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13 *Attorneys for Plaintiffs Manuel I. Figueroa, M.D.,*  
14 *and the Proposed Class*

15 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

16 **COUNTY OF LOS ANGELES**

17  
18 MANUEL I. FIGUEROA, M.D., for and on  
behalf of himself and other persons similarly  
19 situated,

20 Plaintiffs,

21 vs.

22 MOLINA HEALTHCARE OF  
23 CALIFORNIA, INC.,

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

CLASS ACTION

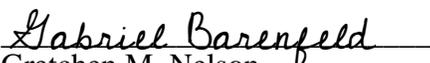
**NOTICE OF ENTRY OF ORDER  
GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

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**TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD,**  
**PLEASE TAKE NOTICE THAT,** on October 17, 2022, the Court entered its order Granting Preliminary Approval of Class Action Settlement. A copy of that Order is attached hereto as Exhibit A.

Dated: October 17, 2022

NELSON & FRAENKEL, LLP

  
Gretchen M. Nelson  
Gabriel S. Barenfeld

# **EXHIBIT A**



1 Having considered Plaintiff’s Motion for Preliminary Approval of Class Action Settlement,  
2 filed on October 22, 2021 (the “Motion for Preliminary Approval”), which seeks an Order that (1)  
3 grants preliminary approval of the Settlement Agreement; (2) certifies the class for settlement  
4 purposes; (3) appoints class counsel as counsel for the provisionally certified settlement class; (4)  
5 approves the proposed plan of notice and notice to the Settlement Class; (5) appoints JND Legal  
6 Administration as the Settlement Administrator; (6) sets a schedule for disseminating notice to the  
7 Settlement Class as well as other deadlines related to the administration of the settlement, including  
8 deadlines to object to or opt out of the settlement; and (7) schedules a final approval hearing, as  
9 well as Plaintiff’s Memorandum of Points and Authorities in Support of Motion for Preliminary  
10 Approval of Class Action Settlement and the supporting Declarations of Laura J. Lavey, Gretchen  
11 M. Nelson, and Manuel I. Figueroa, M.D. each filed on October 22, 2021; Plaintiff’s Revised  
12 Memorandum of Points and Authorities in Support of Motion for Preliminary Approval of Class  
13 Action Settlement and the supporting Declaration of Douglas P. Dehler filed on July 13, 2022; and  
14 all other papers filed in this Lawsuit, the Court hereby FINDS, CONCLUDES, and ORDERS as  
15 follows:

16 1. Plaintiff Manuel I. Figueroa, M.D. (“Plaintiff”) and Defendant Molina Healthcare of  
17 California (identified as Molina Healthcare of California, Inc. in the Lawsuit) (“Molina”), through  
18 their counsel of record in this Lawsuit, have reached an agreement to settle all claims in the Lawsuit.

19 2. The Parties have agreed, for Settlement purposes only, that this Lawsuit may be  
20 maintained as a class action.

21 3. The Court, having reviewed the terms of the proposed Settlement, as well as the  
22 Declarations of Laura J. Lavey, Gretchen M. Nelson, Manuel I. Figueroa, M.D., and Douglas P.  
23 Dehler filed in support of the Motion for Preliminary Approval describing Plaintiff’s investigation  
24 into the claims and defenses in this matter; the information exchanged between the Parties; the past  
25 proceedings in this Lawsuit; and the process and procedures for the Settlement, preliminarily finds  
26 that the proposed Settlement is the product of informed, non-collusive, and arm’s length negotiations  
27 and is within the range of possible approval as fair, reasonable, and adequate, such that notice should  
28 be given to the Settlement Class.

1           4.       The moving papers presented for the Court’s review in support of the Motion for  
2 Preliminary Approval set forth a plan to provide notice to the proposed Settlement Class of the terms  
3 of the Revised Settlement Agreement and the options provided to the Settlement Class—specifically,  
4 to (a) do nothing and, thus, accept the terms of the Settlement, including the amount of the Individual  
5 Settlement Payment identified in the Notice; (b) accept the terms of the Settlement, but dispute the  
6 amount of the Individual Settlement Payment identified in the Notice; (c) object to the Settlement in  
7 its entirety, but agree to receive only the Individual Settlement Payment identified in the Notice if the  
8 Settlement is approved by the Court; and (d) Opt Out of the Settlement. The Parties’ proposed Notice  
9 attached to the Revised Settlement Agreement as Exhibit A will be mailed to members of the  
10 Settlement Class at their last-known address, and any Notice that is returned will be promptly resent  
11 to any forwarding address. The Settlement Administrator will update and confirm current addresses  
12 for members of the Settlement Class based on public information available for such medical providers  
13 and will use standard skip tracing procedures, as necessary, to obtain any forwarding address  
14 information. The Settlement Administrator will also use alternative or additional methods to contact  
15 members of the Settlement Class, including, but not limited to, electronic mail or other electronic  
16 notification, as necessary and based on any alternative or additional contact information in Molina’s  
17 possession. The Parties’ proposed Notice and the notice plan set forth in the Revised Settlement  
18 Agreement provides the best practicable notice; it is reasonably calculated, under the circumstances,  
19 to apprise the Settlement Class of the pendency of the Lawsuit and of their right to object to or to  
20 exclude themselves from the proposed Settlement; it is reasonable and constitutes due, adequate and  
21 sufficient notice to all providers entitled to receive notice; and it meets all requirements of applicable  
22 law.

