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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

JUL 07 2026

By  Deputy

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Attorneys for Plaintiff Hannah Cuellar

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN BERNARDINO**

HANNAH CUELLAR, individually, and as an  
aggrieved employee pursuant to Private  
Attorneys General Act ("PAGA"), on behalf of  
the State of California,

Plaintiff,

vs.

OPTUM SERVICES, INC., a Delaware  
Corporation; UNITED HEALTHCARE  
SERVICES, INC., a Minnesota Corporation,  
and DOES 1 through 10, inclusive,

Defendants.

Case No. CIVSB2402419

Assigned to the Hon. David E. Driscoll

**~~PROPOSED~~ ORDER GRANTING PAGA  
REPRESENTATIVE ACTION  
SETTLEMENT AGREEMENT AND  
RELEASE AND JUDGMENT**

Date: July 7, 2026

Time: 8:30 a.m.

Place: Department S22

Complaint Filed: January 8, 2024

Trial Date: None Set

1                                   **[PROPOSED] ORDER APPROVING THE PARTIES'**

2                                   **PAGA SETTLEMENT AGREEMENT AND JUDGMENT**

3               1.       The Court has received and considered the application of Plaintiff Hannah Cuellar as an  
4 aggrieved employee, and as a private attorney general under the Labor Code Private Attorneys General  
5 Act of 2004, §§ 2698, *et seq.* ("PAGA"), for approval of the Parties' PAGA Representative Action  
6 Settlement Agreement and Release ("Settlement"). **GOOD CAUSE** having been shown, the Court  
7 hereby approves the Settlement.

8               2.       This Order hereby adopts and incorporates by reference the terms and conditions of the  
9 Settlement.

10           3.       The Court finds that it has jurisdiction over the subject matter of the action and over all  
11 Parties to the action, including all Aggrieved Employees.

12           4.       The Court has considered all relevant factors for determining the fairness of the  
13 Settlement, and has concluded that all such factors weigh in favor of approving the Settlement. In  
14 particular, the Court finds that the Settlement was reached following meaningful discovery and  
15 investigation conducted by Plaintiff; that the Settlement is the result of serious, informed, adversarial, and  
16 arm's-length negotiations between the Parties; and that the terms of the Settlement are in all respects fair,  
17 adequate, and reasonable.

18           5.       In so finding, the Court has considered all evidence presented, including evidence  
19 regarding the strength of Plaintiff's PAGA claims; the risk, expense, and complexity of the claims  
20 presented; the likely duration of further litigation; the amount offered in settlement; the extent of  
21 investigation and discovery completed; and the experience and views of counsel. The Parties have  
22 provided the Court with sufficient information about the nature and magnitude of the claims being  
23 settled, as well as the impediments to recovery, to make an independent assessment of the  
24 reasonableness of the terms to which the Parties have agreed.

25           6.       Accordingly, the Court hereby finds that the Settlement is, in all respects, fair,  
26 reasonable, adequate and hereby directs implementation of all remaining terms, conditions, and  
27 provisions of the Settlement.

28           7.       The Settlement is not an admission by Defendants, nor is this Order and Judgment a

1 finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order and  
2 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the  
3 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,  
4 concession, or liability whatsoever by or against Defendants.

5 8. The Court approves the gross settlement amount of \$710,000. After deducting the  
6 approved amounts for attorneys' fees and costs, service awards, and settlement administration costs, the  
7 net settlement amount of \$440,872.70 will be allocated as follows: Seventy-Five Percent (75%), or  
8 approximately \$330,654.53, shall be paid to the California Labor and Workforce Development Agency,  
9 and the remaining Twenty-Five Percent (25%), or approximately \$110,218.17, shall be paid to  
10 Aggrieved Employees.

11 9. The Court hereby awards \$236,667 in attorneys' fees and \$12,460.30 costs to Plaintiff's  
12 Counsel, Capstone Law APC and the Law Offices of Mark Yablonovich.

13 10. The Court approves an Enhancement Award of \$10,000 to Hannah Cuellar.

14 11. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator, and  
15 approves Settlement Administration Costs of \$10,000.

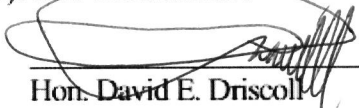
16 12. This Judgment shall be binding on all Aggrieved Employees and the State of California,  
17 who are hereby barred by the doctrine of res judicata from re-litigating the Released PAGA Claims  
18 during the PAGA Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*, 46  
19 Cal. 4th 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved  
20 employee under PAGA is binding not only on the named employee plaintiff but also on state labor law  
21 enforcement agencies and any aggrieved employee not a party to the proceeding).

22 13. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive  
23 and continuing jurisdiction under California Code of Civil Procedure section 664.6, over the above-  
24 captioned action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

25 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

26 Date

7/7/26

27   
Hon. David E. Driscoll  
28 San Bernardino County Superior Court Judge