

EXHIBIT “1”

Jodda Moore, et al. v. Independence Blue Cross, LLC

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter, “**Settlement**” or “**Agreement**”) is made and entered into in the 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.) (the “**Lawsuit**”), by and between Plaintiffs Jodda Moore and Terrell Aiken (“**Plaintiffs**”), on behalf of themselves, their agents, representatives, assignees, heirs, executors, beneficiaries, and trustees and Defendant Independence Blue Cross, LLC (“**Defendant**” or “**Independence**”), on behalf of itself and the Released Parties (defined below), and is subject to the approval of the Court. Collectively, Plaintiffs and Defendant are referred to in the Agreement as the “**Parties.**”

RECITALS

WHEREAS, on February 13, 2023, Plaintiffs filed a Class and Collective Action Complaint (“**Complaint**”) in the Lawsuit asserting a collective action for alleged violations of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“**FLSA**”), and a class action for alleged violations of the Pennsylvania Minimum Wage Act of 1968, 43 P.S. § 260.1, *et seq.* (“**PMWA**”), and the Pennsylvania common law of unjust enrichment with respect to time spent performing pre-shift computer log-in procedures;

WHEREAS, Plaintiffs assert that their claims alleged in the Lawsuit are meritorious, and Defendant denies that it has committed any wrongdoing or violated any federal or state laws pertaining to payment of wages or hours worked, vigorously disputes the claims asserted in the Lawsuit, and asserts that it has strong defenses to the claims in the Lawsuit on which it would prevail if the Lawsuit continued to be litigated;

WHEREAS, in order to avoid the expense and burden of litigation, the Parties desire to resolve any and all causes of action, claims, or demands based on purported violations of the FLSA, PMWA, and Pennsylvania common law, and any other state or local law (statutory, regulatory, and common law), including but not limited to the Pennsylvania Wage Payment and Collection Law, 43 P.S. § 260.1 *et seq.*, pertaining to payment of wages and hours for pre-shift computer log-in procedures;

WHEREAS, on June 16, 2023, the Parties exchanged initial disclosures, pursuant to Rule 26;

WHEREAS, on June 29, 2023, the Parties attended a Rule 16 conference with the Court, and jointly requested that all proceedings be stayed to permit the Parties to focus on a potential early resolution of the Lawsuit;

WHEREAS, the Parties also agreed to an exchange of documents, information, and data to inform their settlement discussions preceding a mediation;

WHEREAS, on August 16, 2023, the Parties entered into a tolling agreement that tolled the statute of limitations on all claims asserted in the Complaint, including the claims of putative

FLSA collective members, beginning on June 29, 2023.

WHEREAS, the Parties engaged in extensive arm's-length, comprehensive settlement negotiations, including participating in a mediation with the Honorable Thomas J. Rueter (Ret.) on November 16, 2023;

WHEREAS, the Parties' arms-length negotiations and participation in the November 16, 2023 mediation eventually resulted in this definitive Agreement, which is subject to the Court's approval;

WHEREAS, contemporaneously with Plaintiffs' motion for preliminary approval of this Agreement and for settlement purposes only, Plaintiffs will seek certification of the Settlement Collective and Settlement Class defined in the Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the terms and conditions set forth herein, the Parties agree, subject to the Court's approval, as follows:

DEFINITIONS

As used in the Agreement, the below terms have the following meanings. The below is not a complete list of all defined terms; additional defined terms appear in the Agreement's foregoing and subsequent paragraphs.

1. **"Administrator"** means RG/2 Claims Administration LLC, the Settlement Administrator agreed upon by the Parties and appointed by the Court in its Preliminary Approval Order, who shall be responsible for providing notice and administering the Settlement.

2. **"Check Opt-In Form"** means the language as specified in the Agreement that will appear on the back of every Settlement Payment check issued to a Settlement Collective Member.

3. **"Class Counsel"** means, collectively, Mobilio Wood, and Cohn Lifland Pearlman Herrmann & Knopf LLP.

4. **"Contingencies"** are defined in Paragraph 115.

5. **"Court"** means the United States District Court for the Eastern District of Pennsylvania that is presiding over the Lawsuit.

6. **"Covered Positions"** means the following non-exempt positions: customer service representatives, senior customer service representatives, lead customer service representatives, and/or team lead operations employed in Independence's Customer Service Department regardless of the members/clients they serve (e.g., commercial, Medicare, etc.)

