

**EXHIBIT “2”**

**DECLARATION OF PETER C. WOOD, JR.**

I, Peter C. Wood, Jr., an adult individual of sound mind, hereby depose and declare that:

1. I am a resident of the Commonwealth of Pennsylvania and am over 18 years old.

2. I serve as co-counsel for Plaintiffs in the action captioned Jodda Moore, et al. v. Independence Blue Cross, LLC d/b/a Independence Blue Cross, No. 2:23-cv-00566-KNS, pending in the United States District Court for the Eastern District of Pennsylvania.

3. This declaration is submitted in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class and Collective Settlement and Provisional Certification of Settlement Class and Collective.

4. I am a named partner at the law firm of Mobilio Wood. I primarily focus my practice on representing plaintiffs in employment litigation matters, including class and/or collective action lawsuits involving violations of federal and state wage and hour laws.

5. I am licensed and in good standing to practice in Pennsylvania and Delaware. I have been admitted to practice *pro hac vice* in New Jersey. I have been practicing civil litigation since being admitted to the Delaware bar in 2008. I have never been sanctioned, disciplined, or otherwise admonished. I have never been denied *pro hac vice* admission in any court and I have never had my *pro hac vice* admission revoked.

6. I have personally been involved in this litigation since its inception. Together with Plaintiffs' co-counsel Cohn Lifland Pearlman Herrmann & Knopf LLP, I have been responsible for drafting all of the pleadings and related documents filed and exchanged during this litigation. I have participated in every hearing, conference with the Court, and telephone call or conference with opposing counsel and parties to this lawsuit. I prepared for and attended a mediation with the Honorable Thomas J. Rueter (Ret.), and when the mediation was successful, I participated in

preparing Plaintiffs' motion for preliminary approval of settlement. I am familiar with all the relevant facts, legal issues, and potential damages at issue in this case.

7. Aside from this matter, I have served as co-counsel in the following wage and hour class and/or collective action matters:

- Skrip, et al. v. Tulpehocken Spring Water, Inc., No. 3:24-cv-00673-JKM (putative class and collective action currently pending before the United States District Court for the Middle District of Pennsylvania)
- Ubry, et al. v. Metz Culinary Management LLC f/k/a Metz Culinary Management, Inc., et al., No. 3:24-cv-00039-KM (putative class and collective action currently pending before the United States District Court for the Middle District of Pennsylvania)
- Walz v. Iceberg Learning West LLC d/b/a Lily Pond Country Day School, et al., No. 2:24-cv-04072-JKS-CLW (putative class and collective action currently pending before the United States District Court for the District of New Jersey)
- Seo, et al. v. Prune World, Inc. d/b/a PRT Tour, et al., No. BER-L-6070-22 (putative class action currently pending before the Superior Court of New Jersey)
- Haldeman v. Constellation ClearSight, LLC f/k/a Exelon ClearSight, LLC, et al., No. 2:22-cv-03367-MRP (settlement following conditional certification of FLSA collective action before the United States District Court for the Eastern District of Pennsylvania)
- Keller, et al. v. Wellspan Health, No.1:21-cv-02025-CCC (settlement following conditional certification of FLSA collective action before the United States District Court for the Middle District of Pennsylvania)
- Quagliariello, et al. v. Leonard DiPasquale, individually and t/d/b/a Leave it to Beavers Gentlemen's Club and/or Tavern in the Glen, et al., No. 3:20-cv-00699-RDM (settlement following conditional certification of FLSA collective action before the United States District Court for the Middle District of Pennsylvania)

