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FILED
Superior Court of California
County of Sacramento
03/14/2025
V. Aleman, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

ERIK HUFFMAN, NAJUAH MUDAHY,
INA ROSSON, JOANNE RODELLE
LAWHORN and MANUAL JOSEPH
ORTEGON, individuals, on behalf of
themselves and on behalf of all persons
similarly situated and on behalf of the State
of California, as private attorney general,

Plaintiffs,

vs.

CENTENE MANAGEMENT COMPANY
LLC, a Limited Liability Company;
HEALTH NET, LLC, a Limited Liability
Company and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 34-2022-00322629

**[PROPOSED] PRELIMINARY APPROVAL
ORDER**

Hearing Date: March 14, 2025
Hearing Time: 9:00 a.m.
Reservation ID # A-322629-001

Judge: Hon. Lauri A. Damrell
Dept: 22

Date Filed: June 29, 2022
Trial Date: Not set

This matter came before the Honorable Lauri A. Damrell of the Superior Court of the State
of California, in and for the County Sacramento, on March 14, 2025, for hearing on the unopposed

PRELIMINARY APPROVAL ORDER

1 motion by Plaintiffs Erik Huffman, Najuah Mudahy, Ina Rosson, Joanne Rodelle Lawhorn and
2 Manuel Joseph Ortegon (“Plaintiffs”) for preliminary approval of the Settlement with Defendants
3 Centene Management Company, LLC and Health Net, LLC (“Defendants”). The Court, having
4 considered the briefs, argument of counsel and all matters presented to the Court and good cause
5 appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action
6 Settlement.

7
8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Class Action and PAGA Settlement
10 Agreement (“Agreement”) attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in
11 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This is based
12 on the Court’s determination that the Settlement set forth in the Agreement is within the range of
13 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
14 Procedure and California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all
16 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. The Gross Settlement Amount that Defendants shall pay is Three Million Six
18 Hundred Fifty Thousand Dollars (\$3,650,000). It appears to the Court on a preliminary basis that
19 the settlement amount and terms are fair, adequate and reasonable as to all potential Class
20 Members when balanced against the probable outcome of further litigation and the significant
21 risks relating to certification, liability and damages issues. It further appears that investigation and
22 research have been conducted such that counsel for the Parties are able to reasonably evaluate
23 their respective positions. It further appears to the Court that the Settlement will avoid substantial
24 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
25 further prosecution of the Action. It further appears that the Settlement has been reached as the
26 result of serious and non-collusive, arm’s-length negotiations.

1 4. The Court preliminarily finds that the Settlement appears to be within the range of
2 reasonableness of a settlement that could ultimately be given final approval by this Court. The
3 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
4 preliminarily finds that the monetary settlement made available to the Class is fair, adequate, and
5 reasonable when balanced against the probable outcome of further litigation and the significant
6 risks relating to certification, liability, and damages issues.

7 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
8 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$55,000, and
9 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
10 \$10,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount
11 of any service award, until the Final Approval Hearing. Plaintiffs will be required to present
12 evidence supporting these requests, including lodestar, prior to final approval.

13 6. The Court recognizes that Plaintiffs and Defendants stipulate and agree to
14 representative treatment and certification of a class for settlement purposes only. This stipulation
15 will not be deemed admissible in this or any other proceeding should this Settlement not become
16 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
17 "all individuals who were employed by Defendants Centene Management Company, LLC or
18 Health Net, LLC in California and classified as a non-exempt employee at any time during the
19 Class Period, excluding all those who previously released their claims in prior settlements, except
20 for Plaintiff Erik Huffman." The "Class Period" is from June 29, 2018 through December 31,
21 2024.

22 7. The Court concludes that, for settlement purposes only, the Class meets the
23 requirements for certification under section 382 of the California Code of Civil Procedure in that:
24 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
25 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
26 community of interest amongst the members of the Class with respect to the subject matter of the
27 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)

1 the Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a
2 class action is superior to other available methods for the efficient adjudication of this controversy;
3 and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are
4 adequate representatives of the Class.

5 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
6 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
7 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal
8 Nordrehaug Bhowmik De Blouw LLP ["BNBD"]; Joseph Lavi, Vincent C. Granberry, and Eve
9 Howe of Lavi & Ebrahimiian, LLP ["LE"]; and James R. Hawkin, Isandra Fernandez, and Lance
10 Dacre of James Hawkins, APLC as Class Counsel for the Class.