23           Good cause appearing therefore, **IT IS HEREBY ORDERED** as follows:

- 24           1.       The Court preliminarily approves the proposed Settlement.
- 25           2.       Capitalized terms not otherwise defined herein shall have the same meanings as set  
26 forth in the Revised Settlement Agreement.
- 27           3.       The Settlement Class is provisionally certified for settlement purposes only, pursuant  
28 to section 382 of the Code of Civil Procedure. For settlement purposes only, the Lawsuit may be

1 maintained on behalf of a Settlement Class defined as follows: “All California medical providers  
2 qualified to receive Enhanced Payments under Section 1202 of the ACA for eligible E&M Services  
3 provided to Molina’s health plan members between January 1, 2013 and December 31, 2014 who  
4 submitted claims or encounters for such services to Molina, which claims or encounters were not  
5 denied prior to the filing of the Lawsuit, and who Molina’s records indicate did not receive Enhanced  
6 Payments from Molina for some or all of those claims or encounters. According to Molina’s records,  
7 there are 3,464 providers within the Settlement Class.”

8 4. Plaintiff Manuel I. Figueroa, M.D. is appointed as the class representative, and  
9 Plaintiffs’ counsel, Douglas P. Dehler and Gregory W. Lyons of O’Neil, Cannon, Hollman, DeJong  
10 & Laing S.C. and Gretchen M. Nelson and Gabriel S. Barenfeld of Nelson & Fraenkel LLP are  
11 appointed as Class Counsel for the Settlement Class Members.

12 5. JND Legal Administration, also known as JND, is appointed as the Settlement  
13 Administrator and is tasked with providing the Notice to the Settlement Class as set forth in this Order  
14 and otherwise administering the Settlement in accordance with the terms of the Revised Settlement  
15 Agreement.

16 6. The Court hereby approves the form of the Notice of Proposed Settlement of Class  
17 Action, which is attached to the Revised Settlement Agreement as Exhibit A.

18 7. The Notice shall be sent to the Settlement Class by first-class United States mail  
19 according to the terms set forth in the Revised Settlement Agreement and the schedule set forth below.  
20 Molina shall provide the Settlement Administrator with the information necessary to conduct this  
21 mailing in accordance with the terms set forth in the Revised Settlement Agreement.

22 8. The Settlement Administrator shall file proof of compliance with the Notice  
23 provisions of the Revised Settlement Agreement no later than November 2, 2023.

24 9. Any member of the Settlement Class who wishes to exclude himself or herself from  
25 the Settlement Class shall submit an appropriate, timely request for exclusion to the Settlement  
26 Administrator, postmarked no later than the Opt-Out Date (60 days after the date on which the Notice  
27 is sent) or, in the case of a Rемаiled Notice, the Extended Opt-Out Date (90 days after the Notice  
28

1 Date) in compliance with the provisions of the Revised Settlement Agreement and as set forth in the  
2 Notice.

3 10. Any member of the Settlement Class who does not timely and validly Opt Out of the  
4 Settlement Class will be bound by all proceedings and orders in the Lawsuit.

5 11. Any Settlement Class Member who does not Opt Out and who wishes to object to the  
6 fairness, reasonableness or adequacy of the Settlement or the requested Class Counsel Fee Payment  
7 or Incentive Award Payment shall submit an appropriate, timely Objection to the Settlement  
8 Administrator, postmarked no later than the Objection Date (60 days after the date on which the  
9 Notice is sent) or, in the case of a Rемаiled Notice, the Extended Objection Date (30 days after the  
10 Objection Date) in compliance with the provisions of the Revised Settlement Agreement and as set  
11 forth in the Notice.

12 12. Any responses to any Objection shall be included in the Motion for Final Approval.

