PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs NAYELI ARROYO and IVETTE GARDUNO on one hand ("Plaintiffs") and defendants CIGNA HEALTH AND LIFE INSURANCE COMPANY and CIGNA-EVERNORTH SERVICES, INC. on the other hand ("Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiffs' PAGA lawsuit alleging wage and hour violations against Defendants captioned *Nayeli Arroyo v. Cigna Health and Life Insurance Company and Cigna-Evernorth Services, Inc.*; PAGA Notice sent on June 26, 2024, filed on September 13, 2024, and pending in Tulare County Superior Court, Case No. VCU312956.

1.2. "Administrator" means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employee" means all individuals employed by Defendants in hourly, non-exempt positions in California at any time during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods. This information shall be treated as and remain completely confidential and shall be used solely to manage the settlement administration process described herein. The Settlement Administrator shall not share or disclose the Covered Employees List to Plaintiff's Counsel, Plaintiff, or any other party.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of Tulare.

1.8. "Defendants" means named Defendants Cigna Health and Life Insurance Company and Cigna-Evernorth Services, Inc.

1.9. "Defense Counsel" means Littler Mendelson P.C., the attorneys representing Defendants in the Action.

1.10. "Effective Date" means the date by when both of the following have occurred: (a) the Court orders the entry of a Judgment on its Order Approving the PAGA Settlement and (b) the day the Court enters that Judgment.

1.11. "Gross Settlement Amount" means One Million Two Hundred Ten Thousand Dollars ($1,210,000.00), which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment. The Gross Settlement Amount does not include the Plaintiffs' separate individual settlement for individual non-PAGA claims that will be separately memorialized in a confidential settlement agreement and separately funded by Defendants ("Individual Settlement").

1.12. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (m).

1.15. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).

1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.17. "PAGA Counsel" means Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiffs in the Action.

1.18. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.20. "PAGA Period" means the period from July 10, 2023, through the earliest of either the date of Court approval of this PAGA settlement or June 28, 2025.

1.21. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.22. "PAGA Notice(s)" means Plaintiff Nayeli Arroyo's June 26, 2024 letter, Plaintiff Nayeli Arroyo's September 13, 2024 amended letter, and Plaintiffs Nayeli Arroyo and Ivette Garduno's January 28, 2025 amended letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to the LWDA in settlement of PAGA claims.

1.24. "Plaintiffs" means Nayeli Arroyo, the named plaintiff in the Action, and Ivette Garduno, who filed the January 28, 2025, amended PAGA notice along with Nayeli Arroyo and will be named as a plaintiff in the Second Amended Complaint.

1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.26. "Released PAGA Claims" means the claims being released by the Plaintiffs and PAGA Counsel as described in Paragraph 5 below.

1.27. "Released Parties" means: Defendants and each of their current and former parents, owners, subsidiaries, divisions, and affiliated or related persons or entities, and each of their respective officers, directors, employees, partners, shareholders, attorneys, agents, executors, and assigns.

1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. **RECITALS**.

2.1. On September 13, 2024, Plaintiff Nayeli Arroyo commenced this Action by filing a PAGA Complaint against Cigna Health and Life Insurance Company and other entities. On January 16, 2025, Plaintiff Nayeli Arroyo filed a First Amended PAGA Complaint against Defendants Cigna Health and Life Insurance Company and Cigna-Evernorth Services, Inc. Plaintiffs Nayeli Arroyo and Ivette Garduno will file a Second Amended Complaint to add Ivette Garduno as a Plaintiff. The Second Amended Complaint is the operative complaint in the Action (the "Operative Complaint.") Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to

Defendants and the LWDA by sending the PAGA Notices.

2.3. On April 28, 2025, the Parties participated in an all-day mediation presided over by Deborah C. Saxe, Esq., which led to this Agreement to settle Plaintiffs' representative claims on behalf of the allegedly aggrieved employees and Individual Settlement to settle Plaintiffs' individual claims in the Action.

2.4. Prior to mediation, Plaintiffs obtained key company documents and data, including an approximately 20% sampling of time and payroll records for the alleged Aggrieved Employees through informal discovery.

2.5. The Parties, PAGA Counsel and Defense Counsel represent that there is one pending matter against Defendants that was filed on June 25, 2025, which asserts claims that will be extinguished or affected by the Settlement, *Nathalie Ortiz v. Cigna-Evernorth Services, Inc., et al.,* Ventura County Superior Court Case No. 2025CUOE046382.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay $1,210,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 7.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $403,333 and PAGA Counsel Litigation Expenses Payment of not more than $25,000. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds

Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed $9,340 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than $9,340 the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of not less than $772,327 to be paid from the Gross Settlement Amount, with 65% (no less than $502,012.55) allocated to the LWDA PAGA Payment and 35% (no less than $270,314.45) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (no less than $270,314.45) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employees' PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records as of the date of mediation, Defendants estimate there are 921 Aggrieved Employees who worked a total 33,250 PAGA Pay Periods from July 10, 2023, through April 28, 2025, the date of mediation.

4.2. Aggrieved Employee Data. Within thirty (30) days of the Effective Date Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one hundred eighty [180] days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) representative claims that could have been assessed upon and collected from the Released Parties under California Labor Code section 2698, *et seq.,* including any and all claims for civil penalties recoverable under PAGA known or unknown, arising during the PAGA Period based on the facts alleged in the Operative Complaint and the PAGA Notices, including Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating) and for violations of the applicable IWC Wage Orders (including, *inter alia,* Wage Orders 4-2001), and any resulting claim for attorneys' fees and costs under PAGA ("Plaintiffs' Release"). Plaintiffs' Release does not extend to their individual claims being separately settled with the individual settlement agreements, any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.2 Plaintiffs' Individual Claims. Pursuant to a separate confidential settlement agreements, in addition to the Gross Settlement Amount, Defendants have agreed to separately pay Plaintiffs Individual Settlements to resolve all of their individual claims. The Individual Settlements will be paid by the Settlement Administrator. The Individual Settlement is made in exchange for a general release of all individual claims arising out of employment with Defendants, including a waiver of any unknown claims pursuant to California Civil Code section 1542, which will be detailed is a separate confidential settlement agreements.

