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FILED
Superior Court of California
County of Los Angeles
12/13/2023

David W. Slayton, Executive Officer / Clerk of Court
By: I. Arellanes Deputy

*Attorneys for Plaintiffs Manuel I. Figueroa, M.D.,
and the Settlement Class*

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

MANUEL I. FIGUEROA, M.D., for and on
behalf of himself and other persons similarly
situated,

Plaintiffs,

vs.

MOLINA HEALTHCARE OF
CALIFORNIA, INC.,

Defendant.

Case No. BC645344
(Hon. Kenneth R. Freeman, Dept. 14)

CLASS ACTION

~~PROPOSED~~ FINAL JUDGMENT

Action filed: December 30, 2016
Trial Date: Not set

Pursuant to the Court's Order Granting Final Approval of Class Action Settlement dated FCF-HDCGH, ~~2023~~, ("Final Approval Order"), which is incorporated herein:

IT IS ORDER, ADJUDGED, AND DECREED THAT:

1. Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Revised Settlement Agreement and Release (the "Settlement Agreement").

2. This Court has finally certified, for settlement purposes only, under Rule 3.769(d) of the California Rules of Court, a Settlement Class that is defined as follows (except for persons expressly excluded from the Settlement Class in the Settlement Agreement):

All California medical providers qualified to receive Enhanced Payments under Section 1202 of the ACA for eligible E&M Services provided to Molina's health plan members between January 1, 2013 and December 31, 2014 who submitted claims or encounters for such services to Molina, which claims or encounters were not denied prior to the filing of the Lawsuit, and who Molina's records indicate did not receive Enhanced Payments from Molina for some or all of those claims or encounters. According to Molina's records, there are 3,464 providers within the Settlement Class.

Specifically excluded from the Settlement Class are the following persons: (i) Class Counsel and their immediate family members; (ii) any Judges or mediators who have presided over the Lawsuit and their immediate family members; and (iii) any provider who has separately settled and released his or her claims against Molina, including but not limited to, A. Shawn Adhami, M.D.

3. All Settlement Class Members who have not opted-out of the Settlement, and all Released Claims, are covered by and bound by this Final Judgment. The former Settlement Class member listed on Exhibit 1 to this Final Judgment has properly and timely opted-out of the Settlement and is therefore not bound by the Settlement, Release, Final Approval Order, or Final Judgment.

4. As of the Effective Date, Settlement Class Members and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, guardians, corporations, and all those who claim through them or assert claims on their behalf, shall be deemed to have released the Released Parties from any and all Released Claims, defined in the Settlement Agreement as follows:

1 **16. RELEASE.** *Except as to the rights and obligations provided for under the*
2 *terms of this Agreement, upon the date on which Molina transfers the Total*
3 *Settlement Funds to the Settlement Administrator per Paragraph 21(a), Plaintiff,*
4 *on behalf of himself and each of the other Settlement Class Members (collectively,*
5 *the “Releasing Parties”), hereby releases and forever discharges Molina, and all*
6 *of its past, present and future predecessors, successors, parent entities,*
7 *subsidiaries, divisions, employees, affiliates, officers, directors, shareholders,*
8 *representatives, attorneys, insurers, agents and assigns (collectively, the “Released*
9 *Parties”) from any and all causes of action, claims, allegations, damages, costs,*
10 *fees or liabilities that were alleged in, or arise out of facts asserted in, the Amended*
11 *Class Action Complaint filed on January 16, 2018 (the “Released Claims”)*

12 (a) *Subject to Court approval, all Settlement Class Members shall be*
13 *bound by this Agreement and the release set forth in this Paragraph*
14 *16, irrespective of whether they received actual notice of the*
15 *Lawsuit or this Settlement. This Agreement does not affect any*
16 *claims or potential claims of any providers who are not Settlement*
17 *Class Members.*

18 (b) *Without in any way limiting the scope of the release contained in*
19 *this Paragraph 16, the release covers any and all claims for*
20 *attorneys’ fees, costs or disbursements incurred by Class Counsel*
21 *or any other counsel representing Plaintiff or the Settlement Class*
22 *Members, or any of them, in connection with or related in any*
23 *manner to the Lawsuit, the Settlement, the administration of the*
24 *Settlement and the Released Claims as well as any and all claims*
25 *related to the Incentive Award Payment and the Class Counsel Fee*
26 *Payment.*

27 5. The Court hereby directs the Parties to effectuate the Settlement and to make payment
28 to Settlement Class Members according to the Settlement’s terms as set forth in the Court’s Final
Approval Order.

 6. The Court hereby affirms Plaintiff Manuel I. Figueroa M.D. as the Settlement Class
representative.

 7. The Court hereby confirms Douglas P. Dehler and Gregory W. Lyons of O’Neil,
Cannon, Hollman, DeJong & Laing S.C. and Gretchen M. Nelson and Gabriel S. Barenfeld of Nelson
& Fraenkel LLP as Class Counsel.

 8. The Court hereby confirms its award in the Final Approval Order approving the award
of attorneys’ fees and costs to Class Counsel in the amount of \$872,122.38, and further confirms that

1 the Incentive Award Payment of \$2,500 shall be paid to Manuel I, Figueroa, M.D., all according to
2 the Settlement's terms and as set forth in the Final Approval Order.

3 9. The Court hereby confirms its award in the Final Approval Order of an amount not to
4 exceed \$200,000 to JND Legal Administration as Settlement Administrator for the costs of providing
5 notice and administering the Settlement according to the Settlement's terms. Arrangements are to be
6 made by Defendant and the Settlement Administrator for Defendant to pay the Settlement
7 Administrator's fees, costs, and expenses directly. Neither the Settlement Class Members nor Class
8 Counsel are responsible for any expenses in providing the Notice or in administering the settlement.

9 10. The Final Approval Order and the Final Judgment are not a finding or determination
10 of any wrongdoing by Defendant.

11 11. Pursuant to Rule 3.769(h) of the California Rules of Court, jurisdiction is hereby
12 reserved by this Court to assure compliance with all terms of the Settlement, in accordance with the
13 Settlement Agreement and the Final Approval Order. Specifically, without affecting the finality of
14 the Court's Final Approval Order or this Final Judgment in any way, the Court retains jurisdiction
15 over: (a) implementation and enforcement of the Settlement Agreement pursuant to further order of
16 the Court until the final judgment contemplated hereby has become effective and each and every act
17 agreed to be performed by the Parties shall have been performed pursuant to the Settlement
18 Agreement; (b) any other action necessary to conclude this Settlement and to implement the
19 Settlement Agreement; and (c) the construction and interpretation of the Settlement Agreement.

20 12. This Final Judgment is intended to be a final disposition of the above-captioned action
21 in its entirety and is intended to be immediately appealable. This Final Judgment resolves and
22 extinguishes all claims released by the Settlement Agreement against the Released Parties.
23
24

25 Dated: 12/13/2023




26 
27 Hon. Kenneth R. Freeman
28 Judge of the Superior Court
Kenneth R. Freeman/Judge

EXHIBIT 1

Figueroa v. Molina Healthcare
Final Opt-out List

NAME	POSTMARK DATE
Ebtissam H. Korkis, MD	1/20/2023