8. Prior to the parties' mediation with Judge Rueter, the parties exchanged informal discovery for the purpose of facilitating settlement negotiations. Specifically, Independence produced to Plaintiffs: data reflecting the number of customer service representatives ("CSRs") employed by month during the three-year period preceding the filing of the Complaint; data reflecting regular and overtime hours worked by CSRs during the three year period preceding the

filing of the Complaint; Independence's instructions to CSRs for reporting time; Plaintiffs' pay stubs; Plaintiffs' time records; training documentation on time reporting; Independence's policies on overtime pay and attendance; records reflecting Plaintiffs' interactions with Independence's Business Technology Services employees; Independence's Code of Conduct; information regarding the computer hardware and software used by CSRs; information regarding the schedule for computer updates that could potentially impact computer login time; and, a video which purported to demonstrate that the computer login process for CSRs took less than two (2) minutes. Plaintiffs, through their counsel, recounted their experiences performing pre-shift computer work to Independence.

9. Based on the parties' exchange of informal discovery, Plaintiffs' counsel worked with Defendant's counsel to develop a model for calculating estimated class-wide damages. The parties utilized this damages model at their mediation with Judge Reuter to ultimately reach a settlement wherein Independence will pay \$667,000 to resolve Plaintiffs' claims. Pursuant to the parties' class-wide damages model, the \$667,000 proposed settlement represents payment to the settlement class members and settlement collective members of more than five (5) minutes of uncompensated time per shift (excluding liquidated damages) for the 3-year period predating Plaintiffs' Complaint

10. All of the litigation and settlement activities in this case were handled by attorneys and staff members from Mobilio Wood, and Cohn Lifland Pearlman Herrmann & Knopf LLP. The following chart summarizes the hours expended during this lawsuit by the Mobilio Wood attorneys involved in this case through April 18, 2024:

<b>Attorney</b>	<b>Position</b>	<b>Years of Experience</b>	<b>Hourly Rate</b>	<b>Hours</b>	<b>Total Lodestar</b>
Peter C. Wood, Jr.	Partner	15	\$525 <sup>1</sup>	128.8	<b>\$67,620.00</b>

11. In addition to the hours described above, if the Court preliminarily approves the settlement, I anticipate spending additional time monitoring the implementation of the settlement, seeking final approval of the settlement, and addressing any issues arising in the distribution of the settlement funds to the class and collective, among other things. Specifically, paragraph 66 of the parties' Settlement Agreement provides:

The attorneys' fees and costs awarded by the Court will compensate Class Counsel for all work performed and all costs incurred in or related to the Lawsuit from its inception to its conclusion, including all future work in connection with the implementation of the Agreement, seeking approval of the Agreement by the Court, responding to any objections to and appeals of the Court's orders or judgments, overseeing the administration of the Settlement in conjunction with Defendant's Counsel, and filing all documents necessary to fulfill all terms and conditions of the Agreement, including those that occur after the Effective Date.

12. Mobilio Wood has also incurred unreimbursed costs of \$4,150.75 for court filing fees, legal research, mediation expenses, travel and lodging, and meals while traveling. This expense summary corresponds to line item entries reflected on Mobilio Wood's accounting ledgers associated with this case. I have personally reviewed the ledgers and believe the claimed expenses are reasonable, necessary, and accurate reflections of the expenses and charges incurred.


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<sup>1</sup> Pursuant to the Philadelphia Community Legal Services fee schedule, the suggested hourly rate for attorneys with 11-15 years of experience is \$420-\$525. See <https://clsphila.org/about-community-legal-services/attorney-fees/> (last accessed April 17, 2024). The Philadelphia Community Legal Services fee schedule has been referenced by this Court as a "fair reflection of the prevailing market rates in Philadelphia" in conducting lodestar cross-checks in FLSA collective action settlements. See, e.g., *Brown v. Kadence Int'l.*, 2023 WL 6050215, at \*5 & n. 7 (E.D. Pa. Sept. 15, 2023) (approving a lodestar multiplier of 1.64).

Pursuant to 28 U.S.C. § 1476, I declare under penalty of perjury that the foregoing is true and correct.

Executed by me this 30 day of April 2024.

BY:

  
Peter C. Wood, Jr.