5.3 Release by Aggrieved Employees.

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notices.

5.4 Release by PAGA Counsel.

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notices.

6. AGGRIEVED EMPLOYEES BOUND BY JUDGMENT.

6.1. Upon entry of Judgment, Aggrieved Employees will be bound by the Judgment, and therefore will be precluded from brining any PAGA claim that was alleged in the Operative Complaint or in the PAGA Notices, or that reasonably could have been alleged in the Operative Complaint and/or in the PAGA Notices, based upon or arising out of the facts alleged therein that occurred during the PAGA Period. The Parties intend and agree that the Final Approval Order and the Judgment entered as a result of this Agreement shall have *res judicata* and preclusive effect to the fullest extent allowed by law.

7. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

7.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (s)(1)), this Agreement (Labor Code section 2699, subd. (s)(2)); (iv) a redlined version of the Parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall aver that there is one pending matter against Defendants that was filed on June 25, 2025, which asserts claims that will be extinguished or affected by the Settlement, *Nathalie Ortiz v. Cigna-Evernorth Services, Inc., et al.,* Ventura County Superior Court Case No. 2025CUOE046382.

7.2. Responsibilities of PAGA Counsel. Subject to Defense Counsel's review and approval prior to filing, PAGA Counsel shall be responsible for expeditiously preparing, finalizing and filing the stipulation and/or motion for approval of this Settlement no later than thirty (30)days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7.4. Effect of Non-Approval. This Agreement will be null and void if this settlement is not approved by the appropriate Court, provided that the Parties will work together in good faith to cure any issues giving rise to the denial of approval, and that denial only after such efforts will nullify the settlement.

8. SETTLEMENT ADMINISTRATION.

8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.5. Disputed Claims. For disputed claims, Defendants' records will be presumed accurate. If an individual disputes Defendants' records, he or she will have the burden of proof to establish otherwise with documentary evidence.

9. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

Based on its records, Defendants estimate there were approximately 921 employees who worked approximately 33,250 PAGA Pay Periods from July 10, 2023, through April 28, 2025. If it is determined that the number of pay periods during the PAGA Period exceeds 36,575 (33,250 plus 10% of 36,250), then Defendants may elect to either (a) end the PAGA Period on that date on which the number of pay periods reached 36,575, or (b) increase the Gross Settlement Amount in proportion to the increased percentage— for example, if such increase in pay periods is 14% over 33,250 pay periods, the Gross Settlement Amount will increase by 4%.

10. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11. ADDITIONAL PROVISIONS.

11.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.6. No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

11.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

11.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.11. Confidentiality. Absent Defendants' advance written consent, the terms of this Agreement (including, but not limited to, the Gross Settlement Amount), the negotiations leading to the execution of this Agreement, and the Agreement itself, shall not be discussed with or publicized or promoted to the media or the public at large. Nothing in this provision is intended to prohibit: (a) Plaintiffs from discussing this Agreement with their spouses, attorneys, or tax advisors, (b) Plaintiffs' counsel from citing the Agreement in public court filings as evidence supporting their competence as counsel in wage/hour and/or class action matters, or (c) Plaintiffs' counsel from communicating with Plaintiffs, with the Aggrieved Employees about the settlement, with the LWDA, or with the Court.

11.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

11.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Norman B. Blumenthal, SBN 068687
norm@bamlawca.com
Kyle R. Nordrehaug, SBN 205975
kyle@bamlawca.com
BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 Calle Clara
La Jolla, CA 92037
Telephone: 858.551.1223

To Defendants:

Keith Jacoby, SBN 150233
kjacoby@littler.com
Shahram Samie, SBN 268025
ssamie@littler.com
Nicole Vongchanglor, SBN 278523
nvongchanglor@littler.com
LITTLER MENDELSON P.C.
2049 Century Park East, 5th Floor
Los Angeles, CA 90067

Telephone: 310.553.0308
Facsimile: 310.553.5583

10.1 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.2 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Plaintiffs:

Dated: July 15, 2025

Nayeli Arroyo (Jul 15, 2025 11:03 PDT)

Plaintiff Nayeli Arroyo

Dated: July 15, 2025

(Jul 15, 2025 11:24 PDT)

Plaintiff Ivette Garduno

Defendants:

Dated: July __, 2025

By: Julia Stubstad
Defendants Cigna Health and Life Insurance Company and Cigna-Evernorth Services, Inc.

Approved as to form:

Dated: July __, 2025

Keith Jacoby
Shahram Samie
Nicole Vongchanglor
Counsel for Defendants

Dated: July 15, 2025

Kyle Nordrehaug
Counsel for Plaintiffs

Telephone: 310.553.0308
Facsimile: 310.553.5583

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Plaintiffs:

Dated: July__, 2025

____
Plaintiff Nayeli Arroyo

Dated: July __, 2025

____
Plaintiff Ivette Garduno

Defendants:

Dated: July 15, 2025

Julia Stubstad
By: Julia Stubstad
Defendants Cigna Health and Life Insurance Company and Cigna-Evernorth Services, Inc.

Approved as to form:

Dated: July 15, 2025

____
Keith Jacoby
Shahram Samie
Nicole Vongchanglor
Counsel for Defendants

Dated: July __, 2025

____
Norman B. Blumenthal
Kyle R. Nordrehaug
Counsel for Plaintiffs