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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
situated,

Plaintiff,

vs.

OPTUMCARE MANAGEMENT, LLC, a
California Corporation,

Defendants.

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

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

**CONSOLIDATED REPRESENTATIVE
ACTIONS**

**DECLARATION OF ISAM C. KHOURY IN
SUPPORT OF MOTION FOR APPROVAL
OF PRIVATE ATTORNEYS GENERAL ACT
("PAGA") SETTLEMENT**

Date: September 10, 2026

Time: 8:30 a.m.

Dept: 407

Reservation No.: 267317946638

Complaint filed: April 11, 2022

1 I, Isam C. Khoury, declare as follows:

2 1. I am a Founding Partner at the law firm of Cohelan Khoury & Singer, co-
3 counsel of record for Plaintiff Monique Bravo in this action. I submit this declaration in support
4 of the Motion for Approval of PAGA Settlement filed by Plaintiff Monique Bravo ("Plaintiff").
5 The following facts are within my personal knowledge and if called to testify I could and would
6 competently testify to them.

7 2. I am a 1973 Hastings School of Law graduate and was admitted to the California
8 State Bar in 1974 and am admitted to practice in all state courts in California and in the all
9 federal courts in California, as well as the First Circuit Court of the State of Hawaii and the
10 United States Court of Appeals for Sixth Circuit.

11 3. In 1981, Timothy D. Cohelan and I formed Cohelan & Khoury, a Partnership of
12 Professional Law Corporations, and within a few years began to focus on class actions.
13 Cohelan & Khoury became Cohelan Khoury & Singer in 2009. Our firm represents plaintiffs in
14 class and representative action litigation, including wage and hour, labor and employment,
15 antitrust, consumer protection, construction defect and other public interest actions.

16 4. I, along with Partner Diana M. Khoury, have been selected by our peers based
17 on ethics, experience and reputation as Super Lawyers in Civil Litigation by the Southern
18 California Super Lawyers Magazine for the years 2012 through the present. Michael D. Singer,
19 Managing Partner, was named to the Daily Journal 2012, 2013, and 2018 list of Top California
20 Labor and Employment Attorneys and selected to the Southern California Super Lawyers in
21 2010, 2012-2019. Mr. Singer was admitted as a fellow to the College of Labor and
22 Employment Attorneys in 2020. I am AV – Preeminent rated by Martindale-Hubbell, as are
23 many attorneys in our firm.

24 5. Cohelan Khoury & Singer has been certified by the State Bar of California to
25 provide the Mandatory Continuing Legal Education activity entitled "Litigating California
26 Class Actions" and has conducted MCLE certified seminars on this topic. Senior Partner,
27 Timothy D. Cohelan, is the author of Cohelan on California Class Actions (1997-2025, updated
28 annually), part of Thomson Reuters Expert Series updated annually. Michael D. Singer is a

1 contributing author on the CEB publication California Wage and Hour Law: Compliance and
2 Litigation (2010-2025 updated annually), in which he wrote the opening chapter overview on
3 California Wage and Hour laws, including the public policy underpinnings for those laws, and
4 the Private Attorneys General Act (PAGA) Claim chapter. He is also a contributing author to
5 the CEB Practitioner (2020), including guidelines for oral argument and forms for PAGA
6 litigation. Mr. Singer has served as a columnist for the California State Bar, Litigation Section
7 on wage and hour litigation and has contributed articles on wage and hour and class action
8 issues through the years to numerous California publications.

9 6. Prior to COVID, Mr. Singer typically lectured several times per year for
10 continuing education courses on wage and hour and class action issues at events in San Diego,
11 Orange County, Los Angeles, and San Francisco. For over twelve years, Mr. Singer has served
12 as wage and hour amicus co-chair and liaison for the California Employment Lawyers
13 Association, drafting, reviewing, and coordinating amicus filings on wage and hour issues in
14 the California Supreme Court and Courts of Appeal. He has been engaged in the practice of
15 labor and employment law since 2000, handling well over 300 wage and hour class and PAGA
16 actions and several individual labor cases. He has litigated several types of employment
17 actions, including complex ERISA employee welfare benefit plan cases, as well as wage and
18 hour class actions before Federal and State Courts in California. In 2014, Mr. Singer tried a
19 wage and hour class action involving claims for illegally deducted wages and unreimbursed
20 expenses. *Dilts v Penske Logistics LLC, Inc.* Mr. Singer successfully appealed the trial court
21 ruling in *Dilts* finding state laws preempted by the FAAAA for truck drivers.

22 7. My firm has successfully tried class cases, obtained appellate reversals of class
23 certification denials (*e.g. Hicks v. Kaufman and Broad*, (2001) 89 Cal.App.4th 908), and has
24 certified multiple wage and hour class.

25 8. Partner Maggie Realin worked for a certified appellate law specialist in San
26 Diego for five years. Subsequently, she was an associate at a San Diego consumer class action
27 firm, where she represented consumers in class actions against large corporations, specifically
28 in the area of deceptive food labeling. Ms. Realin then joined an employment class action firm

1 in 2013, where she focused on representing employees in wage and hour class actions. On
2 February 26, 2020, Ms. Realin was rated AV Preeminent by Martindale Hubbell. In 2024, Ms.
3 Realin joined Cohelan Khoury & Singer, where her practice continues to focus on employee-
4 side wage and hour class actions.

5 9. As a part of our overall firm philosophy lawyers perform community service and
6 pro bono work. Firm volunteer work includes service through the Legal Aid at Work, San
7 Diego Volunteer Lawyer Program, the San Diego County Bar Foundation, and Consumer
8 Attorneys of San Diego. I have served on the Legal Aid at Work Board of Directors since 2010.
9 Mr. Cohelan served as the Chair of the San Diego Volunteer Lawyers Program from 2015-
10 2018, and currently sits on the Board as past Chair. He completed 24 years of volunteer judicial
11 service as a Judge Pro Tem of the San Diego Superior Court. Partner Diana M. Khoury has
12 been a member of the San Diego County Bar Association, Consumer Attorneys of San Diego,
13 and Consumer Attorneys of California, serving and chairing various committees through the
14 years for these organizations. Partner Maggie Realin has volunteered at the Legal Aid Society
15 of San Diego where she advised clients on preparing and filing civil restraining orders and
16 answers to unlawful detainer, for which she was awarded a Wiley B. Manuel Award for Pro
17 Bono Legal Services in 2010. Partner Jeff Geraci is a past recipient of the Wiley W. Manuel
18 Award for Pro Bono Service. Our firm's pro bono victories include a settlement which
19 prohibits the City of San Diego from targeting homeless people for illegal lodging tickets under
20 Penal Code Section 467(j). (*Spencer v. City of San Diego*, USDC Case No 04CV-2314 BEN
21 (WMC).)

22 10. As Class and PAGA Representative Counsel, Cohelan Khoury & Singer has
23 actively commenced, prosecuted and concluded numerous state and federal class and
24 representative actions. Since 2016, Cohelan Khoury & Singer has played a central role in the
25 resolution of over 300 such cases, including the following, which have received court approval:
26 (a) *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles County
27 Superior Court Case No. BC500675, Hon. Anne I. Jones; (b) *Castro v. Home Depot U.S.A.,*
28 *Inc.*, Los Angeles County Superior Court Case No. BC577885, Hon. Elihu M. Berle; (c)

1 *Czuchaj v. Conair Corporation*, United States District Court, Southern District of California
2 Case No. 13-CV-1901 BEN, Hon. Roger T. Benitez; (d) *Gardiner v. TSYS*, United States
3 District Court, Central District of California Case No. 18-cv-00415, Hon. David O. Carter; (e)
4 *Grana v. PICO Enterprises, Inc.*, Los Angeles County Superior Court Case No. BC472891,
5 Hon. Stephanie M. Bowick; (f) *Gutierrez v. Save Mart Supermarkets*, San Mateo County
6 Superior Court Case No. CIV530955, Hon. Marie S. Weiner; (g) *Hernandez v. Workforce*
7 *Enterprises WFE, Inc.*, Los Angeles County Superior Court Case No. BC590913, Hon. Elihu
8 M. Berle; (h) *Hicks v. Poway Academy of Hair Design, Inc.*, San Diego County Superior Court
9 Case No. 2014-00026517, Hon. Ronald L. Styn; (i) *Hubbard v. Caliber Home Loans, Inc.*,
10 Orange County Superior Court Case No. 2018-01017838; (j) *Klein v. Loomis Armored US,*
11 *LLC*, San Bernardino County Superior Court Case No. CIVDS1704547, Hon. David Cohn; (k)
12 *Laureano v. The Art of Shaving*, Los Angeles County Superior Court Case No. BC550093,
13 Hon. Amy D. Hogue; (l) *Lopez, et al. v. Management & Training Corporation, et al.*, United
14 States District Court, Southern District of California Case No. 17-CV-010624 JM, Hon. Jeffrey
15 T. Miller; (m) *Magdaleno v. Shelly Automotive, LLC*, Orange County Superior Court Case No.
16 2013-0043958, Hon. Kim. G. Dunning; (n) *McGrath, et al. v. Wyndham Resort Development*
17 *Corporation, et al.*, United States District Court, Southern District of California Case. No. 15-
18 CV-1631 JM, Hon. Jeffrey T. Miller; (o) *Mena v. Wolfgang Puck Catering*, Los Angeles
19 County Superior Court Case No. BC582743, Hon. John Shepard Wiley, Jr.; (p) *Morales v. The*
20 *Los Angeles Country Club*, Los Angeles County Superior Court Case No. BC566493, Hon.
21 William F. Highberger; (q) *Nijmeh v. Bon Appetit Management Company, Inc.*, Santa Clara
22 County Superior Court Case No. 16CV294127, Hon. Thomas E. Kuhnle; (r) *Plascencia v.*
23 *Aramark Services, Inc.*, Santa Clara County Superior Court Case No. 2015-1-CV-288310, Hon.
24 Brian C. Walsh; (s) *Plimpton v. Gordon Trucking, Inc.*, San Bernardino County Superior Court
25 Case No. CIVDS1511918, Hon. Donald Alvarez; (t) *Raya v. Amazon*, United States District
26 Court, Northern District of California Case No. 15-CV-02005 MMC, Hon. Maxine M.
27 Chesney; (u) *Rivas v. ESA Management*, United States District Court, Central District of
28 California Case No. 14-CV-5767, Hon. Dale S. Fischer; (v) *Rodriguez v Healthcare Partner*

1 *Medical Group, Inc.*, Los Angeles County Superior Court Case No. BC541313, Hon. Kenneth
2 Freeman; (w) *Ryan v. Dignity Health*, Sacramento County Superior Court Case No. 2013-
3 00147371, Honorable Alan G. Perkins; (x) *Santana v. Rady Children's Hospital-San Diego*,
4 San Diego County Superior Court Case No. 37-2014-00022411, Hon. Joel R. Wohlfeil; (y)
5 *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No.
6 337-2015-00022978; Hon. Joel R. Wohlfeil; (z) *Schneider v. Catholic Healthcare West*, San
7 Francisco County Superior Court Case No. CGC-10-506243, Hon. Angela Bradstreet; (aa)
8 *Schwartz v Bank of the West*, San Francisco County Superior Court Case No. CGC-14-538955,
9 Hon. Harold E. Kahn; (bb) *Syed v. M.I. Swaco*, United States District Court, Eastern District of
10 California, Case No. 12-CV-01718 DAD, Hon. Dale A. Drozd; (cc) *Vaquero, et al. v.*
11 *Stoneledge Furniture, LLC*, Los Angeles County Superior Court Case No. BC522676, Hon.
12 Elihu M. Berle; (dd) *Vazquez v. Kraft Heinz Foods Company*, United States District Court,
13 Southern District of California Case No. 16-CV-02749, Hon. William Q. Hayes; (ee) *Walsh v.*
14 *Cedars-Sinai Medical Center*, Los Angeles County Superior Court Case No. BC487290, Hon.
15 William F. Highberger; among many others.

16 11. We consider ourselves experienced and qualified to evaluate the claims and
17 viability of the defenses. That experience and those qualifications allowed our firm to assist in
18 achieving an efficient resolution of the claims in this matter for the maximum Gross Settlement
19 Amount of \$630,000 with OptumCare Management, LLC and Optum Care, Inc. ("Optum" or
20 "Defendants") which is intended to settle all claims, demands, rights, liabilities, and/or causes
21 of action for PAGA penalties pursuant to Labor Code Section 2699 for violations of the
22 California Labor Code. The proposed Settlement is memorialized in the PAGA Representative
23 Action Settlement Agreement and Release ("Settlement" or "Agreement"), attached as **Exhibit**
24 **1**.

25 12. Plaintiff Monique Bravo filed a PAGA representative action on April 11, 2022,
26 entitled *Monique Bravo v. Optumcare Management, LLC*, Los Angeles County Superior Court,
27 Case No. 22STCV12240 ("*Bravo I*" and Lead Case) premised on a claim of misclassification
28 on behalf of 263 Nurse Case/Care Managers ("NCMs") employed by Optumcare Management,

1 LLC in California from February 2, 2021 to March 2022, when NCMs were reclassified from
2 exempt to non-exempt. Plaintiff claims NCMs did not meet any exemption because their duties
3 involved applying objective health plan guidelines to insurance authorization reviews, without
4 discretion, managerial authority, or the ability to deny claims. Based on this alleged
5 misclassification, *Bravo I* includes claims for unpaid overtime wages, missed meal and rest
6 breaks, and derivative wage statement and waiting time penalties The *Bravo I* PAGA action is
7 also premised on a claim for failure to reimburse business expenses.

8 13. On July 25, 2023, Plaintiff Monique Bravo filed a separate representative action,
9 entitled *Monique Bravo v. Optum Care, Inc.*, Los Angeles County Superior Court, Case
10 No. 23STCV17426 (“*Bravo II*”), alleging that NCMs who began working from home due to the
11 Covid pandemic were not reimbursed for necessary business expenses such as home internet
12 expenses. It covers a period of February 2, 2021 to April 26, 2026 and includes 522 NCMs.

13 14. Plaintiff sent PAGA notices on February 2, 2022 and May 19, 2023. The
14 relevant time period for PAGA penalties started on February 5, 2021 through December 18,
15 2022 for the *Bravo I* Misclassification Group, and from February 5, 2021 through December
16 18, 2022 for the *Bravo I* Reimbursement Group, and from May 21, 2022 through April 26,
17 2026 for the *Bravo II* Reimbursement Group. Attached as **Exhibit 2** are true and correct copies
18 of Plaintiff’s PAGA Notices.

19 15. On February 23, 2024, the cases were deemed related. They have been heavily
20 litigated, with substantial written discovery, document production, and depositions completed.

21 16. There is a total of 640 NCMs across both *Bravo I* and *Bravo II* actions. *Bravo I*
22 and *Bravo II* were consolidated on June 15, 2026, for purposes of settlement under *Bravo I*, the
23 Lead Case.

24 17. Plaintiff and her counsel conducted extensive investigation and discovery into
25 the claims alleged in this action. The Parties engaged in multiple rounds of written discovery
26 and document production. Plaintiff sat for an all-day deposition. Plaintiff took two PMQ
27 depositions, and at the time the parties agreed to mediate the case, were working to schedule
28 additional PMQ depositions on the remaining topics, which included the decision to reclassify

1 the position and basis for the original classification. Based on this discovery and investigation,
2 Plaintiff's counsel was able to act intelligently and effectively in negotiating the proposed
3 Settlement.