7. **"Defendant's Counsel"** means Tucker Law Group, LLC.

8. **"Effective Date"** means thirty-five (35) calendar days after the last of the following occurs: (a) if it is not appealed, the Court's Final Approval Order and judgment approving the Agreement is entered on the docket in the Lawsuit by the Court, (b) the Lawsuit is

dismissed with prejudice and with all rights of appeal waived, or (c) any appeal of the Court's Final Approval Order and judgment is fully and finally resolved by affirming final approval of the Agreement in its entirety with no further right of appeal or review.

9. **"Excluded Individuals"** are defined in Paragraph 54.

10. **"Exclusion Deadline"** means the later of forty-five (45) calendar days after the date the applicable Notice of Settlement is mailed by the Administrator, or thirty (30) calendar days after the date of re-mailing in the event that the initial mailing is returned as undeliverable for a particular Settlement Collective Member or Settlement Class Member.

11. **"Final Approval Hearing"** means the hearing held by the Court to consider the fairness, reasonableness, and adequacy of the Agreement, Class Counsel's motion for attorneys' fees and costs and service payments for Plaintiffs, and whether to enter a Final Approval Order.

12. **"Final Approval Order"** means an order issued by the Court that grants final approval of the Settlement without change to any Material Term, grants final certification of the Settlement Collective and Settlement Class for settlement purposes only, authorizes payments to Settlement Participants, the Administrator, and Class Counsel, and fully and finally dismisses the Lawsuit with prejudice.

13. **"Final Approval Papers"** are defined in Paragraph 110.

14. **"Initial Check Cashing Period"** is defined in Paragraph 103.

15. **"Mailing Packet"** means the Notice of Settlement that is sent to a Settlement Collective Member or Settlement Class Member. The Notice of Settlement is attached as Exhibit "A."

16. **"Material Term"** is defined in Paragraph 116.

17. **"Maximum Settlement Amount"** is defined in Paragraph 53.

18. **"Minimum Payment"** is defined in Paragraph 58.

19. **"Net Settlement Amount"** is defined in Paragraph 55.

20. **"Notice of Settlement"** means the form of Notice of Settlement of FLSA Collective and Class Action Lawsuit to be sent to Settlement Class Members and Settlement Collective Members, which is attached hereto as Exhibit "A."

21. **"Objection Deadline"** means the later of forty-five (45) calendar days after the date the applicable Notice of Settlement is mailed by the Administrator, or thirty (30) calendar days after the date of re-mailing in the event that the initial mailing is returned as undeliverable for a particular Settlement Collective Member or Settlement Class Member.

22. **"Participating Class Members"** means all members of the Settlement Class, except those who opt out of the Settlement by submitting a timely and valid Request for Exclusion

to the Administrator pursuant to the process described herein. Participating Class Members will be bound by the Agreement and will release all Released Claims, irrespective of whether they cash a Settlement Payment or service payment.

23. “**Per Workhour Amount**” is defined in Paragraph 60.

24. “**Plaintiffs**” means Plaintiffs Jodda Moore and Terrell Aiken.

25. “**Preliminary Approval Date**” means the date of the Court’s Preliminary Approval Order.

26. “**Preliminary Approval Order**” means the Court’s order granting preliminary approval of the Settlement, without change to any Material Term, and authorizing the distribution of the Mailing Packets.

27. “**Preliminary Approval Papers**” are defined in Paragraph 107.

28. “**Qualified Settlement Fund**” or “**QSF**” means a non-interest-bearing account meeting the requirements of 26 C.F.R. § 1.468B-1 that will be held by the Administrator at a bank selected by the Administrator as capable of working effectively with the Administrator to effectuate the Reverse Positive Pay Process. The money deposited into the QSF will be used to effectuate the terms of the Agreement and the orders of the Court in the Lawsuit and for no other purposes.

29. “**Qualifying Workhours**” are defined in Paragraph 59.

30. “**Released Claims**” are defined in Paragraph 71.

31. “**Released Parties**” means Defendant and each of its parents, divisions, subsidiaries, affiliates, joint ventures, 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.

32. “**Request for Exclusion**” means the written statement, as specified in Paragraph 82 of the Agreement, through which a Settlement Class Member may request exclusion (“opt out”) from the Settlement Class.

33. “**Reserve Amount**” is defined in Paragraph 54.

