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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MONIQUE BRAVO, an individual, on
behalf of herself and all others similarly
aggrieved ,

Plaintiff,

v.

OPTUMCARE MANAGEMENT, LLC, a
California Corporation; OPTUM CARE,
INC., a California Corporation; and DOES 1
through 25,

Defendants.

Lead Case No. 22STCV12240 ("Bravo I")
(Consolidated with Case No. 23STCV17426
("Bravo II"))

ASSIGNED FOR ALL PURPOSES TO:
Hon. Brock T. Hammond, Dept. 407

**CONSOLIDATED REPRESENTATIVE
ACTIONS**

**[PROPOSED] ORDER GRANTING
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT ("PAGA") SETTLEMENT
AND JUDGMENT**

Date: September 10, 2026

Time: 8:30 a.m.

Dept: 407

Reservation No.: 267317946638

Bravo I Action Filed: April 11, 2022

Bravo II Action Filed: July 25, 2023

Trial date: None Set

UNITED EMPLOYEES LAW GROUP

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Attorneys for Plaintiff Monique Bravo

1 This matter came on for hearing on September 10, 2026 in Department 407 of this Court
2 on Plaintiff's unopposed Motion for Approval of Private Attorneys General Act ("PAGA")
3 Settlement. Having considered the Motion, all legal authorities and documents submitted in
4 support, the declarations and the fully-executed PAGA Representative Action Settlement
5 Agreement and Release ("Settlement Agreement"), and good cause appearing, IT IS
6 ORDERED that the Motion is GRANTED, subject to the following orders:

7 1. The Court approves the Gross Settlement Amount of \$630,000.00;
8 2. The Court orders 75% of the Net Settlement Fund, \$289,067.09, be paid to the
9 California Labor and Workforce Development Agency as PAGA penalties;

10 3. The Court orders 25% of the Net Settlement Amount, \$96,355.70, to be paid to
11 the Aggrieved Employees, as defined in Paragraph 1.1 of the Settlement Agreement, consisting
12 of the Bravo I Misclassification Group, the Bravo I Reimbursement Group, and the Bravo II
13 Reimbursement Group. The PAGA Payment shall be distributed to Aggrieved Employees
14 subject to a two-thirds (2/3) allocation to the Bravo I Misclassification Group and a one-third
15 (1/3) allocation to the Bravo I Reimbursement Group and Bravo II Reimbursement Group, with
16 each Aggrieved Employee's share calculated on a pro rata basis according to the number of pay
17 periods worked during the applicable PAGA Period(s).

18 4. The Court approves and awards Plaintiff's Counsel, Cohelan Khoury & Singer,
19 The Markham, Law Firm, and United Employees Law Group, attorneys' fees of \$220,500.00,
20 and litigation costs of \$16,936.46;

21 5. The Court finds the payment of \$7,140.75 to the Administrator, Phoenix
22 Settlement Administrators ("Phoenix"), for expenses incurred in the administration of this
23 Settlement, is fair and reasonable, and orders the Administrator to make this payment to itself in
24 accordance with the Agreement;

25 6. If any Aggrieved Employee fails to cash their settlement check within 180
26 calendar days after mailing, Phoenix will send the amount of such uncashed settlement checks
27 to the California State Controller for deposit in the Unclaimed Property Fund in the name of the
28 employee.

JUDGMENT

1
2 1. In accordance with, and for the reasons stated in this Order, judgment shall be
3 entered whereby named Plaintiff and all Aggrieved Employees shall take nothing from
4 Defendants, except as expressly set forth in the PAGA Representative Action Settlement
5 Agreement and Release ("Settlement Agreement"), which was filed as part of Plaintiff's
6 Motion for Approval of Private Attorneys General Act ("PAGA") Settlement, and except as
7 specified in Plaintiff's Individual Settlement and Release Agreement.

8 2. Under California Code of Civil Procedure section 664.6 and Rule 3.769(h) of
9 the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over
10 this action, the named Plaintiff, the Aggrieved Employees, and Defendants, for the purposes of:

11 a. Supervising the implementation, enforcement, construction, and interpretation
12 of the Settlement Agreement, the Order Granting Approval of a PAGA
13 Settlement, and the Judgment; and

14 b. Supervising distribution of amounts paid under this Settlement.

15 3. This document shall constitute a judgment for purposes of Rules of Court, Rule
16 3.769(h).

17 4. A Compliance Hearing is set for _____ at _____ a.m. At least 15 days
18 prior to the settlement compliance hearing, Plaintiff's counsel shall file declarations from
19 Plaintiff's counsel and from the settlement administrator, Phoenix, regarding the status of the
20 distribution of the settlement funds. If the Court is satisfied that the settlement funds have been
21 fully distributed, no appearance will be required at the settlement compliance hearing.

22 **IT IS SO ORDERED.**

23
24 Dated: _____

Honorable Brock T. Hammond
Judge of the Superior Court