4 18. On January 26, 2026, the Parties participated in a full-day mediation with
5 Daniel Turner, Esq., a well-regarded mediator vastly experienced in wage and hour class
6 actions. Although Settlement was not reached at the mediation, Mr. Turner tendered a
7 mediator's proposal that the Parties accepted. After many conversations and emails, a detailed
8 Settlement Agreement was fully signed on June 1, 2026.

9 19. Plaintiff believes the misclassification claims in *Bravo I* are stronger, and
10 encompass the related meal and rest break claims, as well as derivative wage statement and
11 waiting time penalties claims.

12 20. With an aggregate 4,847 pay periods worked by *Bravo I* Misclassification
13 Group, each member will receive an estimated \$13.12 per pay period. There are an aggregate
14 8,297 pay periods worked by the *Bravo I* Reimbursement Group and an aggregate 23,684 pay
15 periods worked by the *Bravo II* Reimbursement Group, who will receive an estimated \$0.99 per
16 pay period. The *Bravo I* Reimbursement Group includes all of the individuals who worked any
17 pay periods in the *Bravo I* Misclassification Group. The aggregate pay periods worked across
18 all three groups is 31,981.

19 21. The Gross Settlement Amount of \$630,000.00 is consistent with PAGA's goal
20 of penalizing Defendants for the alleged violations, deterring future violations, and providing a
21 benefit to the public through enforcement of state labor laws.

22 22. The Settlement provides a substantial benefit to the State of California, with the
23 LWDA receiving \$289,067.09, as 75% of the Net Settlement Amount, to assist with future
24 enforcement of state labor laws. The Settlement also provides a substantial benefit to the
25 Aggrieved Employees, who will share approximately \$96,355.70 as 25% of the Net Settlement
26 Amount, based on the pro rata share of the number of pay periods worked by each individual
27 within each subgroup.

28 23. Plaintiff considered several factors in reaching the decision to settle at this point

1 in the litigation, including (a) the risk that the Plaintiff's claims could not be manageably tried;
2 (b) the risk and uncertainty in proving liability and PAGA penalties at trial; (c) the prospect that
3 the Court could substantially reduce any award of civil penalties on the grounds that "to do
4 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory,"
5 pursuant to Labor Code section 2699(e)(2); and (e) the risk that Defendants would appeal any
6 unfavorable judgment. Continued litigation would be an expensive, time-consuming and
7 uncertain proposition, and could lead to an unfavorable judgment and/or a lengthy and
8 unsuccessful appeal.

9 24. With respect to Plaintiff's misclassification claim at issue in *Bravo I*, Defendants
10 will contend that Plaintiff's role as a Nurse Case Manager required the application of
11 specialized clinical knowledge and the exercise of discretion in evaluating complex medical
12 information against health plan criteria, supporting application of the administrative exemption.

13 25. Although Plaintiff characterizes the guidelines as "objective," Optum will argue
14 that NCMs assessed clinical documentation, identified when additional information was
15 needed, and made recommendations that informed physician determinations. Defendants will
16 further contend that this application of professional judgment to varied scenarios, rather than
17 purely mechanical tasks, supports exempt status even though final approval authority rested
18 with physicians, and will also rely on Plaintiff's LVN license and role in facilitating patient
19 care.

20 26. If Optum prevails on its determination that Plaintiff and other NCMs were
21 properly classified as exempt, Plaintiff's overtime, and meal and rest break claims will fail,
22 along with the derivative wage claims based on alleged misclassification.

23 27. With respect to Plaintiff's unreimbursed expenses claim, at issue in both *Bravo I*
24 and *II*, Defendants will argue that Plaintiff cannot establish that she incurred necessary or
25 reasonable business expenses subject to reimbursement. For example, Optum will contend that
26 any home internet use was incidental and not materially different from Plaintiff's preexisting
27 personal use, and Plaintiff has not identified any specific incremental costs attributable to her
28 job duties.

28. Should the Court accept Defendants' evidence and arguments, the possibility of penalties could be significantly reduced, if not eliminated.

29. Considering the risks of continued litigation, the burdens of proof necessary to establish liability, and the probability of appeal of a favorable judgment, the non-reversionary settlement amount of \$630,000.00 is fair, adequate, and reasonable in light of PAGA's purpose to remediate present labor law violations, to deter future violations, and to maximize enforcement of the Labor Code.

30. Defendants argue they complied with the law and, if any violations could be shown, even if the Court were to reject their argument that the maximum penalty based on the Labor Code section 2802 predicate is \$100 per person, Plaintiff still can only recover the "initial violation" rates of \$100 per pay period. There are 640 NCMs during the PAGA period, who worked a total of 31,981 pay periods during the PAGA Period. Plaintiff calculates Defendants' potential exposure as follows:

- Failure to pay wages including overtime (*Bravo I Misclassification Group*): 4,827 total pay periods x \$100 = \$482,700;
- Failure to provide meal periods (*Bravo I Misclassification Group*): 4,827 pay periods subject x \$100 = \$482,700;
- Failure to provide rest periods: (*Bravo I Misclassification Group*): 4,827 pay periods x \$100 = \$482,700;
- Failure to reimburse business expenses (*Bravo I Reimbursement Group*): 8,297 x \$100 = \$829,700;
- Failure to provide wage statements (*Bravo I Misclassification Group*): 4,827 pay periods x \$100 = \$482,700;
- Failure to provide timely earned wages (*Bravo I Misclassification Group*): 4,827 pay periods x \$100 = \$482,700;
- Failure to pay wages at termination of employment (*Bravo I Misclassification Group*): 131 former employees x \$100 = \$13,100;
- Failure to reimburse business expenses (*Bravo II Reimbursement Group*): 23,684

pay periods x \$100 = \$2,368,400.

31. The proposed \$630,000.00 settlement obviates all of these risks, and represents 11.2% of Defendants' maximum potential exposure (11.2% of \$5,624,700 maximum exposure), of what may have been obtained through lengthy, expensive, and risky litigation, or 26% for Plaintiff's strongest misclassification claims (26% of \$2,426,600). The settlement amount is reasonable, fulfills the purpose of PAGA and provides a substantial amount to the LWDA for education and enforcement.

32. Plaintiff's Counsel requests \$220,500 for their attorneys' fees (35% of the GSA), and \$16,936.46 in litigation costs. Plaintiff's Counsel spent 390.05 hours litigating this matter, with a total lodestar of \$205,313.75. To date, Cohelan Khoury & Singer has expended 94.4 hours of attorney and para-professional time prosecuting the case, resulting in a lodestar fee of \$63,860.00, as shown in the below Lodestar Chart and in Cohelan Khoury & Singer's Attorney Time Records, a true and correct copy of which is attached as **Exhibit 3 (A-B)**:

ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
Isam C. Khoury, Founding Partner	1974	8.7	\$1,100	\$9,570.00
Maggie Realin, Partner	2009	74.3	\$700	\$52,010.00
Amber Worden, Certified Paralegal	N/A	11.4	\$200	\$2,280.00
TOTAL:		94.4		\$63,860.00

33. A summary of the time expended and lodestar for each of Plaintiff's Counsel is attached as **Exhibit 4**. Plaintiff's Counsel's work to obtain a settlement was reasonable and necessary and is reflected in the excellent result achieved for Aggrieved Employees.

34. The fee split is as follows: 50.34% is allocated to Cohelan Khoury & Singer, 16.33% to The Markham Law Firm, and 33.33% to United Employees Law Group. Plaintiff consented to this split in writing.

35. Since 2020, Cohelan Khoury & Singer has been awarded one-third of a common fund in many class and representative action settlements, including:

1 a) *Hubbard v. Caliber Home Loans, Inc.*, Orange County Superior Court, Case No.
2 2018-01017838 (Hon. Glenda Sanders – approving attorneys’ fees of 33-1/3% of \$175,000
3 settlement in a PAGA action).

4 b) *Redin v. Accountabilities Professional Group, Et al.*, Orange County Superior
5 Court, Case No. 2017-00929734 (Hon. Glenda Sanders –attorneys’ fees of 33-1/3% of
6 \$255,000 settlement in Class action).

7 c) *White v. Sacramento Regional Transit District*, Sacramento County Superior
8 Court, Case No. 234-2018-00240461 (Hon. David D. Alba –attorneys’ fees of 33-1/3% of
9 \$385,000 settlement in Class action).

10 d) *Burris v. Resort Vacations, Inc.*, Orange County Superior Court, Case No. 30-
11 2018-00997260 (Hon. Randall J. Sherman –attorneys’ fees of 33-1/3% of \$1,485,000
12 settlement in Class action).

13 e) *Jimenez v. Reyes Holdings, LLC, et al.*, San Diego County Superior Court, Case
14 No. 37-2019-00051577 (Hon. Joel R. Wohlfeil –attorneys’ fees of 33-1/3% of \$650,000
15 settlement in Class and Representative action).

16 f) *Santos, et al. v. National General Management Corp.*, San Bernardino County
17 Superior Court, Case No. CIVDS 1918865 (Hon. David Cohn –attorneys’ fees of 33-1/3% of
18 \$680,000 settlement in PAGA action).

19 g) *Loreto v. General Dynamics Information Technology, Inc.*, USDC Southern
20 District of California, Case No. 3:19-cv-01366-GPC-MSB (Hon. Gonzalo P. Curiel –attorneys’
21 fees of 33-1/3% of \$900,000 settlement in a pre-certification wage and hour class action).

22 h) *Romanov v. Amazon Services LLC.*, USDC Central District of California, Case
23 No. 2:20-cv-02692-SB-KS (Hon. Stanley Blumenfeld, Jr. – approving attorneys’ fees of 33-
24 1/3% of \$700,000 settlement in a pre-certification wage and hour class action).

25 i) *Olson v. Wrike, Inc.*, Santa Clara County Superior Court, Case No.
26 20CV366599 (Hon. Patricia M. Lucas – approving attorneys’ fees of 33-1/3% of \$2,000,000
27 settlement in a pre-certification wage and hour class action).

28 j) *Gutierrez v. Kite Electric Incorporated*, Orange County Superior Court, Case
No. 30-2020-01133960 (Hon. Peter J. Wilson – approving attorneys’ fees of 33-1/3% of
\$458,991 settlement in a pre-certification wage and hour class action).

k) *Ramos Gonzalez v. Staff Pro, LLC, et al.*, San Diego County Superior Court,
Case No. 37-2019-00044561 (Hon. Joel R. Wohlfeil –attorneys’ fees of 33-1/3% of \$1,500,000
settlement in Class and Representative action).

l) *Dolan v. Abacus Data Systems, Inc.*, San Diego County Superior Court, Case
No. 37-2019-00051447 (Hon. Katherine Bacal –attorneys’ fees of 33-1/3% of \$600,000
settlement in Class and Representative action).

m) *Lopez, et al. v. Pacific Gas and Electric Company.*, San Francisco County
Superior Court, Case No. CGC-17-562970 (Hon. Richard B. Ulmer, Jr. –attorneys’ fees of 33-
1/3% of \$350,000 settlement in Class and Representative action).

n) *Popal v. Wells Fargo Bank, National Associate*, San Diego County Superior
Court, Case No. 37-2020-00038101 (Hon. Gregory W. Pollack –attorneys’ fees of 33-1/3% of
\$3,000,000 settlement in Class and Representative action).

o) *Randolph v. Konica Minolta Business Solutions U.S.A., Inc.*, Sacramento
County Superior Court, Case No. 34-2018-00237087 (Hon. Lauri A. Damrell – attorneys’ fees
of 33-1/3% of \$325,000 settlement in Class and Representative action).

p) *Sanchez, et al. v. Renzenberger, Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV46131 (Hon. Yvette M. Palazuelos – attorneys’ fees of 33-1/3% of \$2,400,000 settlement in Class and Representative action).

q) *De Benning v. Costco Wholesale Corporation*, Sacramento County Superior Court, Case No. 34-2021-00309030 (Hon. Gregory W. Pollack – attorneys’ fees of 33-1/3% of \$9,000,000 settlement in Class and Representative action).

r) *Tam v. Q Tech Corporation*, Los Angeles County Superior Court, Case No. 21STCV18635 (Hon. Elihu M. Berle – attorneys’ fees of 33-1/3% of \$650,000 settlement in Class and Representative action).

s) *Mireles v. Lodi Memorial Hospital Association, Inc., et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0004458 (Hon. Erin Guy Castillo – attorneys’ fees of 35% of \$1,500,000 settlement in PAGA action).

t) *Foley, et al. v. Yuen’s Enterprise One, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVDS1912925 (Hon. Jessica Morgan – attorneys’ fees of 33-1/3% of \$2,824,090.50 settlement in Class and Representative action).

u) *Schiller v. Ashley Distribution Services, LTD.*, San Bernardino County Superior Court, Case No. CIVDS2013264 (Hon. Jessica Morgan – attorneys’ fees of 33-1/3% of \$350,000 settlement in Class and Representative action).

v) *Caracoza, Jr. v. Ashley Furniture Industries, Inc.*, San Bernardino County Superior Court, Case No. CIVDS2012912 (Hon. Corey G. Lee – attorneys’ fees of 33-1/3% of \$2,500,000 settlement in Class and Representative action).

w) *Morris v. The Lincoln National Life Insurance Company.*, Los Angeles County Superior Court, Case No. 22STCV20426 (Hon. Lawrence P. Riff – attorneys’ fees of 33-1/3% of \$500,000 settlement in Class and Representative action).

x) *Augustine, et al. v United Parcel Service, Inc.*, Los Angeles County Superior Court, Case No. BC636468 (Hon. Stuart M. Rice – attorneys’ fees of 33-1/3% of \$5,188,336.88 settlement in Class and Representative action).

y) *Parra, et al. v Aztec Landscaping, Inc.*, San Diego County Superior Court, Case No. 37-2019-00002992 (Hon. James A. Mangione – attorneys’ fees of 33-1/3% of \$3,000,000.00 settlement in a certified Class action).

z) *Butler v. Powerschool Group LLC*, Sacramento County Superior Court, Case No. 34-2021-00299363 (Hon. Jill H. Talley – attorneys’ fees of 33-1/3% of \$898,852.00 settlement in in Class and Representative action).

36. If the fee were calculated using lodestar, rather than a common fund percentage, less than a 2.0 multiplier would be applied. ($\$220,500.00/\$205,313.75 = 1.07$).

37. Cohelan Khoury & Singer has been awarded equal or greater multipliers in other cases: *McGrath v. Wyndham Resort Dev. Corp.*, (S.D.Cal. Jan. 30, 2018, No. 15cv1631 JM (KSC)) 2018 U.S.Dist.LEXIS 16095, *24 [Hon. Jeffrey T. Miller – approving attorneys’ fees of \$2,416,666.67 and **4.8 multiplier**, one-third of \$7,250,000 settlement in a pre-certification wage and hour class action]; *Jones v. Abercrombie & Fitch Trading Co.*,

(C.D.Cal. Nov. 19, 2018, No. CV 15-0105 JGB (Ex)) 2018 U.S.Dist.LEXIS 198001, *24-25 [Hon. Jesus G. Bernal – approving attorneys’ fees of \$2,400,000 and **3.7 multiplier**, one-third of \$9,600,000 settlement in a pre-certification wage and hour class action]; *Schaffer v. Rady Children’s Hospital – San Diego, et al.*, San Diego County Superior Court, Case No. 2015-00022978 (Hon. Joel R. Wohlfeil – approving attorneys’ fees of \$4,166,666 and **3.98 multiplier**, one-third of \$12,500,000 settlement in a certified wage and hour class action); *Rodriguez v. Healthcare Partner Medical Group, Inc.*, Los Angeles County Superior Court, Case No. BC541313] Hon. Kenneth Freeman – approving attorneys’ fees of \$2,000,000 and **5.05 multiplier**, one-third of \$6,000,000 settlement in a pre-certification wage and hour class action]; *De Benning v. Costco Wholesale Corporation*, Sacramento County Superior Court, Case No. 2021-00309030 [Hon. Jill H. Talley – approving attorneys’ fees of \$3,000,000 and **7.99 multiplier**, one-third of \$9,000,000 settlement in a pre-certification wage and hour class action]; *Tam v. Q Tech Corporation*, Los Angeles County Superior Court, Case No. 21STCV18635 [Hon. Elihu M. Berle – approving attorneys’ fees of \$216,666.67 and **3.49 multiplier**, one-third of \$650,000 settlement in a pre-certification wage and hour class action].

