

NOTICE OF SETTLEMENT OF COLLECTIVE AND CLASS ACTION LAWSUIT

Jodda Moore, et al. v. Independence Blue Cross, LLC d/b/a Independence Blue Cross, No. 2:23-cv-00566-KNS (E.D. Pa.)

PLEASE READ THIS NOTICE CAREFULLY

*A court authorized this Notice. It is **not** a solicitation from a lawyer, and you are **not** being sued. However, your rights could be affected by how you respond to this Notice.*

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	You will receive your Settlement Payment at the address Independence Blue Cross, LLC has on file. You will be bound by the settlement and will release claims you may have against the Released Parties, as explained below.
OPT OUT	Get no payment. This is the only option that allows you to be part of any other lawsuit against Independence Blue Cross, LLC regarding payment for performing pre-shift computer login procedures during the time February 13, 2020 through February 13, 2023.
OBJECT	Write a statement about what you object to in the Settlement for the administrator to file with the Court.

You are receiving this Notice of Settlement of FLSA Collective and Class Action Lawsuit (“Notice”) in the above-titled Lawsuit pending against Defendant Independence Blue Cross, LLC (“Defendant” or “Independence”), because Independence’s records show that you worked for Independence at any time from February 13, 2020 through February 13, 2023 (the “Relevant Period”) either in-person or remotely in one or more of the following hourly-paid positions: customer service representatives, senior customer service representatives, lead customer service representatives, and/or team lead operations in Independence’s Customer Service Department, regardless of the members/clients served (collectively, the “Covered Positions”).

You meet the definition for the Settlement Class and Settlement Collective, each of which are defined to include all current and former employees who have worked for Independence either in-person or remotely at any time during the Relevant Period in one or more Covered Positions.

Because Independence’s records reflect that you meet the definition for the Settlement Class and Settlement Collective, **you are entitled to receive money from the Settlement¹ of the Lawsuit as described below.**

1. Why Should You Read This Notice of Settlement?

This Notice of Settlement explains your right: (1) to share in the monetary proceeds of the Settlement; (2) to exclude yourself (“opt out”) from the Settlement; or (3) to object to the Settlement. The United States District Court for the Eastern District of Pennsylvania has

¹ Capitalized terms in this Notice are defined in the Parties’ Settlement Agreement and Release (“Settlement” or “Agreement”) which is available for review at www.mooresettlement.com.

preliminarily approved the Settlement as fair and reasonable. The Court will hold a final approval hearing on **November 7, 2024 at 10:00 a.m.**, before the Honorable Kai N. Scott, at James A. Byrne United States Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106, in Courtroom 13B.

2. What Is the Lawsuit About?

Plaintiffs allege that they and Settlement Collective Members and Settlement Class Members (including you) were not paid properly for all of the time that they spent performing pre-shift computer log-in procedures in violation of federal and state laws.

Independence denies these allegations, and nothing contained in this Notice, or the Agreement itself, will be construed as or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Independence. However, to avoid the risk, burden, expense, and inconvenience of continued litigation, the Parties have concluded that it is in their best interest to resolve and settle the Lawsuit.

3. What Are the Monetary Terms Of the Settlement?

Independence has agreed to pay a maximum of Six Hundred Sixty-Seven Thousand Dollars (\$667,000.00) to settle the Lawsuit (“Maximum Settlement Amount”) on behalf of the entire collective and class.

The Maximum Settlement Amount includes: (1) all payments to be made to Settlement Collective Members and those Settlement Class Members who choose to participate (“Participating Class Members”), along with the employees’ share of payroll taxes for the portion of the payments treated as wages; (2) attorneys’ fees and costs for Class Counsel that are approved by the Court; (3) all Court-approved settlement administration fees and costs; (4) service payments of up to \$5,000 for each of the two named Plaintiffs who filed the Lawsuit, if approved by the Court; and (5) a Reserve Amount of \$20,000 to cover any correctible errors or omissions that are made during the Settlement administration process. Service payments of \$5,000.00 per person will be requested for named Plaintiffs Jodda Moore and Terrell Aiken, both of whom originally retained Class Counsel to file the Lawsuit. These individuals assisted in the investigation of the Lawsuit and in the preparation for and outcome of the negotiations that led to this settlement.

Payments to Settlement Collective Members and Participating Class Members will be made based on a distribution formula, which provides a minimum, pre-tax payment of \$125.00 plus a *pro rata* share of the funds remaining after payment of attorneys’ fees and costs, settlement administration fees and costs, service payments, and the Reserve Amount, calculated as explained below.

