Language:

Minutes: **Hearing: Other**

Date: **October 6, 2022**

Case No. **VCU283599**
Department **01**

Related Cases: **VCU284004 VCU284920**

Appearances: ☐ No Appearances

☐ Party: _____

☐ Remote Appearance

☐ Party: _____

☐ Remote Appearance

☐ Party: _____

☐ Remote Appearance

☐ Other: _____

☐ Remote Appearance

☒ Attorney: Kyle Nordrehaug via
Zoom/Ovsanna Takvoryan via Court Call, Counsel
for Plaintiff

☒ Remote Appearance

☒ Attorney: Keith Jacoby, Counsel for
Defendant via Court Call

☒ Remote Appearance

☐ Attorney: _____

☐ Remote Appearance

Case is called at 8:51 AM:

No request for oral argument.

The Court adopts the Tentative Ruling as follows:

Motion: Motion: Motion for Final Approval Class Action and PAGA Settlement, Attorneys' Fees, Costs, Service Awards and Claims Administration

Ruling: To grant the motion, approve the final class action and PAGA settlement including fees, costs and service awards. Final Compliance Hearing is set for April 6, 2023, 8:30 am, D1.

Plaintiffs' motion for final approval of class action and PAGA settlement, attorneys' fees, costs, enhancement award, LWDA payment and class certification for settlement purposes came on for hearing on October 6, 2022. The Court finds and rules as follows:

On June 16, 2022, the settlement administrator, ILYM Group, received a mailing list of 1,423 potential class members from Defendant's counsel with names, contact information, social security numbers and relevant employment information. On June 16, 2022, the administrator processed the names through the National Change of Address Database and updated the list with any updated addresses located.

Class notice was sent by mail on June 30, 2022. Some 53 notices were returned undeliverable and only one notice was returned with a forwarding address. Skip trace searches were performed for those 52 notices without forwarding addresses. Of the 52 notices, the administrator found 30 updated addresses and mailed notices to

those updated addresses. All but 22 notice packets were considered undeliverable since they were returned a second time.

Class members had sixty (60) days, until August 29, 2022, to submit objections, disputes and/or requests for exclusions. Three (3) requests for exclusion and zero (0) valid objections have been received from class members. There are no outstanding disputes according to the administrator as to work week or pay period disputes. A total of 1420, or 99.79% of the class members will participate in the settlement, with zero objections or three requests for exclusion.

The court presumes the settlement is fair and reasonable given (a) that it was reached through arms-length bargaining at mediation, (b) that there was sufficient time for investigation and discovery since commencement of litigation on July 15, 2020 (c) class counsel have particularized experience with the claims at issue in the case, and (d) there appear to be no objections by any party or class members. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.)

The gross settlement is \$3,925,000. The net settlement amount of \$2,538,203 (the Court notes preliminary approval of 1,177,500 in attorneys' fees as noted below and final approval of costs in the amount of \$23,496.65) is available to pay to the class members in accordance with the terms of settlement, with an average individual share of at least \$1,787 per class member. The Court believes basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise under the circumstances, in accordance with *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133. This case involved extensive informal discovery and investigation of disputed claims, including review and analysis by Plaintiff's expert. The settlement avoids significant risks and delay that would result from further litigation of the case, which would include, amongst other matters, certification proceedings, trial, and the possibility of further delay and cost resulting from appeals.

The Court, based upon declarations of Class counsel, preliminarily approved attorney fees of \$1,177,500, which is 30% of the gross settlement and provided a lodestar factor of 1.52. Adequate information has been provided for a lodestar analysis of the attorneys' fees request, and class counsel represents the requested fee award is justified under that analysis with essentially no multiplier. Counsel has provided a total number of hours in support of the fee request and explained why the fee request is reasonable given the time spent and value of the legal work performed. Counsel notes an increased total lodestar of \$847,450.75, but the Court confirms its prior award of \$1,177,500 in this matter.

Counsel has additionally provided sufficient cost information indicating actual costs incurred of 23,496.65. These costs are approximately two-thirds of the \$30,000.00 the Court preliminarily approved.

The Court believes the requested attorney fees and costs appear reasonable under the circumstances. Additionally, counsel has provided declarations sufficient to demonstrate sufficient previous experience with class actions to further support the reasonableness of the award.

The settlement administrator has provided, along with a declaration describing the work it has performed on the case, an invoice listing services performed, time spent on tasks and the cost amount estimated for the tasks performed. The invoice reflects a total value of services of \$20,800, which is the amount that was estimated in the motion for preliminary approval. The court believes the amount requested as compensation for the administrator appears reasonable.

The settlement agreement designates Central California Legal Aid Services, as recipient for unclaimed settlement proceeds, which the Court believes fulfills the purposes of the lawsuit and is otherwise appropriate. (Code Civ. Proc. § 384.)

In support of the request for enhancement award to the class representatives, both class representatives provided a declaration describing their participation. The class representative engaged in efforts in connection with this case, including gathering documents, providing guidance regarding work performed by other employees,

communicating with other employees, answering questions, reviewing documents, attending mediation and discussing potential settlement. The Court previously approved representative payments of \$7,500 and believes that the requested class representative payments of \$7,500 are appropriate under the circumstances.