38. Plaintiff’s counsel litigated this case on a contingent basis, incurring almost **\$17,000.00** in costs with no guarantee of recovery and with any payment deferred to the end and entirely contingent on the outcome. Plaintiff’s counsel invested over 390.05 hours of attorney and support staff time into this action, with payment deferred to the end and entirely contingent on the outcome.

39. Based on my experience and research, and the experience of my firm, Cohelan Khoury & Singer’s skill and experience support their hourly rates and are in line with rates typically approved in California wage and hour class actions and previously awarded to our attorneys in other settlements: Founding Partner, Isam C. Khoury - \$1,100; Partner, Maggie Realin - \$700. The Laffey Matrix would actually provide for a rate increase: Founding Partner, Isam C. Khoury - \$1,227 (20+ years out of law school); Partner, Maggie Realin - \$1,019 (11-19 years out of law school). Attached as **Exhibit 5** is a true and correct copy of the Laffey Matrix (accessed June 18, 2026, available at <http://www.laffeymatrix.com/see.html>).

1 40. Further, the fees sought for paralegal Amber Worden are appropriate because
2 she meets the requirements of Business & Professions Code sections 6450, *et seq*, including
3 qualifications and continuing education and her hourly billing rates and hours worked are
4 reasonable and usual for the services rendered.

5 41. The Settlement provides for reimbursement of costs not to exceed \$25,000.00.
6 Plaintiff's Counsel seeks reimbursement of actual costs of \$16,936.46. These costs are
7 reasonable and were necessary to prosecute this case. Attached as **Exhibit 6** is a true and
8 correct copy of Cohelan Khoury & Singer's Itemized Costs, totaling \$7,055.19.

9 42. Plaintiff released all individual claims and waived Civil Code section 1542, in
10 exchange for a monetary compensation as specified in a separate confidential settlement
11 agreement.

12 43. As with the representative PAGA claims, Defendants strongly deny the merits
13 of Plaintiff's individual claims, asserted credible defenses, and resolved the claims only to buy
14 peace and avoid the inconvenience and expense of further litigation.

15 44. Subject to the usual litigation risks, the settlement amount is less than what
16 Plaintiff may have reasonably obtained if successful. If considered only as a payment for a
17 general release of claims, no part of the payment is consideration for agreeing to settlement of
18 PAGA claims.

19 45. On the same date this motion is filed with the Court, it will be served upon
20 Defendants and provided to the Labor and Workforce Development Agency ("LWDA")
21 electronically through the LWDA's website using the appropriate intake form. Attached as
22 **Exhibit 7** is a true and correct copy of the LWDA's Confirmation of Receipt.

23 I declare under the penalty of perjury under the laws of the State of California that the
24 foregoing is true and correct and this declaration is executed on July 2, 2026 in San Diego,
25 California.

26 
27 Isam C. Khoury
28

EXHIBIT 1

1 David R. Markham (SBN 071814)

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12 Attorneys for Defendants, OPTUM CARE, INC. and OPTUMCARE MANAGEMENT, LLC

13 (ADDITIONAL COUNSEL ON FOLLOWING PAGE)

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF LOS ANGELES**

16 MONIQUE BRAVO, an individual, on behalf
17 of herself and all others similarly situated,

Plaintiff,

18 v.

19 OPTUMCARE MANAGEMENT, LLC, a
20 California Corporation,

21 Defendant.

22 _____
23 MONIQUE BRAVO, an individual, on behalf
24 of herself and all others similarly situated,

Plaintiff,

25 v.

26 OPTUM CARE, INC., a California
corporation, and DOES 1 through 25,

27 Defendant.
28

Case No. 22STCV12240 ("Bravo I")

Related Case No.: 23STCV17426 ("Bravo II")

Assigned to Hon. Brock T. Hammond, Dept: 31

**PAGA REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

Bravo I Action Filed: April 11, 2022

Bravo II Action Filed: July 25, 2023

Trial Date: Not Set

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19 Attorneys for Defendants, OPTUM CARE, INC. and OPTUMCARE MANAGEMENT, LLC

1 **PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE**

2 This PAGA Representative Action Settlement Agreement and Release (“Settlement” or
3 “Agreement”) is made and entered into by and between Plaintiff Monique Bravo, on behalf of the
4 State of California and other Aggrieved Employees as defined below (“Plaintiff”) on the one hand,
5 and Defendants OptumCare Management, LLC and Optum Care, Inc. (collectively “Defendants”)
6 on the other hand (Plaintiff and Defendants collectively referred to as the “Parties”).

7 By executing this Agreement, the Parties intend to settle the lawsuits entitled *Monique Bravo v.*
8 *Optumcare Management, LLC*, Los Angeles County Superior Court, Case No. 22STCV12240
9 (“Bravo I”) and *Monique Bravo v. Optum Care, Inc.*, Los Angeles County Superior Court, Case
10 No. 23STCV17426 (“Bravo II”), both involving claims brought under the California Private
11 Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698, *et seq.* (the “Actions”).

12 **I. DEFINITIONS**

13 As used herein, for the purposes of this Agreement only, the following terms shall be
14 defined as set forth below:

15 1.1 **“Aggrieved Employees”** means all current and former non-exempt and/or hourly
16 paid California employees of OptumCare Management, LLC or Optum Care, Inc. who worked at
17 any time during the PAGA Period as follows:

18 a. all individuals who were employed by Defendant OptumCare Management,
19 LLC in the State of California as Registered Nurse Care Managers or
20 Licensed Vocational Nurse Care Managers at any time during the period of
21 February 5, 2021 through March 18, 2022 and were classified as exempt
22 employees (“Bravo I Misclassification Group”).

23 b. all individuals who were employed by Defendant OptumCare Management,
24 LLC in the State of California as Registered Nurse Care Managers or
25 Licensed Vocational Nurse Care Managers at any time during the period
26 between February 5, 2021 through December 18, 2022 (“Bravo I
27 Reimbursement Group”); and
28

c. all individuals who were or are currently employed by Optum Care, Inc. in California and who performed the same or substantially similar duties to the Aggrieved Employees identified in Bravo I (i.e., those who worked for Optum Care, Inc. as Case Manager RN or LPN, Preservice Review Nurse LPN or RN, Utilization Management Nurse RN or LPN, Senior Utilization Management Nurse RN, Senior Case Manager RN, and Senior LPN), and who were also designated as telecommuters at any time during the period between May 21, 2022 through 90-days after the date of mediation (i.e., April 26, 2026) or the date the Court approves the settlement, whichever is sooner (“Bravo II Reimbursement Group”)(collectively, the “PAGA Periods”).

1.2 **“Aggrieved Employee Settlement Amount”** means 25% of the Net Settlement Amount (as defined below).

1.3 **“Approval Order”** means the approval order issued and entered by the Court following a Motion For Approval Of The PAGA Settlement.

1.4 **“Attorneys’ Fees and Costs”** means the payment, as approved by the Court, to be made to Plaintiff’s Counsel (as defined below) in full satisfaction of all claims Plaintiff may have for reasonable attorneys’ fees, litigation costs, and expenses incurred in the Actions. Attorneys’ Fees and Costs are to be taken from the Gross Settlement Amount (as defined below). The amount of attorneys’ fees awarded to Plaintiff’s Counsel may not exceed 35% of the Gross Settlement Amount, or \$220,500. The amount of litigation costs and expenses awarded to Plaintiff’s Counsel may not exceed \$25,000. Defendants agree not to contest the amount of Attorneys’ Fees and Costs, provided that they are consistent with the terms of this Agreement.

1.5 **“Court”** refers to the Los Angeles County Superior Court presiding over the Actions.

1.6 **“Data List”** means a complete list of all Aggrieved Employees that Defendants will diligently and in good faith compile from its records and provide to the Settlement Administrator (as defined below) within 30 calendar days after the date of the Approval Order. The Data List will

1 be formatted in Microsoft Office Excel and will include each individual's full name, last known
2 mailing address, Social Security number, number of bi-weekly pay periods with respect to the
3 Bravo I and Bravo II actions, and all necessary information to prepare and calculate Individual
4 Settlement Payments (as defined below) to Aggrieved Employees. For purposes of this Agreement,
5 the Data List provided by Defendants shall be considered the official information to be used for this
6 Settlement.

7 1.7 **"Defense Counsel"** refers to Andrew M. Paley, Elizabeth MacGregor, and Gina Gi
8 of Seyfarth Shaw LLP.

9 1.8 **"Effective Date"** means the date upon which all of the following have occurred:
10 (i) approval of the Settlement is granted by the Court overseeing the Action, or other court
11 assuming jurisdiction of this matter, and (ii) the Court's Judgment approving the Settlement
12 becomes Final. "Final" shall mean the latest of: (i) if there is an appeal of the Court's Judgment,
13 the date on which the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the
14 expiration of the time to file a petition for review to the California Supreme Court and/or petition
15 for writ of certiorari to the U.S. Supreme Court, or (ii) if a petition for writ of certiorari is filed, the
16 date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to
17 such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any
18 appeal of the Judgment; i.e., 60 calendar days after entry of the Judgment.

19 1.9 **"Escalation Clause"** refers to the condition necessary to increase the Gross
20 Settlement Amount (as defined below). Specifically, as of the date of the private mediation on
21 January 26, 2026, Defendants had represented that the Aggrieved Employees worked 29,629 pay
22 periods from February 5, 2021, through January 26, 2026. In the event that Defendants' data shows
23 that the actual number of pay periods worked by the Aggrieved Employees during the PAGA
24 Period exceeds 29,629 by more than 10% (i.e., exceeds 32,592 pay periods), Defendants shall have
25 the option to either: (1) agree to increase the Gross Settlement Amount on a proportional basis
26 above 10% (i.e., if there is an 11% increase in the number of pay periods during the PAGA Period,
27 Defendants would agree to increase the Gross Settlement Amount by 1%); or (2) elect to end the
28 PAGA Period on an earlier date at the Defendants' discretion in order to limit the covered pay

1 periods to 10% more than the estimate provided in lieu of paying an increase to the Gross
2 Settlement Amount.

3 1.10 **“Gross Settlement Amount”** (“GSA”) means the amount that the Parties negotiated
4 and agreed upon for the resolution of the Actions and Released PAGA Claims, in an amount not to
5 exceed \$630,000.00. The GSA shall be inclusive of (i) the Attorneys’ Fees and Costs; (ii) the Net
6 Settlement Amount, and (iii) the Settlement Administrator’s Expenses (as defined below). The
7 GSA is a material term of this Agreement and Defendants shall not be required to pay more than the
8 GSA, unless the Escalation Clause is triggered.

9 1.11 **“Individual Settlement Payments to Aggrieved Employees”** means the individual
10 payments that shall be made to each Aggrieved Employee, which in the aggregate total the
11 Aggrieved Employee Settlement Amount. Individual Settlement Payments to Aggrieved
12 Employees are taken from the Net Settlement Amount (as defined below).

13 1.12 **“Judgment”** means a judgment entered by the Court that approves this Settlement,
14 incorporates by reference the terms and conditions of this Agreement, and retains jurisdiction over
15 the Parties and the Settlement under Code of Civil Procedure § 664.6 for purposes of enforcing the
16 Agreement.

17 1.13 **“LWDA”** refers to the California Labor and Workforce Development Agency.

18 1.14 **“LWDA Payment”** means 75% of the Net Settlement Amount (as defined below),
19 made to the LWDA.

20 1.15 **“Net Settlement Amount”** (“NSA”) shall be the GSA minus the Attorneys’ Fees
21 and Costs, and the Settlement Administrator’s Expenses. The Net Settlement Amount shall be
22 allocated as follows: 75% of the NSA (i.e., the LWDA Payment) will be paid to the LWDA , and
23 25% of the NSA (i.e., the Aggrieved Employee Settlement Amount) will be paid to the Aggrieved
24 Employees based on the number of bi-weekly pay periods worked during the PAGA Periods in
25 Bravo I and Bravo II (as defined below).

26 1.16 **“Notice to Aggrieved Employees With Distribution of PAGA Payment”** refers to
27 the statement the Settlement Administrator (as defined below) will include with the distribution of
28 the Individual Settlement Payments to Aggrieved Employees. The Notice to Aggrieved Employees

1 With Distribution of PAGA Payment will state as follows: “Defendants have entered into a
2 compromise and settlement with the State of California in connection with claims brought under the
3 Private Attorneys General Act. As part of this compromise and settlement, the Court has ordered
4 the enclosed settlement check.”

5 1.17 “**PAGA**” refers to the Private Attorneys General Act of 2004.

6 1.18 “**PAGA Period**” shall mean the time period from February 5, 2021 through
7 December 18, 2022 for the Bravo I Misclassification Group, and the time from February 5, 2021
8 through December 18, 2022 for the Bravo I Reimbursement Group and from May 21, 2022 through
9 April 26, 2026 for the Bravo II Reimbursement Group.

10 1.19 “**Pay Periods**” refers to the number of pay periods that each Aggrieved Employee
11 worked for Defendants in California during the PAGA Period with respect to the Bravo I
12 Misclassification Group and the Bravo I Reimbursement Group and Bravo II Reimbursement
13 Group. Defendants’ employment records will be determinative for purposes of calculating the Pay
14 Periods and any payments under the Settlement. If an individual worked during any day of the Pay
15 Periods, the Pay Periods shall be included in their pro rata share of the Aggrieved Employee
16 Settlement Amount.

17 1.20 “**Plaintiff’s Counsel**” means David R. Markham and Lisa Brevard of The Markham
18 Law Firm, Isam C. Khoury and Maggie Realin of Cohelan Khoury & Singer, and Walter L. Haines
19 of United Employees Law Group.

20 1.21 “**Qualified Settlement Fund**” means a fund established by the Settlement
21 Administrator pursuant to U.S. Treasury Regulation Section 468B-1.

22 1.22 “**Released PAGA Claims**” shall mean any and all claims, rights, demands, charges,
23 complaints, obligations or liability of any kind for PAGA civil penalties and other available
24 remedies under the PAGA that were asserted or that could have been asserted based on the facts
25 alleged in the operative Complaint of the Bravo I and Bravo II Actions during the PAGA Period,
26 irrespective of theory of recovery. This includes, but is not limited to, PAGA civil penalties for the
27 alleged violation of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1198,
28 2802, claims based on misclassification of nurse case managers, any applicable Wage Order of the

1 California Industrial Welfare Commission, and any remedies under PAGA for any of the claims
2 described herein, including, penalties, restitution, declaratory relief, equitable or injunctive relief,
3 interest, and attorneys' fees and costs. The Released PAGA Claims shall be released by Plaintiff,
4 the State of California, the LWDA, and all Aggrieved Employees, without any option to submit any
5 Request for Exclusion. The release period shall correspond to the respective PAGA Periods defined
6 in Section 1.18 above. The scope of the release and the applicable release periods shall align with
7 the PAGA letters and complaints filed in the Actions. Specifically, Bravo I Reimbursement Group
8 and Bravo II Reimbursement Group shall be limited to a release under Labor Code section 2802,
9 while all other released claims, as listed above, in addition to section 2802, shall apply only to the
10 Bravo I Misclassification Group.