11 9. The Agreement provides for a PAGA Penalty out of the Gross Settlement Amount
12 of \$75,000, which shall be allocated \$56,250 to the Labor & Workforce Development Agency
13 ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
14 Agreement pursuant to the PAGA and \$18,750 to the Aggrieved Employees. "Aggrieved
15 Employees" are "all individuals who were employed by Defendants Centene Management
16 Company, LLC or Health Net, LLC in California and classified as a non-exempt employee at any
17 time during the PAGA Period, excluding all those who previously released their claims in prior
18 settlements, except for Plaintiff Erik Huffman". The PAGA Period is from April 1, 2021 through
19 December 31, 2024. Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA will be
20 provided notice of the Agreement and these settlement terms. The Court finds the PAGA Penalty
21 to be reasonable.

22 10. The Court hereby approves, as to form and content, the Class Notice attached
23 hereto as Exhibit #1, which is hereby incorporated by reference. The Court finds that the Class
24 Notice appears to fully and accurately inform the Class of all material elements of the proposed
25 Settlement, of the Class Members' right to be excluded from the Class by submitting a written opt-
26 out request, and of each member's right and opportunity to object to the Settlement. The Court
27 further finds that the distribution of the Class Notice substantially in the manner and form set forth
28

1 in the Agreement and this Order meets the requirements of due process, is the best notice
2 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
3 entitled thereto. The Court orders the mailing of the Class Notice by first class mail pursuant to
4 the terms set forth in the Agreement. If a Class Notice Packet is returned because of an incorrect
5 address, the Administrator will promptly search for a more current address for the Class Member
6 and re-mail the Class Notice Packet to any new address for the Class Member no later than seven
7 (7) days after the receipt of the undelivered Class Notice.

8 11. The Court hereby appoints Apex Class Action as the Administrator. No later than
9 fifteen (15) days after this Order, Defendants will provide the Class Data to the Administrator.
10 The Administrator will perform address updates and verifications as necessary prior to the first
11 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
12 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
13 Class Members via first-class regular U.S. Mail to their last known address.

14 12. The Court hereby preliminarily approves the proposed procedure for exclusion
15 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
16 from the Class as provided in the Class Notice by following the instructions for requesting
17 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
18 postmarked or received no later than sixty (60) calendar days after the date of the mailing of the
19 Class Notice ("Response Deadline"). If a Class Notice Packet is re-mailed, the Response Deadline
20 for requests for exclusion will be extended an additional fourteen (14) days. A Request for
21 Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
22 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
23 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
24 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
25 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
26 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
27 group, class, or subclass of individuals is not permitted and will be deemed invalid.

1 13. Any Class Member who has not opted out may appear at the final approval hearing
2 and may object or express the Member's views regarding the Settlement and may present evidence
3 and file briefs or other papers that may be proper and relevant to the issues to be heard and
4 determined by the Court as provided in the Class Notice. Class Members will have until the
5 Response Deadline to submit their written objections to the Administrator. Written objections
6 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
7 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
8 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
9 Hearing to make an oral objection.

10 14. A final approval hearing shall be held before this Court on August 1, 2025 at 9:00
11 a.m. in Department 22 at the Gordon D. Schaber Courthouse of the Sacramento County Superior
12 Court to hear the motion for final approval and for attorneys' fees and costs, and to determine all
13 necessary matters concerning the Settlement, including: whether the proposed settlement of the
14 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable
15 and should be finally approved by the Court; whether the Final Approval Order and Judgment
16 should be entered herein; whether the plan of allocation contained in the Agreement should be
17 approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys'
18 fees and costs, service awards, and the fees and expenses of the Administrator. All papers in
19 support of the motion for final approval shall be filed with the Court and served on all counsel no
20 later than sixteen (16) court days before the hearing and the motion shall be heard at this final
21 approval hearing.

22 15. Neither the Settlement nor any exhibit, document, or instrument delivered
23 thereunder shall be construed as a concession or admission by Defendants in any way that the
24 claims asserted have any merit or that this Action was properly brought as a class or representative
25 action, and shall not be used as evidence of, or used against Defendants as, an admission or
26 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
27 omission by Defendants or with respect to the truth of any allegation asserted by any person.