Finally, the Court confirms its conditional certification of the settlement class. The Court finds no significant events have occurred that would cause it to change its prior determination that the settlement class met all requirements under Code of Civil Procedure section 382 for certification for settlement purposes at the time it granted Plaintiff's motion for preliminary approval.

On review of the declarations and pleadings submitted, the Court finds, given the established presumption that the settlement is fair and reasonable under the circumstances of this case, and, particularly, given the absence of any objection or opposition following the class notice, that the settlement is fair and reasonable and that the motion for final approval should be, and is hereby, granted.

The court shall enter its order of final approval and judgment in this case on the proposed form submitted by plaintiff on September 8, 2022, subject to the attorney fees and cost figures as noted above, and orders that notice of entry of judgment be given as provided in the judgment following entry thereof. Final Compliance Hearing is set for April 6, 2023; 8:30 am; D1.

If no one requests oral argument, under Code of Civil Procedure section 1019.5(a) and California Rules of Court, rule 3.1312(a), no further written order is necessary. The minute order adopting this tentative ruling will become the order of the court and service by the clerk will constitute notice of the order.

10/06/2022

STEPHANIE CAMERON, CLERK

April Mathews, Deputy

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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF TULARE
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14 JONATHAN SANTIAGO and ADRIAN
15 AVILA, individuals, on behalf of themselves,
16 on behalf of all persons similarly situated, and
17 on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act,

18 Plaintiffs,

19 v.

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

22 Defendants.
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CASE NO.: **VCU283599**
Consolidated for All Purposes with Case No.
VCU284920

**~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: October 6, 2022
Hearing Time: 8:30 a.m.

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

Action Filed: July 15, 2020
Trial Date: None Set

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 October 6, 2022 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 June 2, 2022, the Court granted preliminary approval of the Settlement. At this
26 same time, the Court approved conditional certification of the Class for settlement purposes only.

27 **Notice to the Class**

1 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
2 by first class mail to members of the Class at their last known addresses on or about June 30,
3 2022. Mailing of the Class Notice to their last known addresses was the best notice option under
4 the circumstances and was reasonably calculated to communicate actual notice of the litigation
5 and the proposed settlement to the Class. The Class Notice given to the Class Members fully and
6 accurately informed the Class Members of all material elements of the proposed Settlement and of
7 their opportunity to object to or comment thereon or to seek exclusion from the Settlement; was
8 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
9 State of California, the United States Constitution, due process and other applicable law. The
10 Class Notice fairly and adequately described the Settlement and provided Class Members adequate
11 instructions and a variety of means to obtain additional information.

12 7. The deadline for opting out of the Class or submitting written objections to the
13 Settlement was August 29, 2022. There was an adequate interval between notice and the deadline
14 to permit Class Members to choose what to do and act on their decision. A full opportunity has
15 been afforded to the Class Members to participate in this hearing, and all Class Members and other
16 persons wishing to be heard have been heard. Class Members also have had a full and fair
17 opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
18 Court determines that all Class Members who did not timely and properly submit a request for
19 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

20 **Fairness Of Settlement**

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

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

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

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

4 d. The percentage of objectors and requests for exclusion is small. No
5 objections were received. Three (3) requests for exclusion were received.

6 e. The participation rate was high. 1,421 Class Members will be mailed a
7 settlement payment, representing 99.79% of the overall Class.

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

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

15 **Attorneys' Fees and Costs**

16 11. An award of \$1,308,333 for attorneys' fees, representing 35% of the Gross
17 Settlement Amount, and \$23,406.65 for litigation costs and expenses, is reasonable, in light of the
18 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
19 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
20 lodestar and billing statement.

21 **Class Representative Service Payments**

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

1 **Settlement Administration Expenses**

2 13. The Settlement Administrator shall calculate and administer the payment to be
3 made to the Class Members, transmit payment for attorneys' fees and costs to Class Counsel,
4 transmit the Class Representative Service Payments to the Plaintiffs, distribute the PAGA
5 Payment, issue any required tax reporting forms, calculate withholdings and perform the other
6 remaining duties set forth in the Agreement. The Settlement Administrator has documented
7 \$20,800 in fees and expenses, and this amount is reasonable in light of the work performed by the
8 Settlement Administrator.

9 **PAGA Payment**

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

20 **II.**

21 **ORDERS**

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

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

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

2. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion (“opt out”) from the Class. Three (3) individuals submitted valid requests for exclusion: Melissa Fagundes, Nara Rasnavad, and Rita Lee Koeningsberg.

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

4. Class Counsel are awarded attorneys' fees in the amount of \$1,308,333 and costs in the amount of \$23,406.65. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendants, Plaintiffs or members of the Class.

5. The payment of the Class Representative Service Payments in the amount of \$7,500 to each of the Plaintiffs is approved.

6. The payment of \$20,800 to the Settlement Administrator for their fees and expenses is approved.

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

8. The Agreement and this Settlement are not an admission by Defendant, nor is this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant. Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other

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.

5. Upon the Effective Date and full funding of the Gross Settlement Amount, each Class Member who has not validly opted out has released the “Released Class Claims” against the Defendant and the Released Parties as set forth in the Agreement. “Released Class Claims” means 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.

6. 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.

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

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

Per 10/6/22 adopted tentative ruling.

Dated: 10/06/2022


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

FINAL APPROVAL ORDER AND JUDGMENT