11 1.23 **"Released Parties"** shall mean Defendants, and each of their current and former
12 predecessors, successors, subsidiaries, parent companies, other corporate affiliates, shareholders,
13 members, agents, and assigns, including but not limited to UnitedHealth Group, Inc., and all of their
14 officers, directors, employees, agents, servants, registered representatives, attorneys, insurers,
15 successors and assigns, and any other persons acting by, through, under or in concert with any of
16 them.

17 1.24 **"Settlement Administrator"** refers to Phoenix Settlement Administrators.

18 1.25 **"Settlement Administrator's Expenses"** refers to the costs payable from the GSA
19 to the Settlement Administrator for administering this Settlement, including, but not limited to,
20 printing, distributing, and tracking documents for this Agreement, distributing the GSA,
21 establishing a separate employer identification number and creating a Qualified Settlement Fund (as
22 defined below), and providing necessary reports and declarations, as requested by the Parties. The
23 Settlement Administration Costs are currently estimated to be \$7,140.75. The Settlement
24 Administrator shall use its own Tax Payer Identification Number to issue to Aggrieved Employees
25 Form-1099s for all amounts paid under this settlement. The Settlement Administrator shall
26 establish a Qualified Settlement Fund account pursuant to Section 468B(g) of the Internal Revenue
27 Code for the purpose of administering the settlement, into which the GSA will be deposited and
28

1 calculate all settlement checks required under law based on information that will be confidentially
2 furnished by Defendants.

3 **II. RECITALS**

4 2.1.1 On February 22, 2022, Plaintiff submitted a PAGA Notice to the LWDA,
5 alleging various Labor Code violations and applicable Industrial Welfare Commission Wage Order
6 against Defendant Optumcare Management, LLC.

7 2.1.2 On April 11, 2022, Plaintiff filed a PAGA representative action against
8 Defendant Optumcare Management, LLC in Los Angeles County Superior Court, entitled *Bravo v.*
9 *OptumCare Management, LLC*, Los Angeles County Superior Court, Case No. 22STCV12240.

10 2.1.3 On May 19, 2023, Plaintiff submitted another PAGA Notice to the LWDA,
11 alleging various Labor Code violations and applicable Industrial Welfare Commission Wage Order
12 against Defendants Optumcare Management, LLC and Optum Care, Inc.

13 2.1.4 On July 25, 2023, Plaintiff filed a PAGA representative action against
14 Defendant Optum Care, Inc. in Los Angeles County Superior Court, entitled *Monique Bravo v.*
15 *Optum Care, Inc.*, Los Angeles County Superior Court, Case No. 23STCV17426.

16 2.1.5 As part of the discovery process, Defendants provided Plaintiff with, among
17 other things, all of the relevant written policies and procedures, Plaintiff's personnel file and pay
18 records, job descriptions, job aids, guidelines and criteria for processing referrals. Defendants also
19 furnished Plaintiff with data points for the Bravo I Misclassification Group and the Bravo I and
20 Bravo II Reimbursement Group, including the total number of Aggrieved Employees, and the total
21 number of pay periods worked by Aggrieved Employees.

22 2.1.6 Plaintiff's Counsel represents they have thoroughly investigated Plaintiff's
23 claims against Defendants. Plaintiff's Counsel further represent they have conducted their own
24 investigation into the underlying facts, events, and issues related to the subject matter of the
25 Actions, including review of the records produced by Defendants. In addition, Plaintiff's Counsel
26 represent that they have further undertaken an extensive analysis of the legal principles applicable
27 to the claims asserted against Defendants, and the potential defenses thereto. All Parties have had
28 ample opportunity to evaluate their respective positions on the merits of the claims asserted.

1 2.2 **Private Mediation**

2 2.2.1 On January 26, 2026, the Parties attended a full-day mediation with Daniel J.
3 Turner, Esq., a highly-respected and experienced mediator in employment class and representative
4 action cases. At the end of a full-day mediation, the Parties were at an impasse, but Mr. Turner
5 issued a mediator's proposal to settle the Actions.

6 2.2.2 On January 28, 2026, the Parties accepted Mr. Turner's mediator's proposal
7 to resolve the Actions.

8 2.2.4 The Parties have agreed to settle the Action for an amount not to exceed (i.e.,
9 unless the Escalation Clause is triggered) \$630,000.00 (i.e., the Gross Settlement Amount). The
10 entire Gross Settlement Amount will be disbursed pursuant to the terms and conditions of this
11 Agreement, and none of it will revert to Defendants.

12 c. **The Settlement Is The Result of Arms' Length Negotiations.** Based on the
13 foregoing investigation and evaluation, Plaintiff's Counsel is of the opinion that the terms set forth
14 in this Agreement are fair, reasonable, adequate, and in the best interests of the State of California
15 and the Aggrieved Employees. The terms of the Settlement also reflect extensive exchange of
16 information and data between the Parties, which allowed Plaintiff's Counsel to fully evaluate the
17 potential risks in pursuing the underlying claims on the merits. This Agreement was reached after
18 extensive arms'-length negotiations, including one full-day mediation, and it was negotiated in light
19 of all known facts and circumstances, including the risks of significant delay and uncertainty
20 associated with litigation, the risk that the Actions would not be permitted to proceed on a
21 representative basis, various defenses asserted by Defendants, and potential appellate issues.
22 Plaintiff's Counsel also evaluated the interest of the Aggrieved Employees and the State of
23 California in receiving a timely settlement, rather than continued litigation in the Actions.

24 d. **The Parties' Intent.** It is the desire of the Parties to fully, finally, and forever settle,
25 compromise, and discharge the Released PAGA Claims arising during the PAGA Period. The
26 Parties also intend to effectuate the full scope of the Released PAGA Claims in this Agreement.

27 2.5 **Stipulation to Consolidate the Actions for Settlement Purposes Only.** Upon
28 execution of this Agreement, Plaintiff's Counsel shall promptly prepare and file a joint stipulation

1 to consolidate both Actions for settlement purposes only, so that the settlement can be jointly
2 administered.

3 Once the cases are consolidated, Plaintiff agrees to file a Motion for Approval of the PAGA
4 Settlement in the consolidated Bravo I and Bravo II Actions within 60 days. Plaintiff's counsel shall
5 provide Defense Counsel with a draft of the Motion for Approval of the PAGA Settlement at least
6 five (5) business days before the motion is filed.

7 The Parties stipulate that if the Court does not grant the Motion to Approve the PAGA
8 Settlement, the Actions will revert to their prior state and will no longer be deemed consolidated.

9 **III. NON-ADMISSIONS OF LIABILITY**

10 3.1 Defendants deny and continue to deny all of the allegations made by Plaintiff in the
11 Actions, and deny and continue to deny that they are liable or owe any damages, penalties or other
12 compensation or remedies to anyone with respect to the alleged facts or claims asserted in the
13 Actions. Defendants deny any liability or wrongdoing of any kind in connection with Plaintiff's
14 claims, and contend that, during all relevant times, they complied with all applicable California and
15 federal law. Nonetheless, without admitting or conceding any liability or damages whatsoever, and
16 without admitting that a representative action is appropriate except for settlement purposes alone,
17 Defendants have agreed to settle the Actions on the terms and conditions set forth in this
18 Agreement, to avoid the burden, expense, and uncertainty of continuing with litigation.

19 3.2 The Parties understand and agree that this Agreement and any exhibits thereto are
20 settlement documents and shall be inadmissible for the purpose of showing liability against
21 Defendants or the Released Parties. However, the Parties agree that, to the extent permitted by law,
22 this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for
23 an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or
24 attempted in breach of this Agreement.

25 **IV. FINANCIAL TERMS OF THE SETTLEMENT**

26 4.1 **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement,
27 Defendants shall pay the gross settlement amount not to exceed \$630,000.00, which includes
28 Attorneys' Fees and Costs, Net Settlement Amount, and Settlement Administrator's Expenses to

1 Settlement Administrator. The Gross Settlement Amount is a material term of the Agreement and
2 shall not be increased for any reason, unless the Escalation Clause is triggered. Specifically,
3 Defendants have represented that the Aggrieved Employees worked 29,629 biweekly pay periods
4 from February 5, 2021, through January 26, 2026. In the event that Defendants' data shows a
5 greater than 10% increase in the number of biweekly pay periods (i.e., exceeds 32,592 pay periods)
6 during the PAGA Period, Defendants shall have the option to either: (1) agree to increase the Gross
7 Settlement Amount on a proportional basis above 10% (i.e., if there is an 11% increase in the
8 number of pay periods during the PAGA Period, Defendants would agree to increase the Gross
9 Settlement Amount by 1%); or (2) elect to end the PAGA Period on an earlier date at the
10 Defendants' discretion in order to limit the covered pay periods to 10% more than the estimate
11 provided in lieu of paying an increase to the Gross Settlement Amount.

12 **4.2 Attorneys' Fees And Costs.** Plaintiff's Counsel will apply to the Court for an
13 award of Attorneys' Fees And Costs not to exceed 35% of the Gross Settlement Amount, or
14 \$220,500, and reasonable documented costs directly incurred for purposes of the Action, as
15 supported by declarations, not to exceed \$25,000. Except as provided in this Agreement,
16 Defendants shall have no liability for any other attorneys' fees, costs or expenses in connection with
17 the Actions.

18 4.2.1 Plaintiff's Counsel will be responsible for submitting all documents to
19 support their request for attorneys' fees, costs, and expenses in connection with the Actions.
20 Defendants agree not to oppose or object to Plaintiff's Counsel's request for Attorneys' Fees And
21 Costs if they are made in accordance with the terms of this Agreement.

22 4.2.2 If the Court does not approve or approves only a lesser amount than that
23 requested by Plaintiff's Counsel for Attorneys' Fees And Costs, this is not a basis for Plaintiff to
24 void the Settlement, and the other terms of the Agreement shall still apply. The Court's refusal to
25 approve the Attorneys' Fees And Costs requested by Plaintiff's Counsel does not give the Plaintiff,
26 Aggrieved Employees, or Plaintiff's Counsel any basis to abrogate the Agreement. Any amount of
27 Attorneys' Fees And Costs requested by Plaintiff's Counsel but unapproved by the Court shall be
28 part of the Net Settlement Amount.

1 4.3 **Settlement Administration Cost.** Subject to the Court’s approval, Defendants
2 agree to pay the Settlement Administrator the Settlement Administrator’s Expenses, currently
3 estimated at \$7,140.75, for the administration of this Settlement. The Settlement Administrator’s
4 Expenses shall be paid from the GSA. Any reduction by the Court or any unused amount shall
5 revert to the Net Settlement Amount. The Settlement Administrator shall assist in all aspects of the
6 settlement process for the Action, including, but not limited to:

7 4.4.1 Establishing a separate employer identification number and a Qualified
8 Settlement Fund, tax reporting, making tax payments, providing required 1099 forms;

9 4.4.2 Calculating and distributing Attorneys’ Fees and Costs, Net Settlement
10 Amount, including Aggrieved Employee Settlement Amount and LWDA Payment, and Settlement
11 Administration Cost;

12 4.4.3 Printing, distributing, tracking, sending, and resending of Notice to
13 Aggrieved Employees With Distribution of PAGA Payment pursuant to the terms of this
14 Agreement; and

15 4.4.4. Tracking and distributing any unclaimed Qualified Settlement Funds to the
16 California State Controller’s Office pursuant to California’s Unclaimed Property Law.

17 4.4 **Net Settlement Amount.** After deducting (i) the court-approved Attorneys’ Fees
18 and Costs and (ii) the court-approved Settlement Administrator’s Expenses, the remainder of the
19 Gross Settlement Amount is the Net Settlement Amount, which consists of the LWDA Payment
20 and the Aggrieved Employee Settlement Amount. For tax purposes, the Parties agree that the
21 PAGA Payment allocated to the Aggrieved Employees shall be considered penalties, for which a
22 Form 1099 will be issued to reflect these payments. Aggrieved Employees will be responsible for
23 paying any personal income taxes owed on the amounts they receive. Funds contained in the
24 settlement checks that are returned as undeliverable and in settlement checks uncashed for more
25 than 180 days after issuance will be tendered to the California State Controller’s Office -
26 Unclaimed Property Fund, to be held in the name of the Aggrieved Employee.

27 4.5 **No Impact On Employee Benefit Plans.** None of the payments made pursuant to
28 the Agreement shall be considered for purposes of determining eligibility for, vesting or

1 participation in, or contributions to any benefit plan, including, without limitation, all plans subject
2 to the Employee Retirement and Income Security Act of 1974 (“ERISA”). Any distribution of
3 payments to Plaintiff and Aggrieved Employees shall not be considered as a payment of wages or
4 compensation under the terms of any applicable benefit plan and shall not affect participation in,
5 eligibility for, vesting in, the amount of any past or future contribution to, or level of benefits under
6 any applicable benefit plan. Any amounts paid will not impact or modify any previously credited
7 hours of service or compensation taken into account under any benefit plan sponsored or
8 contributed to by Defendants or any jointly-trusted benefit plan. For purposes of this Agreement,
9 “benefit plan” means each and every “employee benefit plan,” as defined in 29 U.S.C. § 1002(3),
10 and, even if not thereby included, any 401(k) plan, bonus, pension, stock option, stock purchase,
11 stock appreciation, welfare, profit sharing, retirement, disability, vacation, sick time or pay,
12 severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit
13 plan, practice, program, or policy.

14 **V. RELEASES**

15 **5.1 Release By Plaintiff, The State Of California, And The Aggrieved Employees.**

16 Upon funding of the Gross Settlement Amount, Plaintiff, on behalf of herself, the State of
17 California, and the Aggrieved Employees fully and finally release and forever discharge the
18 Released Parties from any and all Released PAGA Claims during the PAGA Period. As a result of
19 this release, Plaintiff, the State of California, and the Aggrieved Employees will not be able to bring
20 a claim or seek civil penalties based on the Released PAGA Claims that took place during the
21 PAGA Period.

22 **5.1 Additional Release By Plaintiff.** In addition to the Released PAGA Claims,
23 Plaintiff also agrees to concurrently execute a separate general release of all claims, known or
24 unknown, in favor of Defendants and Releasees, in consideration for a payment to settle her
25 individual claims (the “Individual Settlement Payment to Plaintiff”), which will be memorialized
26 under a separate Individual Settlement Agreement. Plaintiff’s general release of claims, known or
27 unknown, will only take effect once Plaintiff receives her Individual Settlement Payment to
28 Plaintiff. The Parties agree to disclose Plaintiff’s Individual Settlement Payment to the Court to the

1 extent necessary to obtain approval of the settlement as to the Aggrieved Employees. Should it be
2 required, the Parties will request permission to lodge with the Court the terms of the Individual
3 Settlement Agreement under seal. Plaintiff will receive the Individual Settlement Payment to
4 Plaintiff within forty-five (45) calendar days of the Effective Date.