4. How Much Can You Expect To Receive, And When Will You Receive It?

If you do not request exclusion (*i.e.*, opt out) of the Settlement, you will receive a settlement check for the gross, pre-tax amount of \$125.00 (the “Minimum Payment”) plus a *pro rata* share of the fund remaining after all other payments described in Question 3 above are made. The *pro rata* share will be determined by multiplying your number of Qualifying Workhours by the Per

Workhour Amount.² Half of your Settlement Payment will be subject to applicable local, state, and federal tax deductions. You may receive an IRS Form 1099 for the other half of your Settlement Payment. You do not need to take any further action in order to receive this settlement check.

Independence's time and HR records will be used to determine your number of Qualifying Workhours and are deemed presumptively correct. "Qualifying Workhours" include all hours during the Relevant Period in which you recorded any amount of actual worktime as an employee in a Covered Position. Paid time off and leaves of absence do not count as worktime.

If you do not request exclusion from the Settlement, the Administrator will mail a settlement check to you within 30 calendar days after the Agreement's Effective Date. You will have 180 calendar days from the date shown on the settlement check to cash or deposit it.

It is your responsibility to keep a current address on file with the Administrator to ensure receipt of your settlement check. If you fail to keep your address current, you may not receive your settlement check.

After 180 days, any uncashed settlement checks will become void, and the funds from them will be held by the Administrator in the Qualified Settlement Fund for another 60 calendar days. The intended payees of those funds will be notified by the Administrator at the addresses on file for the payees where the funds are on deposit, how the funds can still be claimed, and the deadline for doing so.

After expiration of the 60-day period, the amounts on the uncashed checks will be remitted to Philabundance, the charitable organization agreed to by the Parties, subject to Court approval.

5. What Does Signing the Check Opt-In Form Mean?

By timely signing the Check Opt-In Form on the back and cashing or depositing your Settlement Payment check without altering the language of it, you are (a) electing to opt-in and participate in the Settlement; (b) authorizing Class Counsel to file with the Court evidence of your consent to join the Settlement of the Lawsuit as a party plaintiff and, unless excused by the Court, a copy of the Check Opt-In Form; (c) asserting a claim under the federal Fair Labor Standards Act and any applicable state and/or local laws for all wages, including overtime, that allegedly have not been paid for pre-shift computer login procedures; and (d) agreeing to release and not sue for any of the Released Claims as set forth in the Agreement and below.

If you alter the consent to join and release language of the Check Opt-In Form on the back of your settlement check, if you fail to sign your name on the "Endorsed:" line of it, or if you fail to cash the settlement check within the time periods stated above, the settlement check will

² Pursuant to the Agreement, to determine the Per Workhour Amount, the Administrator will deduct from the Net Settlement Amount the total to be paid as Minimum Payments to all Settlement Participants to arrive at a Residual Net Settlement Amount. The Administrator shall divide the Residual Net Settlement Amount by the total sum of Qualifying Workhours for all Settlement Participants to obtain the Per Workhour Amount.

become void, and payment of it will be rejected.

If you consent to join the Settlement of the Lawsuit by endorsing a Check Opt-In Form but the Settlement's Effective Date does not occur for any reason, your consent to join will be deemed to have been withdrawn and will be stricken by the Court and of no effect.

If the Effective Date occurs, you will be bound by the Settlement, and you will release the Released Claims, even if you do not sign or deposit the check, unless you request exclusion from the Settlement.

6. What Claims Are You Releasing By Participating In the Settlement?

By becoming a “Participating Class Member” (which you will be if you do not file a timely and valid Request for Exclusion), you will be agreeing to release claims you may have against the Released Parties.³ The claims you will be releasing are set forth in the Agreement under “Released Claims.” For the actual language of the Released Claims (to which you will be legally bound), you should refer to the Agreement. A summary of the Released Claims is as follows:

Summary of Released Claims

By not opting out of the settlement, you will release and discharge the Released Parties from any and all claims for non-payment of wages arising from your performance of pre-shift computer login procedures from February 13, 2019 through the Effective Date of the Agreement. Also released are all claims for contributions to any 401(k) or other retirement or employee benefit plan based on Settlement Payments made by reason of the Agreement.

7. How Can You Request Exclusion From Or Object To The Settlement?

Requests for Exclusion. If you do not wish to be bound by the Settlement, you must opt out of the Settlement by submitting a written Request for Exclusion postmarked, timestamped, or marked as received by the Administrator, on or before **September 5, 2024**. To be deemed valid, the Request for Exclusion must contain your full name, mailing address, and the last four digits of your Social Security number. It also must contain a clear statement of your desire to opt out of the Settlement, and it must be signed individually by you. No Request for Exclusion may be made on behalf of a group or class. The Request for Exclusion must be sent to the Administrator by mail, email, or facsimile at:

Independence Blue Cross Settlement
c/o RG2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479
Email: IndependenceBlueCrossSettlement@rg2claims.com
Phone: 1-866-742-4955

³ “Released Parties” means Defendant and each of its parents, divisions, subsidiaries, affiliates, sibling entities, investors, predecessors, and successors, and each of their current and former owners, stockholders, directors, officers, members, fiduciaries, insurers, employees, attorneys, representatives, and agents.