34. “**Residual Net Settlement Amount**” is defined in Paragraph 56.

35. “**Reverse Positive Pay Process**” means the process by which the Administrator will review each Settlement Payment check that contains the Check Opt-In Form on its back to both (a) confirm that the Check Opt-In Form has not been altered, that the check has been signed, and that the check has not been cashed or otherwise negotiated previously; and (b) direct the bank holding the QSF to reject payment of any check reviewed that shows alterations to the Check Opt-In Form language, that is not signed, or that previously has been cashed or otherwise

negotiated.

36. “**Second Check Cashing Period**” is defined in Paragraph 104.

37. “**Settlement Class**” means all current and former employees who have worked for Independence either in-person or remotely at any time from February 13, 2020 through February 13, 2023 (the “**Relevant Period**”) in one or more Covered Positions.

38. “**Settlement Class Member**” means an individual member of the Settlement Class.

39. “**Settlement Collective**” means 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.

40. “**Settlement Class and Collective List**” is defined in Paragraph 72.

41. “**Settlement Collective Member**” means an individual member of the Settlement Collective who is also a Participating Class Member.

42. “**Settlement Participants**” refers collectively to Plaintiffs, Settlement Collective Members, and Participating Class Members.

43. “**Settlement Payment**” means the amount that any Settlement Participant receives. It also includes any payment that an Excluded Individual receives as a result of a successful dispute pursuant to the dispute process set forth in the Agreement.

44. “**Settlement Website**” means the website regarding this Settlement that will be established by the Administrator within ten (10) business days after the Preliminary Approval Date. The domain name of the Settlement Website will be approved by the Parties. The Settlement Website will include .pdf copies of the Agreement (along with the Notice of Settlement), the Preliminary Approval Order, the Final Approval Order (once entered), the Complaint, and any other case documents and/or information relevant to the Settlement to the extent such additional documents and/or information are agreed upon by the Parties in advance of posting on the Settlement Website. The Settlement Website will be owned and operated by the Administrator, and only the Administrator may add postings to the Settlement Website.

45. “**Skip Tracing**” means the process by which the Administrator will work with a credit reporting agency (such as TransUnion, Experian, or Equifax) and, if the Administrator deems it necessary, with other publicly available databases and sources, to conduct automated batch processing of the mailing addresses for individuals whose Mailing Packet is returned to the Administrator as undeliverable.

46. As used in the Agreement, the plural form of any definition above or elsewhere includes the singular, and the singular form of any definition includes the plural.

NO ADMISSION OF LIABILITY

47. Independence denies that it violated the law in any manner, specifically denies that it violated any statutory, regulatory, or common law alleged or that could have been alleged in the Lawsuit, and asserts that it has strong and meritorious defenses to all claims that were brought or could have been brought in the Lawsuit. The Parties have entered into the Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and uncertainties.

48. The Parties agree that nothing contained in the Agreement, including the consummation of the Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of the Released Parties. The Agreement is a settlement document and will, pursuant to Federal Rule of Evidence 408, be inadmissible in evidence in any lawsuit or proceeding for any purpose, except an action or proceeding to approve, interpret, or enforce the Agreement.

EFFECT OF STIPULATIONS

49. Pursuant to the Agreement and for settlement purposes only, the Parties provisionally stipulate to the certification of the Settlement Collective under 29 U.S.C. § 216(b) and the certification of the Settlement Class under Fed. R. Civ. P. 23(a) and (b)(3).

50. The Parties' stipulation to the certification of the Settlement Collective and Settlement Class is for settlement purposes only and does not constitute in the Lawsuit or any other proceeding an admission of any kind by Independence, including, without limitation, that certification of a collective or class for purposes of litigation would be appropriate or proper or that Plaintiffs could establish any of the requisite elements for collective or class certification of any of the claims settled herein.

51. Independence does not waive and expressly reserves its right to challenge the propriety of collective and class certification for any purpose should the Effective Date not occur for any reason, in which case Independence's willingness provisionally to stipulate to certification as part of the Agreement will have no bearing on, and will not be admissible in connection with, any issue in the Lawsuit or in any other or subsequent lawsuit or proceeding. Plaintiffs and Class Counsel agree not to offer or make reference to this provisional stipulation to collective or class certification for settlement purposes only in any subsequent proceeding in the Lawsuit (except for purposes of having the Agreement approved and enforced by the Court) or in any other lawsuit or proceeding. The Parties agree to request that, except as necessary to approve and effectuate the Settlement, the Preliminary Approval Order should stay all further proceedings in the Lawsuit.