5 **5.2 Injunction From Pursuing Released PAGA Claims.** Plaintiff, the State of
6 California, and the Aggrieved Employees shall be enjoined from filing, initiating, or continuing to
7 prosecute any actions, claims, complaints, or proceedings in any court, or with the Division of
8 Labor Standards Enforcement (“DLSE”), or with the LWDA, or the United States Department of
9 Labor (“DOL”), or with any other entity regarding the Released PAGA Claims released in the
10 Agreement. This Settlement is conditioned upon the release by Plaintiff, the State of California,
11 and Aggrieved Employees as described herein. In the event that any court or administrative agency
12 does not give full effect to the release, Defendants shall have the right to file a motion for summary
13 judgment or any other pleading or paper to enforce the terms of this Agreement. Plaintiff’s Counsel
14 will not oppose, contest or interfere with efforts by Defendants to oppose any attempt to bring such
15 released claims against Defendants.

16 **VI. COMPUTATION OF SETTLEMENT PAYMENTS TO AGGRIEVED** 17 **EMPLOYEES**

18 **6.1 Payments Based On Pay Periods.** The PAGA Payment will be distributed to
19 Aggrieved Employees subject to a 2/3 allocation to the Bravo I Misclassification Group and (1/3)
20 allocation to the Bravo I Reimbursement Group and Bravo II Reimbursement Group, as specified in
21 paragraph 1.1, above. Each Aggrieved Employee’s share of the Aggrieved Employee Settlement
22 Amount (25% of the Net Settlement Amount) shall be determined as follows:

23 6.1.1 Calculate the value per pay period in the *Bravo I* Misclassification Group by
24 dividing the pay periods associated with that group by the total PAGA
25 Payment allocated to that group. Then, determine the amount owed to each
26 Aggrieved Employee in the *Bravo I* Misclassification Group by taking the
27 number of pay periods worked by each Aggrieved Employee while a member
28

of the Bravo I Misclassification Group and multiplying that number by the value per pay period;

6.1.2 Calculate the value per pay period in the *Bravo I* Reimbursement Group and *Bravo II* Reimbursement Group, by dividing the pay periods associated with the *Bravo I* and *Bravo II* Reimbursement Groups by the total PAGA Payment allocated to the *Bravo I* and *Bravo II* Reimbursement Groups. Then, determine the amount owed to each Aggrieved Employee in the *Bravo I* and *Bravo II* Reimbursement Groups by taking the number of pay periods worked by each Aggrieved Employee while a member of the Bravo I and Bravo II Reimbursement Groups and multiplying that number by the value per pay period.

6.2 Defendants shall provide records (i.e., the Data List) to the Settlement Administrator, showing the total Pay Periods of Aggrieved Employees during the PAGA Period. Defendants' records shall be determinative for purposes of calculating the number of Pay Periods worked and any payments to the Aggrieved Employees.

6.3 **Distribution Of PAGA Payment.** The Settlement Administrator will issue appropriate tax forms for all payments issued under this Agreement. The payments made under this Agreement will be made with respect to the PAGA claims for all Aggrieved Employees, including the Plaintiff; accordingly, the payments shall be distributed without a claims process or an opportunity to object or opt out.

VII. SETTLEMENT APPROVAL PROCEDURE

7.1 **Approval Of Settlement Terms.** Upon execution of this Agreement, Plaintiff's Counsel shall promptly prepare and file a joint stipulation to consolidate both Actions for settlement purposes only, so that the settlement can be jointly administered.

Once the cases are consolidated, Plaintiff's Counsel shall promptly prepare the Motion For Approval of PAGA Settlement in the consolidated Bravo I and Bravo II Actions within 60 days. The Motion For Approval of PAGA Settlement shall seek an order to approve the proposed settlement according to the terms in this Agreement. The Motion For Approval of PAGA

1 Settlement also shall seek an order that provides for the Notice to be sent to Aggrieved Employees
2 as specified in this Agreement. The Motion For Approval of PAGA Settlement shall include the
3 bases for the GSA and why the amount is reasonable in light of the facts and controlling authorities
4 pertaining to the claims alleged in the Action. Defense Counsel will be given an opportunity to
5 comment on said motion at least five (5) business days prior to filing, and such comments shall be
6 implemented to the extent they are deemed reasonable by Plaintiff's Counsel.

7 **7.2 Entry Of Judgment.** The Parties shall request that the Court issue Judgment in
8 accordance with this Agreement and without further fees or costs to any party except as expressly
9 set forth in this Agreement. In the event the Court denies the Motion for Approval of PAGA
10 Settlement and fails to enter final judgment in accordance with this Agreement, or such final
11 judgment is vacated or reversed, the Parties shall revert to their respective positions before the
12 Settlement was reached, as if no settlement had been attempted, and agree the Actions will no
13 longer be deemed consolidated, unless the Parties jointly agree to seek reconsideration or appellate
14 review of the ruling or approval of a renegotiated settlement.

15 **7.3 Notice To The LWDA.** Plaintiff's Counsel shall give written notice of the PAGA
16 Settlement to the LWDA simultaneously with the filing of the Motion For Approval of PAGA
17 Settlement in the Action pursuant to Labor Code § 2699(s)(2).

18 **VIII. NOTICE TO AGGRIEVED EMPLOYEES**

19 **8.1 Data List.** Defendants shall provide the Settlement Administrator with the Data List
20 within 30 calendar days after the Court issues an Order approving the Settlement. The Data List is
21 being provided confidentially to the Settlement Administrator only, and the Settlement
22 Administrator shall treat the information as private and confidential and take all necessary
23 precautions to maintain the confidentiality of Data List. This information is to be used only to carry
24 out the Settlement Administrator's duties as specified in this Settlement.

25 **8.2 Mailing Of Notice To Aggrieved Employees With Distribution of PAGA**
26 **Payment.** The Settlement Administrator shall use First Class U.S. Mail to mail the Notice to
27 Aggrieved Employees With Distribution of PAGA Payments within 15 calendar days after funding
28 of the Gross Settlement Amount, using the most current, known mailing address for each Aggrieved

1 Employee based on information provided by Defendants. The Notice to Aggrieved Employees
2 With Distribution of PAGA Payment will state as follows: “Defendants have entered into a
3 compromise and settlement with the State of California in connection with claims brought under the
4 Private Attorneys General Act. As part of this compromise and settlement, the Court has ordered
5 the enclosed settlement check.” A copy of the Notice to Aggrieved Employees is attached hereto as
6 **Exhibit A.**

7 **8.3 Non-Delivered Notices Or Checks.** Any mailing returned to the Settlement
8 Administrator as undeliverable shall be re-mailed within five calendar days via First Class U.S.
9 Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement
10 Administrator shall attempt to determine the correct address using the National Change of Address
11 Data-base maintained by the United States Postal Service for a single re-mailing via First Class
12 U.S. Mail within five calendar days. If the National Change of Address Database does not provide
13 a correct address, the Settlement Administrator shall attempt to determine the correct address using
14 the Class Member’s Social Security number and any available information provided by Defendants.

15 **IX. FUNDING AND DISTRIBUTING OF GROSS SETTLEMENT AMOUNT**

16 **9.1 Funding Of Gross Settlement Amount.** The Settlement Administrator shall
17 establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for
18 purposes of administering the Settlement. The Settlement Administrator shall furnish the Qualified
19 Settlement Fund with its own Employer ID Number and calculate all settlement checks and
20 withholdings required under law based on information that will be confidentially furnished by
21 Defendants. Within 30 calendar days after the Effective Date, Defendants shall deposit the Gross
22 Settlement Amount with the Settlement Administrator, provided that the Settlement Administrator
23 timely and promptly provides funding instructions to Defendants.

24 **9.2 Timing of Disbursement Of Gross Settlement Amount.**

25 **9.2.1 Attorneys’ Fees And Costs.** Subject to the terms of the Agreement, the
26 Settlement Administrator shall distribute payment of any approved Attorneys’ Fees And Costs
27 within 15 calendar days after the funding of the Gross Settlement Amount. This is the same date
28 that the Net Settlement Amount will be distributed to the LWDA and to the Aggrieved Employees.

1 The Settlement Administrator shall issue an Internal Revenue Service Form 1099 to Plaintiff's
2 Counsel for any Attorneys' Fees And Costs payment, based on the allocation communicated by
3 Plaintiff's Counsel. Plaintiff's Counsel shall be solely and legally responsible for paying all
4 applicable taxes on any Attorneys' Fees And Costs and shall indemnify and hold harmless
5 Defendants from any claim or liability for taxes, penalties, or interest arising as a result of the
6 payment.

7 **9.2.2 Settlement Administrator's Expenses.** The Settlement Administrator shall
8 pay itself any approved Settlement Administrator's Expenses within 15 calendar days after the
9 funding of the Gross Settlement Amount. The Settlement Administrator shall be solely and legally
10 responsible for paying all applicable taxes on any Settlement Administrator's Expenses and shall
11 indemnify and hold harmless Defendants from any claim or liability for taxes, penalties, or interest
12 arising as a result of the payment.

13 **9.2.3 Distribution Of Net Settlement Amount.** The Settlement Administrator
14 shall distribute the LWDA Payment (75% of the Net Settlement Amount) to the LWDA and all
15 Individual Settlement Payments (25% of the Net Settlement Amount) to Aggrieved Employees
16 within 15 calendar days after the funding of the Gross Settlement Amount. The Settlement
17 Administrator shall issue any necessary IRS Form 1099 statements to Aggrieved Employees for
18 their respective share of the Net Settlement Amount. Aggrieved Employees shall be solely and
19 legally responsible for paying all other applicable taxes on their respective share of the PAGA
20 Payment and shall indemnify and hold harmless Defendants from any claim or liability for taxes,
21 penalties, or interest arising as a result of the payments.

22 **9.3 Undeliverable Or Uncashed Checks.**

23 **9.3.1** The Settlement Administrator shall maintain a list of the postmark date for
24 the original mailing of the checks to the Individual Settlement Payments to Aggrieved Employees,
25 if any, the postmark date of any subsequent mailing to any Aggrieved Employees, and a list of any
26 individuals who did not receive the settlement checks due to the inability to locate a valid address
27 using the procedures described herein above in Section 8.2 or who otherwise could not be located
28 within two attempts at mailing.

1 9.3.2 All Individual Settlement Payments to Aggrieved Employees checks will
2 remain valid and negotiable for 180 days from the date of their mailing by the Settlement
3 Administrator. After 180 calendar days from the date of mailing, the checks shall become null and
4 void, and any monies remaining in the distribution account shall be distributed by the Settlement
5 Administrator to the California State Controller's Office pursuant to California's Unclaimed
6 Property Law. No part of the PAGA Payment shall be returned to Defendants.

7 9.3.3 For any Aggrieved Employees for whom the settlement checks were deemed
8 undeliverable, the funds associated with the settlement payment will be distributed to the California
9 State Controller's Office pursuant to California's Unclaimed Property Law.

10 **X. MISCELLANEOUS PROVISIONS**

11 10.1 **Interim Stay Of Proceedings.** The Parties agree to refrain from further litigation in
12 the Action, except such proceedings necessary to consolidate the Actions for settlement purposes
13 only and to implement and obtain approval of the terms of the Agreement. If the Settlement is not
14 finally approved, the Parties agree that they will revert to their positions in the lawsuit prior to the
15 time the Agreement was reached, that the Actions will no longer be deemed consolidated, and no
16 terms set forth in this Agreement will be admissible in any future proceedings in this case or any
17 other action.

18 10.2 **Stipulation To Representative Action For Settlement Purposes Only.** The
19 Parties agree to stipulate that the representative action is appropriate for purposes of the settlement
20 only. If, for any reason, the settlement is not approved, the stipulation will be void, and Defendants
21 shall have the full opportunity to file any motion to challenge liability for the PAGA claims or to
22 challenge the manageability of PAGA claims. The Parties further agree that the stipulation is not
23 an admission or waiver by Defendants to challenge the propriety of the PAGA claims, including
24 whether PAGA claims are appropriate for adjudication on a representative basis.

25 10.3 **Mutual Cooperation.** Plaintiff, Defendants, Plaintiff's Counsel, and Defense
26 Counsel agree to fully cooperate with each other to accomplish the terms of this Agreement,
27 including, but not limited to, execution of such documents and taking such other action as may
28 reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts

1 and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate
2 this Agreement.

3 10.4 **Plaintiff's Counsel's Representation.** Plaintiff's Counsel agree and represent that
4 they will engage only in conduct that supports and upholds the terms of the Agreement. The Parties
5 agree that verifiable electronic signatures are sufficient. However, if the Court orders wet
6 signatures, the Parties will follow the Court's Order.

7 10.5 **Parties' Authority.** The signatories hereto represent that they are fully authorized
8 to enter into this Agreement and are fully authorized to bind the Parties to all terms stated herein. It
9 is agreed that this Agreement may be executed on behalf of the State of California and the
10 Aggrieved Employees and by Plaintiff and Plaintiff's Counsel.

11 10.6 **Binding Effect Of Settlement.** Although some Aggrieved Employees might not
12 receive the notice as provided under this Agreement, due to inability to locate their current address
13 following the procedures set forth in this Agreement, such individuals shall nonetheless be bound
14 by all of the terms of this Agreement and the order approving the Settlement.

15 10.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the
16 Parties with regard to the subject matter contained herein, with the exception of Plaintiff's
17 Individual Settlement to be executed concurrently, and all prior and contemporaneous negotiations
18 and understandings between the Parties shall be deemed merged into this Agreement.

19 10.8 **Arms' Length Transaction; Materiality Of Terms.** The Parties have arrived at
20 this Agreement as a result of arm's length negotiations. Except as otherwise stated in this
21 Agreement, all terms and conditions of this Agreement in the exact form set forth in this Agreement
22 are material to this Agreement and have been relied upon by the Parties in entering into this
23 Agreement.

24 10.9 **Counterparts.** This Agreement may be executed in counterparts, and when each
25 party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
26 original, and when taken together with other signed counterparts, shall constitute one signed
27 Agreement, which shall be binding upon and effective as to all Parties.

28

1 **10.10 DocuSign Or Scanned Signatures.** Any party may sign and deliver this Agreement
2 by signing on the designated signature block and transmitting that signature page via Docusign or
3 as an imaged attachment. Any signature made and transmitted by Docusign or as an imaged
4 attachment for the purpose of executing this Agreement shall be deemed an original signature for
5 purposes of this Agreement and shall be binding upon the party who transmits the signature page.

6 **10.11 Binding Effect.** This Agreement shall be binding upon the Parties and, with respect
7 to Plaintiff, the State of California, the LWDA, Aggrieved Employees, their spouses, children, rep-
8 representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys, and assigns.

9 **10.12 Construction.** The determination of the terms and conditions of this Agreement has
10 been by mutual agreement of the Parties. Each party participated jointly in the drafting of this
11 Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be,
12 construed against any party by virtue of draftsmanship.

13 **10.13 Severability Clause For Invalidity Of Any Provision.** Before declaring any
14 provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to
15 the fullest extent possible consistent with applicable precedents so as to render all provisions of this
16 Agreement valid and enforceable.

17 **10.14 No Prior Assignments Or Undisclosed Liens.** Plaintiff represents and warrants
18 that she has not assigned, transferred, conveyed, or otherwise disposed of, or purported to assign,
19 transfer, convey, or otherwise dispose of, any Released PAGA Claims or the attorneys' fees and
20 costs to be paid pursuant to this Agreement. Plaintiff further represents and warrants that there are
21 not any liens or claims against any of the amounts to be paid by Defendants pursuant to this
22 Agreement. Plaintiff agrees to defend, to indemnify, and to hold Defendants harmless from any
23 liability, losses, claims, damages, costs, or expenses, including reasonable attorneys' fees, resulting
24 from a breach of these representations or from any lien or assignment.

