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Attorneys for Plaintiff, ARIANA CARRANZA and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

In re: Healthnet/Centene cases

Coordinated Actions:

Flora Candelaria Alvarez, et. al. v. Health
Net of California Inc.
34-2020-00289192; Sacramento Superior
Court

Ariana Carranza, et. al. v. Health Net of
California, Inc.; Centene Corporation
20STCV14774; Los Angeles Superior
Court

Case No.: JCCP 5225

Sacramento Superior Court Case No. 34-2020-
00289192
Los Angeles Superior Case No.: 19STCV15353

[Assigned to: Hon. Jill H. Talley]

CLASS ACTION

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: December 2, 2022

Time: 9:00 a.m.

Courtroom: 25

Judge: Hon. Jill H. Talley

1 Plaintiffs Ariana Carranza and Flora Candelaria Alvarez's (collectively "Plaintiffs") Motion
2 for Preliminary Approval of a Class Action Settlement came before this Court on December 2, 2022.
3 The Court, having considered the briefs, argument of counsel and all matters presented to the Court
4 and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class
5 Action Settlement.

6 **IT IS HEREBY ORDERED:**

7 1. The Court preliminarily approves the Class Action Settlement Agreement
8 ("Agreement") attached as Exhibit #1 to the Declaration of Marcus J. Bradley in Support of Plaintiffs'
9 Motion for Preliminary Approval of Class Action Settlement. This is based on the Court's
10 determination that the Settlement set forth in the Agreement is within the range of possible final
11 approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and
12 California Rules of Court, rule 3.769.

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

15 3. The Gross Settlement Amount is Four Hundred and Twenty Thousand Dollars
16 (\$420,000). It appears to the Court on a preliminary basis that the settlement amount and terms
17 are fair, adequate and reasonable as to all potential Class Members when balanced against the
18 probable outcome of further litigation and the significant risks relating to certification, liability and
19 damages issues. It further appears that investigation and research have been conducted such that
20 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
21 to the Court that settlement at this time will avoid substantial additional costs by all Parties, as
22 well as avoid the delay and risks that would be presented by the further prosecution of Plaintiffs'
23 separate lawsuits (collectively the "Actions"). It further appears that the Settlement has been
24 reached as the result of serious and non-collusive, arms-length negotiations. The Court therefore
25 preliminarily finds that the Settlement is fair, adequate, and reasonable when balanced against the
26 probable outcome of further litigation and the significant risks relating to certification, liability,
27 and damages issues.

28 4. The Agreement specifies for an attorneys' fees award not to exceed 35%, which is

1 currently estimated to be \$147,000 of the Gross Settlement Amount, an award of litigation expenses
2 incurred by counsel, not to exceed \$20,000, and proposed Class Representative Service Payments to
3 the Plaintiffs in an amount not to exceed \$10,000 to each Plaintiff. The Court will not approve the
4 amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval
5 Hearing. Plaintiffs will be required to present evidence supporting these requests, including lodestar,
6 prior to final approval.

7 5. The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification
8 of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any
9 other proceeding should this Settlement not become final. For settlement purposes only, the Court
10 conditionally certifies the Class which consists of all current and former non-exempt employees of
11 Defendant in the State of California who were paid language premium and/or shift differential
12 wages from April 16, 2016 to January 31, 2022. Settlement Agreement ¶ 1.5.

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

22 7. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
23 Court provisionally appoints Marcus J. Bradley, Kiley L. Grombacher, and Lirit A. King of
24 BRADLEY/GROMBACHER, LLP; Sahag Majarian II of LAW OFFICES OF SAHAG MAJARIAN
25 II; Larry W. Lee and Max Gavron of DIVERSITY LAW GROUP, P.C. and William L. Marder of
26 POLARIS LAW GROUP, LLP as class counsel.