1 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
2 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
3 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
4 deemed to be evidence for any purpose adverse to the Defendants, including, but not limited to,
5 evidence of a presumption, concession, indication or admission by Defendants of any liability,
6 fault, wrongdoing, omission, concession or damage.

7 16. In the event the Settlement does not become effective in accordance with the terms
8 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
9 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
10 and the Parties shall revert to their respective positions as of before entering into the Agreement,
11 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
12 including all available defenses and affirmative defenses, and arguments that any claim in the
13 Action could not be certified as a class action and/or managed as a representative action. In such
14 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
15 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
16 the Agreement with respect to the effect of the Agreement if it is not approved.

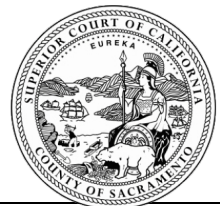
17 17. The Court reserves the right to adjourn or continue the date of the final approval
18 hearing and all dates provided for in the Agreement without further notice to Class Members and
19 retains jurisdiction to consider all further applications arising out of or connected with the
20 proposed Settlement.

21 18. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
22 further orders of the Court at the Final Approval Hearing.

23 **IT IS SO ORDERED.**

24
25 Dated: Feb 10





26
27 HON. LAURI A. DAMRELL
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

28

PRELIMINARY APPROVAL ORDER

EXHIBIT #1

EXHIBIT “A”

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

Huffman, et al. v. Centene Management Company LLC, et al.
Superior Court of the State of California,
County of Sacramento, Case No. 34-2022-00322629

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants Centene Management Company, LLC and Health Net, LLC (“Defendants”) for alleged wage and hour violations. The Action involves seven separate lawsuits that were combined into a single lawsuit. The Action was filed by Plaintiffs Erik Huffman, Najuah Mudahy, Ina Rosson, Joanne Rodelle Lawhorn and Manuel Joseph Ortegon (“Plaintiffs”) and seek payment of (1) wages and other relief on behalf of all individuals who were employed by Defendants Centene Management Company, LLC or Health Net, LLC in California and classified as a non-exempt employee at any time during the Class Period (June 29, 2018 through December 31, 2024), excluding all those who previously released their claims in prior settlements (“Class Members”), and (2) penalties and other relief on behalf of all individuals who were employed by Defendants Centene Management Company, LLC or Health Net, LLC in California and classified as a non-exempt employee at any time during the PAGA Period (April 1, 2021 through December 31, 2024), excluding all those who previously released their claims in prior settlements (“Aggrieved Employees”). Defendants deny that they have done anything wrong and dispute all the claims in the Action.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendants to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding), and your share of the PAGA Penalties is estimated to <<be \$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If \$0.00 is stated, then according to Defendants’ records you are not eligible for that payment.)

The above estimates are based on Defendants’ records showing that **you worked <<_____>> workweeks** during the Class Period and **you worked <<_____>> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, and/or a share of the PAGA Penalties. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants as described in Section 3 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendants. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is ____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims

	regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	<p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable.</p> <p>See Section 7 of this Notice.</p>
You Can Participate in the _____ Final Approval Hearing	<p>The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Sacramento County Superior Court, located at 720 9th Street, Sacramento, CA 95814, in Department 22 before Judge Lauri A. Damrell. This hearing may change as explained below in Section 8.</p> <p>You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline (_____)	<p>The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers and want to challenge the number, you must do so by _____. See Section 4 of this Notice.</p>

1. What is the Action about?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, failure to pay sick wages, and engaging in unfair competition. Plaintiffs also seek civil penalties under the Private Attorneys General Act (“PAGA”).

Defendants deny that they have done anything wrong and dispute all the claims in the Action. So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

2. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of **Three Million Six Hundred Fifty Thousand Dollars (\$3,650,000) (the “Gross Settlement Amount”)** to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants. Defendants shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants’ share of payroll taxes, by transmitting the funds to the Administrator no later than 14 days after the Effective Date. The “Effective Date” means the date the Judgment is no longer subject to appeal. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$27,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$1,216,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$55,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts

stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$10,000 each to the Plaintiffs as a service award, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$75,000 relating to Plaintiffs' claim under PAGA, \$56,250 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$18,750 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$18,750) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is April 1, 2021 through December 31, 2024.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$_____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day. The number of Workweeks will be based on Defendants' records; however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants' Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will go to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member disputes over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 8 of this Notice.

3. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released Class Claims. The "Released Class Claims" are all claims by the Class against the Released Parties that were alleged, or could have been alleged, based on the facts stated in the Complaints which occurred during the Class Period. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair

Employment and Housing Act, discrimination, unemployment insurance, disability, social security, workers' compensation, the individual wrongful termination and retaliation claims of Plaintiff Huffman which are being released separately (alleged in causes of action 10 to 12 of the Operative Complaint), or Class claims based on facts occurring outside of the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims by the Aggrieved Employees for PAGA penalties against the Released Parties that were alleged, or could have been alleged, based on the facts stated in the Complaints and the PAGA Notices, which occurred during the PAGA Period. Except as expressly set forth in the Agreement, Aggrieved Employees do not release any other claims, including underlying Released Class Claims, claims for wrongful termination, violation of the Fair Employment and Housing Act, discrimination, unemployment insurance, disability, social security, worker's compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendants and each of their former and present parents, subsidiaries, affiliates, insurers, insurance policies, and benefit plans; each of the former and present officers, directors, employees, equity holders (partners, shareholders, holders of membership interests, etc.), agents, representatives, administrators, fiduciaries, and attorneys of the entities and plans described in this sentence; and any other predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence.

4. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

Defendants' records reflect that you worked <<_____>> Workweeks during the Class Period (June 29, 2018 through _____, 2024).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<_____>>.

Defendants' records reflect that you worked <<____>> PAGA Pay Periods during the PAGA Period (April 1, 2021 through _____, 2024). Based on this information your estimated Individual PAGA Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 8 of this Class Notice has the Administrator's contact information.

6. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. Your share of the PAGA Penalties, if any, is set forth in Section 4 above.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email it to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Huffman v. Centene Management Company* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Huffman v.*

Centene Management Company, Case No. 34-2022-00322629. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

7. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website at _____ or via the Public Portal page for the California Superior Court for the County of Sacramento (<https://prod-portal-sacramento-ca.journaltech.com/public-portal/>) and by entering the Case No. 34-2022-00322629.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Huffman v. Centene Management Company*, Case No. 34-2022-00322629, and include your name, current address, email or telephone number, and approximate dates of employment for Defendants and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

You also have the option to appear at the hearing remotely. Check the Court's tentative ruling website the day before at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/>. Remote appearances can be made through Zoom. The Zoom link for Department 22 is: <https://saccourt-ca-gov.zoomgov.com/j/16184738886>, and the audio link is (833) 568-8864, ID: 16184738886. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

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8. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 22 of the Superior Court of California, County of Sacramento, Gordon D. Schaber Courthouse, 720 9th Street, Sacramento, CA 95814, before Judge Lauri A. Damrell. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely or in person. Check the Court's tentative ruling website the day before by entering the case number 34-2022-00322629 at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/>. Remote appearances can be

made through Zoom. The Zoom link for Department 22 is: <https://saccourt-ca.gov.zoomgov.com/j/16184738886>, and the audio link is (833) 568-8864, ID: 16184738886. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on the Administrator's website at <<_____>>. In addition, hearing dates are posted on the Internet via the Public Portal page for the California Superior Court for the County of Sacramento (<https://prod-portal-sacramento-ca.journaltech.com/public-portal/>) and by entering the Case No. 34-2022-00322629.

9. How Can I Get More Information?

You may call the Administrator at _____ or write to *Huffman v. Centene Management Company* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Class Action and PAGA Settlement Agreement, the Judgment, the motion for final approval and attorneys' fees, costs and service award, or other Settlement documents by going to the Class Counsel's website at www.bamlawca.com under "Class Notices" for *Huffman v. Centene*. You may get more details by examining the Court's file on the Internet via the Public Portal page for the California Superior Court for the County of Sacramento (<https://prod-portal-sacramento-ca.journaltech.com/public-portal/>) and entering the Case No. 34-2022-00322629. If you wish to view the Court files in person, you must make an appointment with the Clerk's Office at 720 9th Street, Sacramento, CA 95814.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.