25 **10.15 No Initiated Publicity.** Plaintiff's Counsel shall not take any action or initiate to
26 publicize, or cause to be publicized, directly or indirectly, the discussions resulting in or the
27 existence of this settlement or its terms, in any type of mass media, including, but not limited to,
28 speeches, press conferences, press releases, interviews, television or radio broadcasts, blogs,

1 websites, newspapers, Internet posting, Facebook, Instagram, X or formerly known as Twitter or
2 any other social media, or information furnished to legal news media, including but not limited to
3 Bloomberg Law, Law 360, and the Daily Journal. Plaintiff's Counsel shall not refer to Defendants
4 by name in its public marketing materials, law firm websites, or posting with any other
5 organizations, such as the California Employment Lawyers Association ("CELA"). Plaintiff's
6 Counsel further agrees and warrants that if they were contacted by media outlets regarding this
7 case, they will simply state that the lawsuit exists and has been resolved. However, in court filings,
8 Plaintiff's Counsel may disclose the name of the Parties in this action, the venue/case number, and
9 settlement details available in the public record, for the limited purpose of allowing Plaintiff's
10 Counsel to prove adequacy as counsel in other actions, or for purposes of seeking approval of an
11 unrelated settlement.

12 **10.16 Continuing Jurisdiction.** The Court shall retain jurisdiction under Code of Civil
13 Procedure § 664.6 over the implementation of this Agreement as well as any and all matters arising
14 out of, or related to, the implementation of this Agreement and settlement. The Court shall not have
15 jurisdiction to modify the terms of the Agreement without the consent of all of the Parties.

16 **10.17 Modification.** The Agreement may not be changed, altered, or modified, except in
17 writing and signed by the Parties hereto or their counsel of record. After approval of the Settlement
18 has been granted, the Settlement may not be modified except by a writing signed by the Parties
19 hereto or their counsel of record, and approved by the Court.

20 **10.18 Disputes.** If the Parties have a dispute with regard to the language of this
21 Agreement, they agree to first attempt to resolve the dispute informally through good faith
22 negotiations, but if those efforts are unsuccessful, they agree to mediate any such dispute, with
23 Daniel Turner, the mediator that helped the Parties reach the Settlement. The Parties will split the
24 costs of the mediator, and all parties will bear their own fees and costs.

25 **10.19 Governing Law.** This Agreement was made and entered into in the State of
26 California. All terms of this Agreement shall be governed by and interpreted according to the
27 substantive laws of the State of California and the procedural laws of the United States of America.
28

10.20 Compliance with PAGA’s Procedural Requirements. Plaintiff agrees that Plaintiff’s Counsel will notify the LWDA of the Settlement and perform any and all statutory tasks as required by law necessary to effectuate consummation and approval of this Settlement. Plaintiff will promptly submit this Agreement to the LWDA and prior to the filing of the Motion For Approval Of The PAGA Settlement.

SO AGREED AND STIPULATED.

DATED: 6/1/2026, 2026

Signed by: Monique Bravo
By: MONIQUE BRAVO
Plaintiff

DATED: May 29, 2026

By 
OPTUM CARE, INC. and OPTUMCARE
MANAGEMENT, LLC
Defendants

APPROVED AS TO FORM AND CONTENT:

Dated: May 29, 2026

THE MARKHAM LAW FIRM

By: 

David R. Markham
Lisa Brevard
Attorneys for Plaintiff

Dated: May 29, 2026

COHELAN KHOURY & SINGER
By: 
Isam C. Khoury
Maggie Realin
Attorneys for Plaintiff

Dated: May 29, 2026

UNITED EMPLOYEES LAW GROUP

By: _____
Walter L. Haines
Attorneys for Plaintiff

Dated: May 29, 2026

SEYFARTH SHAW LLP

By: 

Andrew M. Paley
Elizabeth J. MacGregor
Gina Gi
Attorney for Defendants

10.20 Compliance with PAGA’s Procedural Requirements. Plaintiff agrees that Plaintiff’s Counsel will notify the LWDA of the Settlement and perform any and all statutory tasks as required by law necessary to effectuate consummation and approval of this Settlement. Plaintiff will promptly submit this Agreement to the LWDA and prior to the filing of the Motion For Approval Of The PAGA Settlement.

SO AGREED AND STIPULATED.

DATED: 6/1/2026, 2026

Signed by: Monique Bravo
By: _____
MONIQUE BRAVO
Plaintiff

DATED: May 29, 2026

By 
OPTUM CARE, INC. and OPTUMCARE
MANAGEMENT, LLC
Defendants

APPROVED AS TO FORM AND CONTENT:

THE MARKHAM LAW FIRM

Dated: May 29, 2026

By: David R. Markham
Lisa Brevard
Attorneys for Plaintiff

COHELAN KHOURY & SINGER

Dated: May 29, 2026

By: Meah
Isam C. Khoury
Maggie Realin
Attorneys for Plaintiff

UNITED EMPLOYEES LAW GROUP

Dated: May 29, 2026

By: Walter L. Haines
Walter L. Haines
Attorneys for Plaintiff

SEYFARTH SHAW LLP

Dated: May 29, 2026

By: 
 Andrew M. Paley
 Elizabeth J. MacGregor
 Gina Gi
 Attorney for Defendants

EXHIBIT A

Date: [REDACTED] / [REDACTED] / 2026

To: <<First Name>><<Last Name>>
<<Address>>
<<City>> <<State>> <<Zip>>

**Re: Settlement Payment from Monique Bravo v. Optumcare Management, LLC,
Superior Court of California for the County of Los Angeles
Case No. 22STCV12240**

**Settlement Payment from Monique Bravo v. Optum Care, Inc.,
Superior Court of California for the County of Los Angeles
Case No. 23STCV17426**

Dear [First Name] [Last Name]: The enclosed check is your share of a court-approved representative action settlement between Plaintiff Monique Bravo ("Plaintiff") and Defendant Optumcare Management, LLC in the matter of *Monique Bravo v. Optumcare Management, LLC*, Los Angeles County Superior Court, Case No. 22STCV12240 ("Bravo I"), as well as between Plaintiff and Defendant Optum Care, Inc. in the matter of *Monique Bravo v. Optum Care, Inc.*, Los Angeles County Superior Court, Case No. 23STCV17426 ("Bravo II") (collectively the "Actions"). In the Actions, Plaintiff asserted claims pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* ("PAGA").

In the Actions, Plaintiff seek civil penalties under the PAGA for alleged violations of the California Labor Code for individuals who worked for Defendants as follows:

- (a) all individuals who were employed by Defendant OptumCare Management, LLC in the State of California as Registered Nurse Care Managers or Licensed Vocational Nurse Care Managers at any time during the period of February 5, 2021 through March 18, 2022 and were classified as exempt employees ("Bravo I Misclassification Group")
- (b) all individuals who were employed by Defendant OptumCare Management, LLC in the State of California as Registered Nurse Care Managers or Licensed Vocational Nurse Care Managers at any time during the period between February 5, 2021 through December 18, 2022 ("Bravo I Reimbursement Group"); and
- (c) all individuals who were or are currently employed by Optum Care, Inc. in California and who performed the same or substantially similar duties to the Aggrieved

1 Employees identified in Bravo I (i.e., those who worked for Optum Care, Inc. as Case
2 Manager RN or LPN, Preservice Review Nurse LPN or RN, Utilization Management
3 Nurse RN or LPN, Senior Utilization Management Nurse RN, Senior Case Manager RN,
4 and Senior LPN), and who were also designated as telecommuters at any time during the
5 period between May 21, 2022 and April 26, 2026 (“Bravo II Reimbursement
6 Group”)(collectively, the time frames referenced in sections (a)-(c) above are referred to as
7 the “PAGA Periods”)(collectively, the individuals referenced in sections (a)-(c) are known
8 as the “Aggrieved Employees”).

9 Defendant denies it violated any provision of California law.

10 The Parties agreed to settle this matter, and the Court approved the settlement. A majority
11 of the net settlement amount (75%) is required to go to the State of California’s Labor and
12 Workforce Development Agency, while a smaller portion (25%) is allocated to all Aggrieved
13 Employees based on the number of pay periods worked by each Aggrieved Employee during the
14 PAGA Periods to [end date of PAGA Period; Date of Approval Order].

15 The settlement is not an admission of wrongdoing by Defendants or an indication that any
16 law was violated. The Court has not ruled on the merits of the claim, and by approving the
17 settlement, the Court is not suggesting which side would win or lose this case if it went to trial.

18 The enclosed check is your share of the settlement, based on the number of bi-weekly pay
19 periods you worked during the PAGA Periods. This amount represents the settlement of a disputed
20 claim for penalties and will be reported on an IRS Form 1099. Your check is valid for 180 days
21 from the date of mailing. After that date, you cannot cash the check. Funds attributable to such
22 uncashed checks will be sent to the State of California Unclaimed Property Fund in your name.

23 There is no opportunity to opt-out of this PAGA settlement. You are covered by this
24 settlement and release the following claims against Defendants:

25 All claims alleged under the California Private Attorneys General Act of
26 2004 (“PAGA”), or that could have been alleged, based on the facts
27 asserted in the authorization letter sent by Plaintiff to the LWDA, or any
28 version of the complaint in the Actions, pertaining to Plaintiff and the
Aggrieved Employees, arising during the PAGA Periods, irrespective of
theory of recovery. This includes, but is not limited to, PAGA claims based
on misclassification of nurse case managers, failure to pay wages for all
hours worked (including minimum, straight time, and overtime wages),

failure to provide meal periods, failure to authorize and permit rest periods, failure to provide accurate wage statements, failure to pay wages due at separation of employment, failure to pay wages timely during employment, and failure to reimburse business expenses, including claims arising under California Labor Code sections 201-204, 226, 226.7, 510, 512, 1174, 1198, 2802, and the applicable IWC Wage Orders.

If you have any questions, please contact the court-approved settlement administrator, [REDACTED], using the information below:

[REDACTED]
<<Address>>
<<City>> <<State>> <<Zip>>
Tel: ([REDACTED]) [REDACTED] - [REDACTED]
Email: [REDACTED]

DO NOT CONTACT THE COURT ABOUT THIS SETTLEMENT.

EXHIBIT 2

THE MARKHAM LAW FIRM

- 888 Prospect Street, Suite 200 • La Jolla, California 92037 •
- Phone: (619) 399-3995 • Fax: (619) 615-2067 •
- Email: *contact@markham-law.com*

February 2, 2022

Via Online Filing:

<https://dir.tfaforms.net/260>

Labor and Workforce Development Agency

Attn. PAGA Administrator

1515 Clay Street, Ste. 801

Oakland, California 94612

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE §2699.3

Re: Wage/Hour Claims of Monique Bravo (“Employee”) against Optumcare Management, LLC, a California Company (“Employer” or “Optumcare”)

To: PAGA Administrator, California Labor and Workforce Development Agency (“LWDA”)

From: Monique Bravo, who was subjected to the wage and hour practices set forth below

The Employee submits this Notice, pursuant to and in compliance with the requirements of California Labor Code §2699.3(a) and alleges as follows:

Ms. Monique Bravo is a resident of the State of California. During the applicable time period, Ms. Bravo was employed in California by Optumcare Management, LLC. Ms. Bravo began working for Optumcare in or about March 2019 as a Nurse Case Manager. She was misclassified as an exempt employee. As an exempt employee, she worked an average of 45 to 50 hours per week, and routinely worked through her meal and rest breaks in the course of business. While employed by Optumcare, Ms. Bravo earned a fixed salary which she was paid regardless of the hours she worked.

In order to hold the position, Ms. Bravo was required by Optumcare to be licensed as a vocational nurse or LVN. Ms. Bravo’s job duties were to work with different health and insurance companies and provide explanations for the referrals for treatments and other medical services, which often required research regarding medical and/or insurance claims. Ms. Bravo had no authority to hire or fire employees, and she did not have any authority to order treatment, nor to eliminate, deny, suspend, or modify any treatment ordered by a physician.

Optumcare Management, LLC, employs numerous employees in the State of California and has headquarters in El Segundo, California. During the relevant time period, the Employer utilized consistent policies and procedures regarding Ms. Bravo, and others similarly situated, in violation of Labor Code sections 201-203, 204, 226, 226.7, 510, 512, 1174, 1198, and 2802.

Violation of California Labor Codes 226.7 and 512

California Labor Code section 512 provides no employer shall employ any person for a work period of more than five (5) hours without a duty-free meal period of not less than 30 minutes. Under IWC Wage Orders, California Code of Regulations, and California Labor Code section 226.7, if an employer fails to provide an employee a duty-free meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday the meal period is not provided.

During the applicable time period, Ms. Bravo and other aggrieved employees were improperly classified as exempt employees, and Optumcare intentionally and improperly denied and failed to permit duty-free meal periods. To the extent Ms. Bravo was able to take meal periods, they were always interruptible, because Optumcare would often send critical emails requiring an immediate response, no later than within one hour of being sent. Because of this requirement, Ms. Bravo had to constantly check her emails, including on her meal periods. Optumcare did this systematically and maintained and implemented a non-compliant practice and/or policy for the classification of employees as exempt, resulting in non-provision of meal periods and non-payment of meal period premiums.

Similarly, under applicable IWC Wage Orders and California Code of Regulations require employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes for every four (4) hours of work, or major fraction thereof. The Wage Orders and Regulations also state if an employer fails to provide an employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday the rest period was not provided. These remedies are codified under California Labor Code section 226.7.

Ms. Bravo and other aggrieved employees were improperly classified as exempt employees and Optumcare intentionally and improperly denied and failed to permit and authorize duty-free rest periods during the applicable time period. Rest periods were discouraged due to Optumcare's strict quota requirements regarding the number of processed referral or treatment reviews, and constant monitoring. Any "gap" in time Ms. Bravo had during the day was analyzed, flagged, and had to be explained. This non-compliant practice and/or policy was executed by Optumcare on a system-wide basis and resulted in non-provision of rest period premiums and non-payment of rest period premiums.

Ms. Bravo and other aggrieved employees are entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 218.5, 218.6, and 1194, and penalties pursuant to California Labor Code sections 203, 226.7, and 558.

Violation of California Labor Code § 510 and 1198

Labor Code establishes fundamental right of all employees in California to be paid wages for their work in a timely fashion. Under section 510(a) and 1198 of the California Labor Code, and an applicable Wage Order, non-exempt employees are to be paid 1.5 times their regular rate of pay for all hours worked in excess of eight (8) hours per workday and/or forty (40) hours per workweek.

During the relevant time period, Ms. Bravo worked an average of 5 to 10 hours of uncompensated overtime per week while misclassified as an exempt employee. Optumcare required Ms. Bravo and other aggrieved employees to meet a quota of 35 reviews per day. Further, Optumcare would threaten Ms. Bravo and other aggrieved employees that if they did not meet their daily quota, they would be ineligible for the stipend pay they provided for additional work performed on the weekends. Some reviews took longer than others which caused Ms. Bravo to work up to two hours after her shift was scheduled to end. Optumcare failed to pay Ms. Bravo for all hours worked, including 1.5-times her hourly rate for her work performed over 8 hours in a day, and/or 40 hours in a week.

Optumcare willfully, and on a systematic and company-wide basis, maintained and implemented a non-compliant practice and/or policy for the payment of straight wages and overtime. Specifically, Optumcare misclassified Ms. Bravo and all other aggrieved employees and failed to pay all straight time and overtime wages owed to them at the correct rate of pay.