Fax: (215) 827-5551

If you submit a timely and valid Request for Exclusion (*i.e.*, opt out of the Settlement), you will not receive a settlement check, will not be bound by the Settlement, and will not have the right to object to or comment on the Settlement or appeal an order granting final approval of the Settlement and/or dismissing the Lawsuit.

Objections. If you have not opted out of the Settlement by submitting a timely and valid Request for Exclusion and wish to object to the Settlement, you must submit a written statement specifically describing your objection, individually sign that statement, and submit it to the Administrator. You may also, if you wish, appear at the Final Approval Hearing to discuss your objection with the Court and the Parties. To be considered valid, your objection must include (1) a statement of your specific reasons for objecting to the Settlement; (2) the factual and legal grounds for your objection(s) along with any evidentiary support for each objection you wish to bring to the Court's attention; (3) your full name and mailing address; (4) the Covered Position(s) that you held; (5) your dates of employment at Independence in Covered Positions; (6) the last four digits of your Social Security number; (7) a statement as to whether you and/or your attorney intend to appear at the Final Approval Hearing; and (8) your signature. To be deemed timely, your objection must bear a postmark of, timestamp of, or be marked as received by the Administrator, on or before **September 5, 2024**.

If your attorney plans to attend the Final Approval Hearing, he or she must file with the Court a notice of appearance contemporaneously with the submission to the Administrator of the objection and serve that notice of appearance, on the same date as it is filed with the Court, on both (i) Class Counsel, as specified below in answer to Question 8, and (ii) Independence's counsel.

In order to file an objection and be heard at the Final Approval Hearing, you must not have opted out of the Settlement. If the Court rejects your objection, you will be bound by the Settlement, including the Released Claims section of the Settlement. If you file an objection, the Parties may seek additional information from you through discovery to understand your objections prior to the Final Approval Hearing.

If you wish to object to the Settlement but fail to file a timely and valid written objection in the manner specified herein by the deadline for doing so, you may be deemed to have waived any objection and may be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

8. Who Are the Attorneys Representing Plaintiffs, the Settlement Collective, and the Settlement Class?

Plaintiffs, Settlement Collective Members, and Settlement Class Members are represented by the following attorneys acting as Class Counsel:

Peter C. Wood, Jr., Esq.
Mobilio Wood
900 Rutter Ave., Box 24
Forty Fort, PA 18704
Phone: 570-234-0442

Alex A. Pisarevsky, Esq.
Cohn Lifland Pearlman Herrmann & Knopf LLP
Park 80 West-Plaza One
250 Pehle Avenue, Suite 401
Saddle Brook, NJ 07663
Phone: 201-845-9600

9. How Will Class Counsel Be Paid?

Class Counsel will be paid from the Maximum Settlement Amount. You do not have to pay Class Counsel. The Agreement provides that Class Counsel will ask the Court to approve payment of attorneys' fees of thirty-three and one-third percent (33 1/3%) of the Maximum Settlement Amount (\$222,333.33) plus out-of-pocket costs not to exceed \$7,065.41. Under the terms of the Agreement, Class Counsel will receive no other fees or costs beyond those approved by the Court. The amount of attorneys' fees and costs to be awarded will be determined by the Court at the Final Approval Hearing. The Administrator's court-approved costs and fees will also be paid from the Maximum Settlement Amount.

10. Where Can You Get More Information?

If you have questions about the Notice of Settlement, or the Settlement, or if you did not receive the Notice of Settlement in the mail but believe that you are or may be a member of the Settlement Collective and/or Settlement Class, you may contact the Administrator (contact information listed herein), for more information or to request that a copy of the Notice of Settlement be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them (contact information listed above). You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

The Notice of Settlement is only a summary. In the event of a conflict or inconsistency between the Agreement and this Notice, the terms of the Agreement will control. *For more detailed information, you may review the Agreement, which contains the complete terms of the Settlement and is available at www.mooresettlement.com.*

PLEASE DO NOT WRITE OR TELEPHONE THE COURT, INDEPENDENCE, OR INDEPENDENCE'S COUNSEL FOR INFORMATION ABOUT THE SETTLEMENT OR THE LAWSUIT.

Dated: _____