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**ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE**

10/15/2025

STEPHANIE CAMERON, CLERK

Anna Lara, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF TULARE

NAYELI ARROYO and IVETTE
GARDUNO, on behalf of the State of
California, as a private attorney general,

Plaintiffs,

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**

**[AMENDED 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 Life 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 for Apex Class Action LLC, to administer the settlement, PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment. The Court approves an Administration Expenses Payment in the amount of \$9,340, PAGA Counsel Fees Payment in the reduced amount of \$220,871.25, 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 \$963,252.84. 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 \$626,114.35) will be paid to the LWDA and the remaining thirty-five percent (35%) (no less than \$337,138.49) 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(1)(2) hereby GRANTS the Plaintiff's motion and approves the PAGA settlement as set forth in the Agreement and the PAGA Payment, which shall be allocated and paid out as set forth in the Agreement.

5. The "Aggrieved Employees" are defined as all individuals employed by Defendants in hourly, non-exempt positions in California at any time during the PAGA Period. The PAGA Period is the period from July 10, 2023, through the earliest of either the date of Court approval of this PAGA settlement or June 28, 2025. (Agreement at ¶¶ 1.4, 1.20).

6. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount, Defendant and the Released Parties (as defined in the Agreement) shall be entitled to a release from the Plaintiffs defined as "Plaintiffs' Release" 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), 226.3, 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, 2699(f)(2), 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. Additionally, Aggrieved Employees shall release those claims included in the "Release by Aggrieved

Employees”, 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. (collectively the “Release by Aggrieved Employees”). (Agreement at ¶¶ 5.1, 5.3). The “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. (Agreement at ¶ 1.27).

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

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

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

10. The Court sets a compliance hearing as to distribution of the net settlement fund to the LWDA and Aggrieved Employees for February 26, 2026; 8:30 am in Department 1. Plaintiffs shall submit a compliance report ten days prior to the compliance hearing.

1 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
2 **ENTERED ACCORDINGLY.** Ordered pursuant to 8/14/25 adopted tentative ruling.

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4 DATED: 10/15/2025



THE HONORABLE DAVID MATHIAS
JUDGE OF THE SUPERIOR COURT