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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF TULARE

NAYELI ARROYO, on behalf of the
State of California, as a private attorney
generals,

Plaintiff,

vs.

CIGNA HEALTH AND LIFE
INSURANCE COMPANY, a Corporation;
CIGNA-EVERNORTH SERVICES INC.,
a Corporation; and DOES 1 through 50,
inclusive, and DOES 1 through 50,
inclusive,

Defendants

Case No. **VCU312956**

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Hearing Date: August 14, 2025

Hearing Time: 8:30a.m.

Judge: Hon. David Mathias

Dept.: 1

Action Filed: September 13, 2024

FAC Filed: January 16, 2025

ORDER AND JUDGMENT

1. Plaintiffs Nayeli Arroyo and Ivette Garduno, (“Plaintiffs”) move for approval of the settlement of Plaintiffs’ claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California Labor Code § 2699(l), against Defendant Cigna Health and Insurance Company and Cigna-Evernorth Services, Inc., (“Defendant”).

2. Plaintiffs exhausted all administrative remedies required to bring the PAGA claims asserted in this action and are authorized to act as private attorney general with respect to the PAGA claims being released under the terms of the PAGA Settlement Agreement (“Agreement”), which is incorporated by reference. The California Labor Workforce Development Agency was provided with notice of the Settlement and the motion for approval of the PAGA settlement via its online process and no objection has been received to the settlement or the motion from the Labor Workforce Development Agency (“LWDA”).

3. The Parties seek approval of the settlement of Plaintiffs’ PAGA claims and the PAGA Payment to be paid as part of the settlement as set forth in the Agreement which was filed with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of \$1,210,000, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed \$9,340) for Apex Class Action LLC, to administer the settlement, PAGA Counsel Fees Payment in the amount of \$403,333 (one-third of the Gross Settlement Amount), and PAGA Counsel Litigation Expenses Payment in the amount of \$16,535.91. The PAGA Payment, which is the amount remaining of the Gross PAGA Settlement Amount after deduction of the Administration Expenses Payment, and PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, is no less than \$780,791.09. and shall be allocated to Labor Code 2699 penalties as amended, including other civil penalties specified in the Labor Code, of which sixty-five percent (65%) (no less than \$507,514.21) will be paid to the LWDA and the remaining thirty-five percent (35%) (no less than \$273,276.88) will be paid to the Aggrieved Employees.

4. The Court, having reviewed the evidence and papers submitted and argument of counsel, pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Plaintiff’s motion and

1 approves the PAGA settlement as set forth in the Agreement and the PAGA Payment, which shall be
2 allocated and paid out as set forth in the Agreement.

3 5. The “Aggrieved Employees” are defined as a all individuals employed by Defendants
4 in hourly, non-exempt positions in California at any time during the PAGA Period. The PAGA Period
5 is the period from June 10, 2023, through the earliest of either the date of Court approval of this PAGA
6 settlement or June 26, 2025.

7 6. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement
8 Amount, Defendant and the Released Parties (as defined in the Agreement) shall be entitled to a release
9 from the Plaintiffs defined as “Plaintiffs’ Release” including, but not limited to: (a) representative
10 claims that could have been assessed upon and collected from the Released Parties under California
11 Labor Code section 2698, *et seq.*, including any and all claims for civil penalties recoverable under
12 PAGA known or unknown, arising during the PAGA Period based on the facts alleged in the Operative
13 Complaint and the PAGA Notices, including Labor Code sections 201, 202, 203, 204, 210, 218, 221,
14 226(a), 226.3, 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1174, 1174.5, 1194, 1197, 1197.1, 1198,
15 2802, 2699(f)(2), California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B),
16 California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating) and for
17 violations of the applicable IWC Wage Orders (including, *inter alia*, Wage Orders 4-2001), and any
18 resulting claim for attorneys’ fees and costs under PAGA (“Plaintiffs’ Release”). Plaintiffs’ Release
19 does not extend to their individual claims being separately settled with the individual settlement
20 agreements, any claims or actions to enforce this Agreement, or to any claims for vested benefits,
21 unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits
22 that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that
23 they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now
24 know or believe to be true but agree, nonetheless, that Plaintiffs’ Release shall be and remain effective
25 in all respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of them.
26 Additionally, Aggrieved Employees shall release those claims included in the “Release by Aggrieved
27 Employees”, on behalf of themselves and their respective former and present representatives, agents,
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1 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
2 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period
3 facts stated in the Operative Complaint and the PAGA Notices. (collectively the “Release by
4 Aggrieved Employees”). (Agreement at ¶ 5.2). The Released Parties” means Defendants and each of
5 their current and former parents, owners, subsidiaries, divisions, and affiliated or related persons or
6 entities, and each of their respective officers, directors, employees, partners, shareholders, attorneys,
7 agents, executors, and assigns. (Agreement at ¶ 1.27).

8 7. This settlement (including this Order) cannot be used, directly or indirectly, to
9 introduce, use, or admit in this case or in any other judicial, arbitral, administrative, investigative or
10 other forum or proceeding, as purported evidence of any violation of any federal, state, or local law,
11 statute, ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation),
12 or any liability, obligation, or duty at law or in equity, or for any other purpose. This settlement
13 (including this Order) shall not be construed to be an admission by Defendant of any liability or
14 wrongdoing as to Plaintiffs, the Aggrieved Employees, or any other person, and Defendant specifically
15 disclaims any such liability or wrongdoing.

16 8. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this Order
17 and Judgment to the LWDA within 10 days after its entry.

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1 9. This claim asserted under PAGA in this action is dismissed with prejudice. After entry
2 of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure § 664.6, retain
3 jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement,
4 and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement
5 benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution
6 of settlement benefits.

7 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
8 **ENTERED ACCORDINGLY.**

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10 DATED: _____

11 THE HONORABLE TANA L. COATES
12 JUDGE OF THE SUPERIOR COURT
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