Ms. Bravo and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, 218.5, 218.6, 1194, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 226 and 1174

California Labor Code section 226(a) provides that every employer is required to furnish each employee with accurate itemized statements in writing showing, in part, "gross wages earned," (§226(a)(1)), "net wages earned" (§226(a)(5)), "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee..." (§226(a)(9)) and "the inclusive dates of the period for which the employee is paid." (§226(a)(6).)

Labor Code Section 226(e) provides if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs, and \$100 per employee for each violation in any subsequent pay period, not to exceed

\$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, Optumcare knowingly and intentionally provided Ms. Bravo and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. By virtue of misclassifying aggrieved employees as exempt, Optumcare knowingly and intentionally omitted required information from the wage statements of Ms. Bravo and the aggrieved employees. For instance, the wage statements issued to Ms. Bravo and other aggrieved employees failed to itemize the number of regular and overtime hours worked during the pay period, the rate of pay for regular and overtime wages, and the meal and rest break premiums owed to the aggrieved employees, among other required information.

Labor Code section 1174(d) provides that [e]very person employing labor in this state shall... [k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants..." Labor Code Section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), Optumcare willfully failed to maintain accurate payroll records for Ms. Bravo and other aggrieved employees by improperly classifying them as exempt employees, failing to correctly list regular and overtime rates of pay, and failing to correctly list the gross wages and net wages, and meal and rest break premiums earned by them.

Because Optumcare failed to list the correct classification status, regular and overtime rates of pay, gross wages earned, net wages, and meal and rest break premiums earned on wage statements, Ms. Bravo and other aggrieved employees have been prevented from verifying, solely from information on the wage statements, that they were paid correctly and in full.

Ms. Bravo and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 226(e), 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204

California Labor Code section 204 requires all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than

those wages due upon termination of an employee are due and payable between the 1st and 10th day of the following month. California Labor Code section 204 also requires all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

During the relevant time period, Optumcare failed to pay Ms. Bravo and other aggrieved employees all wages due to them within the time period specified by section 204—specifically, meal and rest break premium wages and regular and overtime wages not paid as a result of failing to properly classify them as non-exempt employees.

Ms. Bravo and other aggrieved employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201-203

Pursuant to Labor Code sections 201-203, aggrieved employees are entitled to thirty days of wages at their regular rate of pay for the Employer's failure to pay all wages due upon separation of employment. Here, because Optumcare failed to pay regular and overtime wages, and meal and rest break premiums, Ms. Bravo alleges that the Employer has violated Labor Code sections 201-203, and the former employees of Optumcare are entitled to waiting time penalties.

Violation of California Labor Code § 2802

During the applicable statutory period, Ms. Bravo and other aggrieved employees incurred necessary expenditures and losses in direct consequence of the discharge of their employment duties and their obedience to the directions of Optumcare. Expenses include, but are not limited to, internet charges, as Ms. Bravo was required to use and upgrade her personal internet service while working from home since the start of the Covid-19 pandemic. This violates California Labor Code section 2802, which provides that the "[E]mployer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

Ms. Bravo, as an aggrieved employee and on behalf of herself and all other current or former Optumcare Management, LLC, employees, seeks all penalties or remedies as may be allowed under PAGA, and by this letter give written notice of their PAGA claim pursuant to Labor Code section 2699.3(a/c)(2)(A). Please advise within sixty (60) calendar days of the filing/postmark date of this Notice whether the LWDA intends to investigate the violations alleged above. We understand that if we do not receive a response within sixty-five (65) calendar days of the filing/postmark date of this Notice that the LWDA intends to investigate these allegations, the

aggrieved Employees may immediately thereafter commence a civil action against the Employer pursuant to Labor Code §2699.

The Markham Law Firm and United Employees Law Group represent Ms. Bravo in this matter.

Very truly yours,

THE MARKHAM LAW FIRM



David Markham
Maggie Realin
Lisa Brevard

cc: (via Certified Mail)

*Agent for Service of Process for Optumcare
Management, LLC.*

CT Corporation System
330 N Brand Blvd.
Glendale, CA 92013

Optumcare Management, LLC
Attn: Legal Department
2175 Park Place
El Segundo, CA 90245

Cc: (via Electronic Mail)
Walter L. Haines

THE MARKHAM LAW FIRM

- 888 Prospect Street, Suite 200 • La Jolla, California 92037 •
- Phone: (619) 399-3995 • Fax: (619) 615-2067 •
- Email: *contact@markham-law.com*

May 19, 2023

Via Online Filing:

<https://dir.tfaforms.net/308> Labor and Workforce Development Agency
Attn. PAGA Administrator
800 Capitol Mall, Suite 5000
Sacramento, CA 95814

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE §2699.3

Re: Wage/Hour Claims of Monique Bravo (“Employee”) against Optumcare Management, LLC, a California Company and Optum Care, Inc., a California Corporation (collectively, “Employers” or “Optumcare”)

To: PAGA Administrator, California Labor and Workforce Development Agency (“LWDA”)

From: Monique Bravo, who was subjected to the wage and hour practices set forth below

The Employee submits this Notice, pursuant to and in compliance with the requirements of California Labor Code §2699.3(a) and alleges as follows:

Ms. Monique Bravo is a resident of the State of California. During the applicable time period, Ms. Bravo has been employed in California by Optumcare. Ms. Bravo began working for Optumcare in or about March 2019 as a Nurse Case Manager. She was misclassified as an exempt employee until approximately February 2022, when Optumcare reclassified the position as non-exempt. As an exempt employee, she worked an average of 45 to 50 hours per week, and routinely worked through her meal and rest breaks in the course of business. While employed by Optumcare, Ms. Bravo earned a fixed salary which she was paid regardless of the hours she worked.

In order to hold the position, Ms. Bravo was required by Optumcare to be licensed as a vocational nurse or LVN. Ms. Bravo’s job duties were to work with different health and insurance companies and provide explanations for the referrals for treatments and other medical services, which often required research regarding medical and/or insurance claims. Ms. Bravo had no authority to hire or fire employees, and she did not have any authority to order treatment, nor to eliminate, deny, suspend, or modify any treatment ordered by a physician.

Optumcare Management, LLC, employs numerous employees in the State of California and has headquarters in El Segundo, California. Optum Care, Inc. employs numerous employees in the State of California and is headquartered in Minnetonka, Minnesota. During the relevant time period, the Employers utilized consistent policies and procedures regarding Ms. Bravo, and others similarly situated, in violation of Labor Code sections 201-203, 204, 226, 226.7, 510, 512, 1174, 1198, and 2802.

Violation of California Labor Codes 226.7 and 512

California Labor Code section 512 provides no employer shall employ any person for a work period of more than five (5) hours without a duty-free meal period of not less than 30 minutes. Under IWC Wage Orders, California Code of Regulations, and California Labor Code section 226.7, if an employer fails to provide an employee a duty-free meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday the meal period is not provided.

During the applicable time period, approximately February 2021 to February 2022, Ms. Bravo and other aggrieved employees were improperly classified as exempt employees, and Optumcare intentionally and improperly denied and failed to permit duty-free meal periods. To the extent Ms. Bravo was able to take meal periods, they were always interruptible, because Optumcare would often send critical emails requiring an immediate response, no later than within one hour of being sent. Because of this requirement, Ms. Bravo had to constantly check her emails, including on her meal periods. Optumcare did this systematically and maintained and implemented a non-compliant practice and/or policy for the classification of employees as exempt, resulting in non-provision of meal periods and non-payment of meal period premiums.

Similarly, under applicable IWC Wage Orders and California Code of Regulations require employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes for every four (4) hours of work, or major fraction thereof. The Wage Orders and Regulations also state if an employer fails to provide an employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday the rest period was not provided. These remedies are codified under California Labor Code section 226.7.

Ms. Bravo and other aggrieved employees were improperly classified as exempt employees and Optumcare intentionally and improperly denied and failed to permit and authorize duty-free rest periods during the applicable time period, or between approximately February 2021 and February 2022. Rest periods were discouraged due to Optumcare's strict quota requirements regarding the number of processed referral or treatment reviews, and constant monitoring. Any "gap" in time Ms. Bravo had during the day was analyzed, flagged, and had to be explained. This non-compliant practice and/or policy was executed by Optumcare on a system-wide basis and resulted in non-provision of rest period premiums and non-payment of rest period premiums.

Ms. Bravo and other aggrieved employees are entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 218.5, 218.6, and 1194, and penalties pursuant to California Labor Code sections 203, 226.7, and 558.

Violation of California Labor Code § 510 and 1198

Labor Code establishes fundamental right of all employees in California to be paid wages for their work in a timely fashion. Under section 510(a) and 1198 of the California Labor Code, and an applicable Wage Order, non-exempt employees are to be paid 1.5 times their regular rate of pay for all hours worked in excess of eight (8) hours per workday and/or forty (40) hours per workweek.

During the relevant time period, approximately February 2021 to February 2022, Ms. Bravo worked an average of 5 to 10 hours of uncompensated overtime per week while misclassified as an exempt employee. Optumcare required Ms. Bravo and other aggrieved employees to meet a quota of 35 reviews per day. Further, Optumcare would threaten Ms. Bravo and other aggrieved employees that if they did not meet their daily quota, they would be ineligible for the stipend pay they provided for additional work performed on the weekends. Some reviews took longer than others which caused Ms. Bravo to work up to two hours after her shift was scheduled to end. Optumcare failed to pay Ms. Bravo for all hours worked, including 1.5-times her hourly rate for her work performed over 8 hours in a day, and/or 40 hours in a week.

Optumcare willfully, and on a systematic and company-wide basis, maintained and implemented a non-compliant practice and/or policy for the payment of straight wages and overtime. Specifically, Optumcare misclassified Ms. Bravo and all other aggrieved employees and failed to pay all straight time and overtime wages owed to them at the correct rate of pay.

Ms. Bravo and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, 218.5, 218.6, 1194, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 226 and 1174

California Labor Code section 226(a) provides that every employer is required to furnish each employee with accurate itemized statements in writing showing, in part, "gross wages earned," (§226(a)(1)), "net wages earned" (§226(a)(5)), "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee..." (§226(a)(9)) and "the inclusive dates of the period for which the employee is paid." (§226(a)(6).)

Labor Code Section 226(e) provides if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs, and \$100 per employee for each violation in any subsequent pay period, not to exceed

\$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, approximately February 2021 to February 2022, Optumcare knowingly and intentionally provided Ms. Bravo and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. By virtue of misclassifying aggrieved employees as exempt, Optumcare knowingly and intentionally omitted required information from the wage statements of Ms. Bravo and the aggrieved employees. For instance, the wage statements issued to Ms. Bravo and other aggrieved employees failed to itemize the number of regular and overtime hours worked during the pay period, the rate of pay for regular and overtime wages, and the meal and rest break premiums owed to the aggrieved employees, among other required information.

Labor Code section 1174(d) provides that [e]very person employing labor in this state shall... [k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants..." Labor Code Section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), Optumcare willfully failed to maintain accurate payroll records for Ms. Bravo and other aggrieved employees by improperly classifying them as exempt employees, failing to correctly list regular and overtime rates of pay, and failing to correctly list the gross wages and net wages, and meal and rest break premiums earned by them.

Because Optumcare failed to list the correct classification status, regular and overtime rates of pay, gross wages earned, net wages, and meal and rest break premiums earned on wage statements, Ms. Bravo and other aggrieved employees have been prevented from verifying, solely from information on the wage statements, that they were paid correctly and in full.

Ms. Bravo and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 226(e), 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204

California Labor Code section 204 requires all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and all wages earned by any person in any

employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee are due and payable between the 1st and 10th day of the following month. California Labor Code section 204 also requires all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

During the relevant time period, approximately February 2021 to February 2022, Optumcare failed to pay Ms. Bravo and other aggrieved employees all wages due to them within the time period specified by section 204—specifically, meal and rest break premium wages and regular and overtime wages not paid as a result of failing to properly classify them as non-exempt employees.

Ms. Bravo and other aggrieved employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201-203

Pursuant to Labor Code sections 201-203, aggrieved employees are entitled to thirty days of wages at their regular rate of pay for the Employers' failure to pay all wages due upon separation of employment. Here, because Optumcare failed to pay regular and overtime wages, and meal and rest break premiums, while Nurse Case Managers were misclassified as exempt employees, Ms. Bravo alleges that Employers have violated Labor Code sections 201-203, and the former employees of Optumcare are entitled to waiting time penalties.

Violation of California Labor Code § 2802

During the applicable statutory period, February 2021 to the present day, Ms. Bravo and other aggrieved employees incurred necessary expenditures and losses in direct consequence of the discharge of their employment duties and their obedience to the directions of Optumcare. Expenses include, but are not limited to, internet charges, as Ms. Bravo was required to use and upgrade her personal internet service while working from home since the start of the Covid-19 pandemic. Employers' practice of failing to reimburse necessarily incurred business expenses has continued after Nurse Case Managers were reclassified as non-exempt employees. This violates California Labor Code section 2802, which provides that the "[E]mployer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

Ms. Bravo, as an aggrieved employee and on behalf of herself and all other current or former Optumcare Management, LLC, employees, seeks all penalties or remedies as may be allowed under PAGA, and by this letter give written notice of their PAGA claim pursuant to Labor Code

section 2699.3(a/c)(2)(A). Please advise within sixty (60) calendar days of the filing/postmark date of this Notice whether the LWDA intends to investigate the violations alleged above. We understand that if we do not receive a response within sixty-five (65) calendar days of the filing/postmark date of this Notice that the LWDA intends to investigate these allegations, the aggrieved Employees may immediately thereafter commence a civil action against the Employers pursuant to Labor Code §2699.

The Markham Law Firm and United Employees Law Group represent Ms. Bravo in this matter.