52. If the Effective Date does not occur for any reason, no opt-in forms (whether through Check Opt-In Forms, or otherwise) related to the Settlement will be filed, the Parties will be returned to the positions they held on June 29, 2023, the commencement of the tolling period of the statute of limitations for the claims asserted in the Complaint. Independence's prior willingness to allow the submission of Check Opt-In Forms will have no bearing on, and will not be admissible in, the Lawsuit or any subsequent proceeding.

SETTLEMENT AMOUNT

53. In consideration for the terms and conditions of the Agreement, including the Release set forth in Paragraph 71 below, Independence agrees to deposit into the QSF the amount of Six Hundred Sixty-Seven Thousand Dollars (\$667,000.00), which amount is referred to herein as the “**Maximum Settlement Amount.**” The Maximum Settlement Amount is inclusive of all Class Counsel’s fees and costs incurred in the Lawsuit and its settlement; all settlement administration fees and expenses; all Settlement Participants’ back wages and interest on back wages; liquidated, punitive, and multiple damages; service payments; and all Settlement Participants’ share of payroll taxes on their Settlement Payments and service payments. Other than the employer’s share of payroll taxes on the service payments, if any, and on the portion of the Settlement Payments that are treated as wages, Defendant shall not be responsible for: (a) any taxes imposed by law or a taxing authority on any Settlement Participant or Class Counsel, (b) any penalties that may later be assessed by a taxing authority on any Settlement Participant or Class Counsel, or (c) any other sums in excess of the Maximum Settlement Amount.

54. The Administrator shall set aside and not pay out of the QSF Twenty-Thousand Dollars (\$20,000.00) of the Maximum Settlement Amount (the “**Reserve Amount**”) to cover any correctible errors or omissions in determining the settlement amounts to be paid to: (1) Settlement Participants or to individuals who were not, but later correctly assert that they should have been, included in the Settlement Collective or Settlement Class (“**Excluded Individuals**”); or (2) Settlement Participants or Excluded Individuals who dispute their number of Qualifying Workhours.

55. The Maximum Settlement Amount less all of the following will be the “**Net Settlement Amount**”: (a) all fees and costs of the Administrator for settlement administration as finally approved by the Court; (b) Class Counsel’s fees and costs as finally approved by the Court; (c) service payments; and (d) the Reserve Amount. The Settlement Payments to Settlement Participants will be paid out of the Net Settlement Amount.

56. The “**Residual Net Settlement Amount**” will be the Net Settlement Amount minus the total sum of Minimum Payments to all Settlement Participants.

57. Except as set forth in Paragraph 53 above with respect to employer-side payroll taxes, Independence shall have no obligation to pay or provide any further consideration to any Plaintiff, Settlement Collective Member, or Settlement Class Member by reason of the Agreement or because of the foregoing payments, including but not limited to contributions to any 401(k) or other retirement or employee benefit plan, vacation or sick pay, or similar benefits based on or as a result of the Agreement. Any payments made pursuant to the Agreement will not trigger any obligation of Independence to make any withholding for 401(k) contributions or to make any contributions to any 401(k) or similar plan.

SETTLEMENT FORMULA AND ALLOCATION

58. Subject to the conditions of the Agreement, the Administrator shall issue a Settlement Payment to each Settlement Participant from the Net Settlement Amount in the QSF for a gross, pre-tax amount that is calculated as follows:

(a) the flat sum of One Hundred Twenty-Five Dollars (\$125.00) (the “**Minimum Payment**”), plus

(b) the Settlement Participant’s *pro rata* share of the Residual Net Settlement Amount, which will be determined by multiplying the Settlement Participant’s number of Qualifying Workhours by the Per Workhour Amount.

59. The Administrator will determine the “**Qualifying Workhours**” for each Settlement Participant by counting all full and partial Workhours during the Relevant Period in which any amount of actual worktime is reflected in Independence’s time system of record for the Settlement Participant as an employee in a Covered Position. Paid time off and leaves of absence do not count as worktime. The number of Qualifying Workhours will be determined by reference to Independence’s time records and Human Resources records.

60. The Administrator will determine the “**Per Workhour Amount**” by dividing the Residual Net Settlement Amount by the sum of the total number of Qualifying Workhours for all Settlement Participants.