27 8. The Court hereby approves, as to form and content, the Notice of Proposed Settlement
28 of Class Action and Hearing Date for Final Court Approval ("Class Notice") attached to the

1 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately inform
2 the Class of all material elements of the proposed Settlement, of the Class Members' right to be
3 excluded from the Class by submitting a written opt-out request, and of each member's right and
4 opportunity to object to the Settlement. The Court further finds that the distribution of the Class Notice
5 substantially in the manner and form set forth in the Agreement and this Order meets the requirements
6 of due process, is the best notice practicable under the circumstances, and shall constitute due and
7 sufficient notice to all persons entitled thereto. The Court orders the mailing of the Class Notice by
8 first class mail, pursuant to the terms set forth in the Agreement.

9 9. The Court hereby appoints ILYM Group Inc. as Settlement Administrator. No later
10 than Twenty-one (21) calendar days after preliminary approval of the Settlement by the Court,
11 Defendant shall provide to the Settlement Administrator an electronic database with the Class Data.
12 The Settlement Administrator will perform address updates and verifications as necessary prior to the
13 mailing of the Class Notice. Using best efforts to mail it as soon as possible, and in no event later than
14 14 days after receiving the Class information spreadsheet, the Settlement Administrator will mail the
15 Class Notice to all Class Members via first-class U.S. Mail.

16 10. The Court hereby preliminarily approves the proposed procedure for exclusion from
17 the Settlement. Any Class Member may individually choose to opt out of and be excluded from the
18 Class as provided in the Class Notice by following the instructions for requesting exclusion from the
19 Class that are set forth in the Class Notice. All requests for exclusion must be postmarked by no later
20 than forty-five (45) calendar days after the date of the mailing of the Class Notice and received by the
21 Settlement Administrator (plus an additional 14 days for Class Members whose Class Notice is re-
22 mailed). Any such person who chooses to opt out of and be excluded from the Class will not be entitled
23 to any recovery under the Settlement and will not be bound by the Settlement or have any right to
24 object, appeal or comment thereon, except that all Aggrieved Employees will be bound by the release
25 of the Released PAGA Claims. Class Members who have not requested exclusion shall be bound by
26 all determinations of the Court, the Agreement and the Judgment. A request for exclusion may only
27 opt out that particular individual.

28 11. Any Class Member who has not opted out may appear at the final approval hearing and

1 may object or express the Member's views regarding the Settlement, and may present evidence and
2 file briefs or other papers that may be proper and relevant to the issues to be heard and determined by
3 the Court as provided in the Notice. Class Members will have forty-five (45) calendar days from the
4 date of the mailing of the Class Notices to submit their written objections to the Settlement
5 Administrator in accordance with the instructions in the Class Notice. Alternatively, Class Members
6 may appear at the Final Approval Hearing to make an oral objection.

7 12. A Final Approval Hearing shall be held before this Court on _____ in
8 Department 25 of the Sacramento County Superior Court to determine all necessary matters
9 concerning the Settlement, including: whether the proposed settlement of the Actions on the terms and
10 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
11 approved by the Court; whether the Final Approval Order and Judgment should be entered herein;
12 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
13 reasonable to the Class Members; and to finally approve attorneys' fees and costs, the service award,
14 and the expenses of the Settlement Administrator. Plaintiffs' motion for final approval and Plaintiffs'
15 motion for attorneys' fees, costs and service awards shall be heard at the Final Approval Hearing. All
16 papers in support of the motion for final approval and the motion for attorneys' fees, costs and service
17 awards shall be filed with the Court and served on all counsel no later than sixteen (16) court days
18 before the hearing.

19 13. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
20 shall be construed as a concession or admission by Defendant in any way that the claims asserted have
21 any merit or that these Actions were properly brought as a class or representative action, and shall not
22 be used as evidence of, or used against Defendant as, an admission or indication in any way, including
23 with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect
24 to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved,
25 neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the
26 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted
27 in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant,
28 including, but not limited to, evidence of a presumption, concession, indication or admission by

Defendant of any liability, fault, wrongdoing, omission, concession or damage.