13 13. The Settlement Administrator shall establish a post office box in the name of the  
14 Settlement Administrator to be used for receiving requests for exclusion and any other  
15 communication relating to the Settlement. Only the Settlement Administrator, Class Counsel,  
16 Defendant's Counsel, the Court, and the Clerk of Court and their designated agents shall have access  
17 to this post office box, except as otherwise provided in the Revised Settlement Agreement.

18 14. Class Counsel shall file any applications for a Class Counsel Fee Payment and an  
19 Incentive Award Payment at least thirty-five (35) days prior to the Opt-Out Date and Objection Date.

20 15. The Settlement Administrator shall provide the Opt-Out List to Class Counsel and  
21 Defendant's Counsel within fifteen (15) days after the Opt-Out Date or, where appropriate, the  
22 Extended Opt-Out Date. The Settlement Administrator shall also file with the Court the Opt-Out List  
23 with an affidavit attesting to the completeness and accuracy thereof no later than November 2, 2023.

24 16. A hearing shall be held before this Court on November 9, 2023 at 10 a.m. in  
25 Department 14 to consider whether the Settlement should be given final approval by the Court. This  
26 hearing may be postponed by the Court without additional notice to members of the Settlement Class.

27 17. The Court issues the following schedule for further proceedings:  
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Event	Date
Molina to Provide the Settlement Administrator and Class Counsel the Settlement Class List and the Individual Settlement Payment Summary	15 days after the Preliminary Approval Order is entered
Notice of Proposed Settlement of Class Action to be Mailed	30 days after receipt of the Settlement Class List and the Individual Settlement Payment Summary or 45 days after the Preliminary Approval Order is entered, whichever is later.
Application for fee request and incentive award filed	35 days before Opt-Out Date and Objection Date
Deadline to Opt-Out of the Settlement	60 days from the date of the Notice (or 90 days from the date of the Notice for any Remailed Notice)
Deadline to Object to the Settlement	60 days from the date of the Notice (the "Objection Date") (or 30 days from the Objection Date for any Remailed Notice)
Settlement Administrator to provide final list of Opt-Outs to counsel	15 days after Opt-Out Date or, where appropriate, the Extended Opt-Out Date
Deadline for Molina to terminate agreement based on number of Opt-Outs	15 days after receipt of Opt-Out List
Deadline for Settlement Class Members to dispute Individual Settlement Payments	100 days from the date of the Notice or 100 days from the date of any Remailed Notice
Deficiency notices to be sent to Disputing Settlement Class Members (in the event initial supporting documentation provided is deficient)	30 days from receiving dispute information from Disputing Settlement Class Member
Disputing Settlement Class Member to provide additional supporting information in response to deficiency notice (if one is sent)	20 days after deficiency notice
Settlement Administrator to notify Molina of disputed claims and provide supporting information	15 days after deadline for Disputing Settlement Class Members to provide supporting documentation or cure any deficiencies
Molina to provide its own evidence if disputing claim made by Disputing Settlement Class Member (Disputed Claim) OR Molina to agree to pay disputed amount (Agreed Claim)	45 days after notice from Settlement Administrator of dispute and supporting information
Determination by Settlement Administrator of disputed claims	30 days after Molina submits evidence disputing claims made by Disputing Settlement Class Member
Dispute Report provided by Settlement Administrator	10 days of final adjudication of disputed claims
Deadline for Molina to terminate agreement based on total amount of disputed claims to be paid to Disputing Settlement Class Members	15 days from receipt of Dispute Report

1	Deadline to file Motion for final approval	45 days after receipt of Dispute Report, but no later than October 9, 2023
2	Settlement Administrator to file final report on Notice, Opt-Outs, Objections, Disputed Claims, and additional key metrics	November 2, 2023
3	Final Approval Hearing	November 9, 2023 at 10:00 a.m.
4	Molina to pay to Settlement Administrator funds necessary to cover all settlement payments, class counsel fee payment, and incentive award payment	30 days after final approval order
5	Effective Date	When appeal deadlines have run and/or all appeals resolved
6	Payment of settlement payments, class counsel fee payment, and incentive award payment	21 days after Effective Date
7	Deadline for Settlement Class Members to cash checks	270 days after payment of settlement payments
8	Settlement Administrator to provide declaration of payments made and status of checks cashed	290 days after Effective Date
9	Deadline for class counsel to file Final Report	300 days after Effective Date
10	Cy pres payment to be made	15 days after Final Report

14 **IT IS SO ORDERED.**

15  
16 Dated: 10/17/2022



17   
18 Hon. Kenneth R. Freeman  
19 Judge of the Superior Court  
20 Kenneth R. Freeman / Judge

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**PROOF OF SERVICE**

I, the undersigned, declare:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 601 So. Figueroa St., Suite 2050, Los Angeles, California 90017.