Very truly yours,

THE MARKHAM LAW FIRM



David Markham
Maggie Realin
Lisa Brevard

cc: (via Certified Mail)

*Agent for Service of Process for Optumcare
Management, LLC.*

CT Corporation System
330 N Brand Blvd.
Glendale, CA 92013

*Agent for Service of Process for
Optum Care, Inc.*

CT Corporation System
330 N Brand Blvd.
Glendale, CA 92013

Optumcare Management, LLC
Attn: Legal Department
2175 Park Place
El Segundo, CA 90245

Optum Care, Inc.
Attn: Legal Department
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

Cc: (via Electronic Mail)
Walter L. Haines

EXHIBIT 3

EXHIBIT 3A

Bravo v. Optumcare Management, LLC
Los Angeles Superior Court Lead Case No. 23STCV17426;
Consolidated with Case No. 23STCV17426
Attorney Time – Isam C. Khoury

Date	Activity	Time
1/20/26	Review brief, review file for mediation	0.6
1/25/26	Organize mediation strategy and liability arguments	0.5
1/26/26	Mediation and morning prep	7.0
1/27/2026	Review, discuss mediator's proposal	0.2
1/28/2026	Call w/LB re mediator's proposal	0.2
2/2/26	Emails with MR re MOU	0.2
	Total	8.7

EXHIBIT 3B

Bravo v. Optumcare Management, LLC
Los Angeles Superior Court Lead Case No. 22STCV12240;
Consolidated with Case No. 23STCV17426
Attorney Time – Maggie Realin

Date	Activity	Time
2/5/24	review minute order after CMC	0.1
2/5/24	review stip to transfer cases, email exchange with LB	0.3
2/7/24	review notice of association	0.1
2/8/24	review email to defense re stip to transfer case	0.1
2/12/24	email exchange with LB re P's depo transcript	0.1
2/12/24	review email from defense re stip to transfer case	0.1
2/12/24	review email exchange re Belaire notice	0.1
2/13/24	review case status	0.2
2/15/24	review email exchange among counsel re Belaire notice	0.2
2/22/24	review RPDs to D set 1	0.2
2/22/24	edit RPDs to D set 1	0.3
2/22/24	review edits to RPDs to D set 1	0.2
2/23/24	review finalized RPDs to D	0.1
2/26/24	review notice re order re related cases; email exchange with LB	0.3
2/26/24	VM to an employee re Belaire	0.1
3/5/24	email exchange with LB re discovery and potential mediation	0.1
3/6/24	review email from DRM re potential mediation	0.1
3/19/24	review email from admin re Belaire	0.1
3/27/24	review and edit letter to employees	0.3
4/9/24	email exchange with DRM re mediation	0.1
4/11/24	review dec of employee ST	0.3
4/12/24	edit dec of employee ST	0.4
4/16/24	review discovery produced	0.7
4/16/24	review PMK depo notice	0.4
4/16/24	email to LB re edits to PMK depo notice	0.1
4/16/24	review D's responses to RPDs set 1	0.3
4/16/24	review and summarize doc production	0.8
4/17/24	review further edits to PMK depo notice	0.2
4/17/24	review aggrieved employee's severance re participation in this action	0.4
4/18/24	review and edit cmc statement	0.2
4/19/24	email to aggrieved employee re dec & indiv claims	0.1
4/23/24	review and edit dec of aggrieved employee EC	0.3
5/1/24	review D's edits to cmc statement	0.2
5/1/24	email exchange with LB re cmc statement	0.1
5/3/24	review case deadlines	0.2
5/7/24	call with defense re depo topics	0.2
5/14/24	review email to defense counsel re depositions	0.1
5/16/24	prepare for cmc conference	0.4

Bravo v. Optumcare Management, LLC
Los Angeles Superior Court Lead Case No. 22STCV12240;
Consolidated with Case No. 23STCV17426
Attorney Time – Maggie Realin

Date	Activity	Time
5/16/24	appear at the cmc conference	0.3
5/17/24	review minute order re cmc	0.1
5/21/24	prepare for call with defense re PMK depo notice	0.4
5/21/24	call with defense re PMK depo	0.4
5/21/24	call with LB re case consolidation	0.2
6/4/24	email to LB re status of the case	0.1
6/19/24	email exchange with LB re case status	0.1
6/26/24	call with LB re case deadlines	0.1
7/16/24	review emails re complaint in a related action	0.1
7/17/24	review email re stip to continue trial dates	0.1
7/22/24	review email re edits to stip re trial dates	0.1
7/23/24	review stipulation re trial dates; email to LB re same	0.2
7/30/24	review email from defense re bifurcated trial	0.1
8/6/24	call with LB re case status	0.2
8/6/24	call with defense counsel re trial, mediation and PMK depositions	0.3
8/12/24	review D's inserts to stip re bifurcation	0.2
8/23/24	review email exchange with defense counsel re discovery	0.2
9/4/24	review email exchange re cmc	0.2
9/24/24	review dockets/complaints of related actions	0.5
10/8/24	email exchange with LB re related cases	0.2
10/9/24	review D's cmc statement	0.2
10/9/24	email to defense counsel re related cases	0.1
10/22/24	prepare for cmc	0.3
10/22/24	appear at cmc	0.7
10/22/24	email re case deadlines	0.1
11/26/24	review email from defense counsel re pmk depositions	0.1
11/27/24	review email exchange among counsel re pmk depositions	0.2
12/4/24	review email exchange among counsel re pmk depositions	0.1
12/18/24	review deposition outline	0.4
12/18/24	call with DRM re case status	0.1
12/19/24	attend pmk deposition	4.0
1/16/25	review stip to continue cmc	0.2
1/16/25	email exchange with LB re case status	0.1
1/17/25	review D's edits to cmc statement, email to LB	0.2
1/17/25	review email exchange among counsel re cmc statement	0.1
3/4/25	call with defense counsel and LB re depositions and mediation	0.3
3/4/25	call with LB re depositions	0.3
3/18/25	review email from LB re depositions.	0.1

Bravo v. Optumcare Management, LLC
Los Angeles Superior Court Lead Case No. 22STCV12240;
Consolidated with Case No. 23STCV17426
Attorney Time – Maggie Realin

Date	Activity	Time
3/19/25	review emails re PMK depo	0.2
3/31/25	review email from defense re discovery	0.1
4/22/25	appear at PMK depo (D. McIntyre)	3.3
4/22/25	call with DRM and LB re discovery and motions	0.6
4/28/25	review stip to continue cmc	0.2
4/28/25	review discovery requests	0.3
4/30/25	review email from LB re cmc statement	0.1
5/1/25	review d's edits to cmc statement	0.2
5/1/25	email exchange with defense counsel re cmc statement	0.2
5/9/25	review ntc re further CMC	0.2
5/9/25	review minutes after cmc	0.2
5/14/25	review email from defense re mediation	0.1
5/15/25	email exchange with LB re mediators	0.2
5/15/25	review email from defense counsel re mediation and discovery	0.1
5/15/25	email exchange with MS re mediators	0.2
5/16/25	review email from defense counsel re mediation	0.1
5/19/25	review email exchange among counsel re mediation	0.2
6/2/25	review emails with counsel re mediation	0.2
6/6/25	review email from defense re mediation	0.1
6/16/25	call with DRM re status of mediation	0.2
6/18/25	email exchange with LB re mediation	0.2
6/19/25	review an email from defense re mediation	0.1
6/19/25	email to LB re mediation	0.1
6/24/25	email exchange with co-counsel re mediation	0.2
6/27/25	review stip to vacate trial date	0.3
6/27/25	email exchange with LB re edits to stip to vacate trial date	0.2
7/3/25	review email exchange among counsel re mediation	0.2
7/3/25	meet with TC re next steps	0.2
8/19/25	review email from LB re mediation data	0.1
9/9/25	review notice of case reassignment	0.2
9/9/25	review emails from D re mediation	0.2
9/9/25	email exchange with co-counsel re mediation	0.2
9/12/25	review email exchange among counsel re mediation	0.1
9/19/25	review email to defense counsel re mediation data	0.1
9/22/25	review email from defense counsel re mediation	0.1
9/22/25	email exchange with co-counsel re mediation	0.2
9/29/25	review email exchange with defense counsel re mediation	0.2
9/29/25	review email exchange with client re mediation	0.2

Bravo v. Optumcare Management, LLC
Los Angeles Superior Court Lead Case No. 22STCV12240;
Consolidated with Case No. 23STCV17426
Attorney Time – Maggie Realin

Date	Activity	Time
9/30/25	review email from mediator's office re mediation	0.1
9/30/25	email exchange with defense counsel re mediation	0.1
10/1/25	email exchange with counsel re mediation	0.2
10/2/25	review confidentiality mediation agreement	0.2
10/2/25	email from defense re mediation	0.1
11/17/25	review stip to continue post-mediation status conference	0.3
12/3/25	review minute order re continuance of post mediation status conf	0.2
12/5/25	review mediation info	0.2
1/16/26	email exchange with LB and DRM re mediation brief	0.2
1/16/26	review mediation brief	0.6
1/19/26	email exchange with LB re mediation brief	0.2
1/20/26	review penalties summary for mediation	0.2
1/20/26	review mediation brief	0.5
1/20/26	email exchange with LB re penalties	0.2
1/20/26	review email to mediator re mediation brief	0.1
1/20/26	call with LB re status hearing	0.3
1/21/26	appear at status conference	0.7
1/21/26	email to MS re status conference	0.1
1/21/26	email exchange with LB re mediation	0.2
1/22/26	call with client and LB re mediation	0.4
1/25/26	review email exchange among counsel re mediation	0.2
1/26/26	attend mediation	6.5
1/26/26	prepare for mediation	0.8
1/27/26	review mediator's proposal	0.2
1/27/26	email exchange with co-counsel re mediator's proposal	0.2
1/28/26	call with mediator re mediator's proposal	0.1
1/28/26	call with LB re mediator's proposal	0.2
1/28/26	email to co-counsel re acceptance of mediator's proposal	0.1
1/28/26	email exchange with LB re clarification re relevant time periods and release	0.2
1/28/26	review mediator's email re accepted proposal	0.1
1/29/26	email to co-counsel re MOU	0.1
1/29/26	email exchange with co-counsel re settlement docs	0.2
1/29/26	email exchange with defense counsel re MOU	0.2
1/29/26	call with client and LB re results of mediation	0.2
1/30/26	email to defense counsel re settlement allocation	0.1
2/2/26	draft MOU	2.4
2/2/26	call with LB re MOU and next steps	0.2

Bravo v. Optumcare Management, LLC
Los Angeles Superior Court Lead Case No. 22STCV12240;
Consolidated with Case No. 23STCV17426
Attorney Time – Maggie Realin

Date	Activity	Time
2/2/26	email exchange with IK re MOU	0.2
2/2/26	email exchange with co-counsel re MOU	0.2
2/4/26	review email from defense counsel re MOU	0.1
2/18/26	email exchange with defense counsel re MOU	0.2
3/3/26	review D's edits to MOU	0.4
3/3/26	email exchange with LB re D's edits to MOU	0.2
3/4/26	email to defense counsel re edits to MOU	0.1
3/9/26	review D's further edits to MOU	0.2
3/9/26	email exchange with LB re D's further edits to MOU	0.2
3/10/26	review D's further edits to MOU, email exchange with LB	0.2
3/11/26	email exchange with defense counsel re edits to MOU	0.2
3/11/26	Email to client re final version of the MOU	0.1
3/11/26	call with client re MOU	0.2
3/12/26	review ntc of settlement and request to continue cmc in both cases	0.3
3/12/26	email exchange with LB re ntc of settlement	0.2
3/19/26	email exchange with defense counsel re MOU	0.2
3/31/26	draft motion for settlement approval	5.7
4/1/26	edit and review motion for settlement approval	1.6
4/1/26	email to co-counsel re motion for settlement approval	0.1
4/6/26	review D's email re SA	0.1
4/6/26	email to defense counsel re admin bids	0.1
4/7/26	review and edit SA	1.8
4/8/26	review LB's edits to SA	0.4
4/8/26	email exchange with LB re edits to SA	0.2
4/8/26	email to defense counsel re edits to SA	0.1
4/14/26	review and edit P's individual SA	1.3
4/14/26	email exchange with LB re further edits to individual SA	0.2
4/14/26	email to defense counsel re edits to individual SA	0.1
4/17/26	review and edit stip and proposed order to consolidate cases	0.4
4/20/26	email exchange with D re status of SA	0.1
4/27/26	review email from defense counsel re settlement administrators	0.1
5/4/26	email exchange with defense counsel re status of SA	0.2
5/12/26	review D's further edits to PAGA settlement agreement, further edit	1.1
5/12/26	review D's further edits to individual SA, further edit	0.8
5/12/26	email exchange with LB re edits to SA	0.2
5/12/26	edit motion for PAGA approval	0.9
5/12/26	email to defense counsel re SA and mtn PAGA approval	0.1
5/29/26	email exchange with defense counsel re status of settlement docs	0.2

Bravo v. Optumcare Management, LLC
Los Angeles Superior Court Lead Case No. 22STCV12240;
Consolidated with Case No. 23STCV17426
Attorney Time – Maggie Realin

Date	Activity	Time
5/29/26	review D's edits to individual settlement agreement	0.3
5/29/26	email to defense counsel re individual settlement agreement	0.1
6/1/26	review add'l edits to SA	0.1
6/1/26	email to client re SA	0.1
6/1/26	email to defense counsel re edits to SA	0.1
6/1/26	review D's edits to individual SA	0.2
6/1/26	email to LB re atty fees	0.1
6/2/26	draft proposed order granting PAGA settlement approval	1.2
6/2/26	email to LB re atty lodestar	0.1
6/5/26	review and finalize motion for PAGA settlement approval and supporting docs (est)	3.0
6/5/26	prepare for PAGA approval hearing (est)	1.5
6/5/26	attend PAGA approval hearing (est)	1.0
	Total	74.3

EXHIBIT 4

SUMMARY OF TIME AND COSTS

Bravo v. Optumcare Management, LLC

Los Angeles Superior Court Lead Case No. 22STCV12240; Consolidated with Case No. 23STCV17426

Total Attorneys' Hours: 390.05
Total Lodestar: \$205,313.75
Total Costs: \$16,829.09

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
COHELAN KHOURY & SINGER				
Isam C. Khoury, Partner	1974	8.7	\$1,100	\$9,570.00
Maggie K. Realin, Partner	2009	74.3	\$700	\$52,010.00
Amber Worden, Certified Paralegal	N/A	11.4	\$200	\$2,280.00
TOTAL:		94.4		\$63,860.00

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
The Markham Law Firm				
David R. Markham, Partner	1976	18.5	\$815	\$15,077.50
Maggie K. Realin, Partner	2009	29.8	\$700	\$20,860.00
Lisa R. Brevard, Associate	2018	131.6	\$500	\$65,800.00
Leeanna D. Carcione, Paralegal	N/A	54.3	\$175	\$9,502.50
Noor Haleem, Paralegal	N/A	28.4	\$175	\$4,970.00
TOTAL:		262.6		\$116,210.00

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
United Employees Law Group				
Walter L. Haines, Partner	1976	24.50	\$725	\$17,762.50
Peggy J. Reali, Associate	1991	8.55	\$875	\$7,481.25
TOTAL:		33.05		\$25,243.75

Total Aggregate Hours: 390.05			Total Lodestar: \$205,313.75	
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SUMMARY OF TIME AND COSTS

Bravo v. Optumcare Management, LLC

Los Angeles Superior Court Lead Case No. 22STCV12240; Consolidated with Case No. 23STCV17426

LITIGATION EXPENSES	
Cohelan Khoury & Singer	\$7,055.19
The Markham Law Firm	\$9,881.27
United Employees Law Group	\$0.00
TOTAL COSTS	\$16,936.46

EXHIBIT 5

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406

6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 6

Litigation Cost

Bravo v. Optumcare Management, LLC

Los Angeles Superior Court Lead Case No. 22STCV12240

6/18/26

Date	Payee	Details	Amount
2/6/2024	One Legal	Association of Attorney	19.71
2/6/2024	One Legal	Notice of Change of Address	19.71
3/12/2024	LASC	Copies of Minute Order	2.00
7/3/2025	LASC	Copies of Stip and Order	5.80
7/29/2025	HunterADR LLC	Mediation Fee	8,250.00
12/5/2025	Judicate West	Mediation Fee	6,862.50
8/14/2025	One Legal	Notice; POS	33.76
Est	One Legal	Motion for Approval of Settlement	87.66
Est	One Legal	Notice of Entry of Order	19.71
	In House	Postage	63.36
	In House	Photocopies (11@.25)	2.75
	s/t		15,327.54
12/11/2025	HunterADR LLC	Refund	(8,250.00)
1/29/2026	Judicate West	Partial refund	(225.00)
	TOTAL:		6,852.54

Litigation Cost

Bravo v. Optumcare Management, LLC

Los Angeles Superior Court Case No. 23STCV17426

6/18/26

Date	Payee	Details	Amount
2/8/2024	One Legal	Association of Attorney	19.71
2/8/2024	One Legal	Notice of Change of Address	19.71
5/1/2024	One Legal	CMS	33.76
5/12/2024	One Legal	Notice	33.76
9/10/2025	One Legal	Notice	61.95
9/11/2025	One Legal	Notice	33.76
	In House	Postage	-
	In House	Photocopies (@.25)	-
	Total		202.65

EXHIBIT 7