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

The Court HEREBY GRANTS preliminary approval of the class action settlement as set forth above and sets the following schedule:

Deadline for Defendant to provide class data to Settlement Administrator	Twenty-one (21) calendar days after entry of Preliminary Approval
Deadline for Settlement Administrator to mail Notice of Settlement	Fourteen (14) calendar days after provision of class list to Settlement Administrator
Last day for Class Members to dispute claim amounts, file any requests for exclusions or objections	Forty-Five (45) calendar days from date notice is mailed
Deadline for Plaintiff to file motion for final approval of class action settlement	[TO BE SET BY COURT]
Final Fairness Hearing and hearing on Plaintiff's motion for fees, costs and service awards	[TO BE SET BY COURT]

IT IS SO ORDERED.

DATED: _____

HON. JILL H. TALLEY
JUDGE OF THE SUPERIOR COURT

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss.
4 COUNTY OF LOS ANGELES)

5 I am employed in the County of Los Angeles, State of California. I am over the
6 age of 18 and not a party to the within action. My business address is 31365 Oak Crest
Drive, Suite 240, Westlake Village, CA 91361.

7 On November 7, 2022, I served the foregoing document described as:

- 8 **1) PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY**
9 **APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT;**
10 **MEMORANDUM OF POINTS AND AUTHORITIES**
11 **2) DECLARATION OF MARCUS J. BRADLEY IN SUPPORT**
12 **3) DECLARATION OF MAX W. GAVRON IN SUPPORT**
13 **4) DECLARATION OF LARRY W. LEE IN SUPPORT**
14 **5) DECLARATION OF WILLIAM L. MARDER IN SUPPORT**
15 **6) DECLARATION OF PLAINTIFF FLORA CANDELARIA IN SUPPORT**
16 **7) DECLARATION OF PLAINTIFF ARIANA CARRANZA IN SUPPORT**
17 **8) DECLARATION OF SEAN HARTRANFT RE: QUALIFICATIONS OF ILYM GROUP,**
18 **INC. AND SETTLEMENT ADMINISTRATOR**
19 **9) [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND**
20 **REPRESENTATIVE ACTION SETTLEMENT**

21 on all interested parties in said action:

22 **SEE ATTACHED SERVICE LIST**

23 [X] **(VIA US MAIL)** I caused such envelope(s) to be deposited in the mail at Westlake
24 Village, California with postage thereon fully prepaid. I am "readily familiar" with the
25 firm's practice of collection and processing correspondence for mailing. It is deposited
26 with the U.S. Postal Service on that same day in the ordinary course of business. I am
27 aware that on motion of party served, service is presumed invalid if postal cancellation
28 date or postage meter date is more than one day after date of deposit for mailing in
affidavit.

[X] **(VIA ELECTRONIC MAIL)** I delivered the aforementioned document (s) by
electronic mail to the parties' email addresses as they are known to me on the attached
Service List. My email address is sboucher@bradleygrombacher.com. I did not receive,
within a reasonable period of time, any indication that the transmission was not
successful.

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

Executed on November 7, 2022 at Westlake Village, California.



Suzette Boucher

**Healthnet/Centene Cases
Sacramento Superior Court
Coordination Proceeding JCCP No. 5225**

Mailing List

(Via Electronic Mail Only) Steven S. Groode, Esq. Barbara A. Blackburn, Esq. Nathaniel H. Jenkins, Esq. Masada, Chopi, Esq. LITTLER MENDELSON 500 Capitol Mall, Suite 2000 Sacramento, CA 95814 SGroode@littler.com BBlackburn@littler.com NJenkins@littler.com SMasada@littler.com	Attorney for Defendants, HEALTH NET OF CALIFORNIA, INC. and CENTENE CORPORATION
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(Via U.S. Mail Only) Chair, Judicial Council of California Administrative Office of The Courts Attn: Office of Appellate Court Services (Civil Case Coordination) 455 Golden Gate Avenue, 5th Floor San Francisco, CA 94102-3688	
(Via U.S. Mail Only) The Honorable Jill H. Talley Superior Court of California, County of Sacramento 720 Ninth Street, Dept. 25 Sacramento, CA 95814	