On September 26, 2022, I served the foregoing documents described as follows:

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as stated on the attached service list, and in the manner stated below:

  X   BY ELECTRONIC SERVICE

served by e-mail through Case Anywhere: I attached a true and correct copy of the above-entitled document(s) to Case Anywhere by electronic transfer for service on all counsel of record by electronic service pursuant to the Order Authorizing Electronic Service. This service complies with C.C.P. §1010.6.

       BY MAIL:

I am “readily familiar” with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

       BY PERSONAL SERVICE:

I caused to be delivered such envelope by hand to the offices of the addressee.

       BY FEDERAL EXPRESS OR OVERNIGHT CARRIER

  X   (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 26, 2022, at Los Angeles, California.

Michael P. Levin  
(Type or Print Name)

  
(Signature)

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**SERVICE LIST**  
**Figueroa, M.D. v. Molina Healthcare of California, Inc., et al.**  
**Case No. BC645344**

<p>Douglas P. Dehler Gregory W. Lyons O'NEIL, CANNON, HOLLMAN, et al. 111 East Wisconsin Ave., Suite 1400 Milwaukee, Wisconsin 53202-4870 Phone: (414) 276- 5000 Fax: (414)276- 6581 <a href="mailto:doug.dehler@wilaw.com">doug.dehler@wilaw.com</a> <a href="mailto:greg.lyons@wilaw.com">greg.lyons@wilaw.com</a></p>	<p>Attorneys for Plaintiffs Manuel I. Figueroa, M.D., and the Proposed Class</p>
<p>Quyen L. Ta KING &amp; SPALDING LLP 101 Second Street, Suite 1000 San Francisco, California 94105 Telephone: (415) 318-1227 Facsimile: (415) 318-1300 Email: <a href="mailto:qta@kslaw.com">qta@kslaw.com</a></p>	<p>Attorneys for Defendant Molina Healthcare of California, Inc</p>
<p>Craig H. Bessenger KING &amp; SPALDING LLP 633 West Fifth Street, Suite 1600 Los Angeles, California 90071 Telephone: (213) 443-4355 Facsimile: (213) 443-4310 Email: <a href="mailto:cbessenger@kslaw.com">cbessenger@kslaw.com</a></p>	<p>Attorneys for Defendant Molina Healthcare of California, Inc</p>

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**PROOF OF SERVICE**

I, the undersigned, declare:

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On October 17, 2022, I served the foregoing documents described as follows:

**NOTICE OF ENTRY OF ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as stated on the attached service list, and in the manner stated below:

  X   **BY ELECTRONIC SERVICE**  
served by e-mail through Case Anywhere: I attached a true and correct copy of the above-entitled document(s) to Case Anywhere by electronic transfer for service on all counsel of record by electronic service pursuant to the Order Authorizing Electronic Service. This service complies with C.C.P. §1010.6.

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I am “readily familiar” with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

       **BY PERSONAL SERVICE:**  
I caused to be delivered such envelope by hand to the offices of the addressee.

       **BY FEDERAL EXPRESS OR OVERNIGHT CARRIER**

  X   (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 17, 2022, at Los Angeles, California.

       Karina Torres  
(Type or Print Name)

       *Karina Torres*  
(Signature)

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**SERVICE LIST**  
**Figueroa, M.D. v. Molina Healthcare of California, Inc., et al.**  
**Case No. BC645344**

<p>Douglas P. Dehler Gregory W. Lyons O'NEIL, CANNON, HOLLMAN, et al. 111 East Wisconsin Ave., Suite 1400 Milwaukee, Wisconsin 53202-4870 Phone: (414) 276- 5000 Fax: (414)276- 6581 <a href="mailto:doug.dehler@wilaw.com">doug.dehler@wilaw.com</a> <a href="mailto:greg.lyons@wilaw.com">greg.lyons@wilaw.com</a></p>	<p>Attorneys for Plaintiffs Manuel I. Figueroa, M.D., and the Proposed Class</p>
<p>Quyen L. Ta KING &amp; SPALDING LLP 101 Second Street, Suite 1000 San Francisco, California 94105 Telephone: (415) 318-1227 Facsimile: (415) 318-1300 Email: <a href="mailto:qta@kslaw.com">qta@kslaw.com</a></p>	<p>Attorneys for Defendant Molina Healthcare of California, Inc</p>
<p>Craig H. Bessenger KING &amp; SPALDING LLP 633 West Fifth Street, Suite 1600 Los Angeles, California 90071 Telephone: (213) 443-4355 Facsimile: (213) 443-4310 Email: <a href="mailto:cbessenger@kslaw.com">cbessenger@kslaw.com</a></p>	<p>Attorneys for Defendant Molina Healthcare of California, Inc</p>