61. Any individual who has zero Qualifying Workhours as an employee during the Relevant Period in a Covered Position shall not receive a Settlement Payment because such an individual does not meet one of the requirements for membership in the Settlement Collective or Settlement Class, which is work for Independence during the Relevant Period. Thus, any individual who has zero Qualifying Workhours as an employee in a Covered Position during the Relevant Period is not a member of the Settlement Class, is not a member of the Settlement Collective, will not receive a Notice of Settlement or a Settlement Payment, and will likewise not be bound to this Agreement or any judgments and rulings in the Lawsuit.

TAX TREATMENT OF SETTLEMENT PAYMENTS

62. One-half (1/2) of each Settlement Payment will be considered wages subject to the withholding of all applicable local, state, and federal taxes. The Administrator shall make the required withholdings and shall issue an IRS Form W-2 to each recipient of a Settlement Payment for this wage portion of the Settlement Payment. The Administrator shall also provide Independence documentation reflecting the amount of employer-side payroll taxes it owes, if any. Upon Independence’s payment to the QSF of the employer-side taxes, the Administrator shall make the employer-side tax payments to the applicable authorities.

63. The other one-half (1/2) of each Settlement Payment will be considered non-wages for the settlement of interest claims, liquidated and/or multiple damages, and any statutory or civil penalties available under any applicable local, state, and federal laws. The Administrator shall issue an IRS Form 1099 to Settlement Participants for this non-wage portion of the Settlement Payment if necessary in accordance with IRS requirements.

64. Any Court-approved service payments will be considered non-wages. The Administrator shall issue an IRS Form 1099 to the service payment recipients if necessary in accordance with IRS requirements.

65. Each Settlement Participant is solely responsible for correctly characterizing his or her Settlement Payment for tax purposes and paying any taxes due. Independence shall have no liability to any tax authorities for the tax treatment of the Settlement Payments or service payments as set forth in the Agreement.

CLASS COUNSEL'S FEES AND COSTS AND PLAINTIFFS' SERVICE PAYMENTS

66. Class Counsel shall seek court approval of their attorneys' fees and costs, and Independence reserves the right to review, and propose comments on, any motion filed by Class Counsel or Plaintiffs requesting approval of Class Counsel's fees and costs. Subject to the approval of the Court, Class Counsel shall request: (a) attorneys' fees in an amount not to exceed Two Hundred Twenty-Two Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$222,333.33); plus (b) reimbursement of their out-of-pocket costs in an amount not to exceed Seven Thousand Sixty-Five Dollars and Forty-One Cents (\$7,065.41). 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. The Court-approved attorneys' fees and costs will be paid out of the Maximum Settlement Amount. Independence is not responsible for any attorneys' fees and costs of Class Counsel beyond that amount approved by the Court to be paid out of the Maximum Settlement Amount.

67. Further, Class Counsel shall seek court approval of service payments for Plaintiffs, and Independence reserves the right to review, and propose comments on, any motion filed by Class Counsel or Plaintiffs requesting approval of the service payments. Subject to the approval of the Court, Class Counsel shall request: (a) a service payment in an amount not to exceed Five Thousand Dollars (\$5,000.00) for Plaintiff Jodda Moore; and (b) a service payment in an amount not to exceed Five Thousand Dollars (\$5,000.00) for Plaintiff Terrell Aiken. The service payments awarded by the Court will compensate Plaintiffs for their service to the class through their assistance to Class Counsel in bringing the case, and investigating and prosecuting the claims. The Court-approved service payments will be paid out of the Maximum Settlement Amount. Independence is not responsible for any service payments to Plaintiffs beyond those amounts approved by the Court to be paid out of the Maximum Settlement Amount.

68. A condition precedent to the Administrator's payment to Class Counsel of the court-approved attorneys' fees and costs will be the Administrator's receipt of a completed and executed IRS Form W-9 from Class Counsel. The Administrator shall report the amount paid on an IRS Form 1099 issued to Class Counsel.

SETTLEMENT PAYMENT SCHEDULE

69. Independence shall wire the Maximum Settlement Amount to the QSF within ten (10) business days following the Effective Date.

70. The Administrator shall make all payments to Settlement Participants, including the Court-approved service payments to Plaintiffs, and the Court-approved payment to Class Counsel as described in the preceding paragraphs no later than thirty (30) days after the Effective Date.

RELEASED CLAIMS

71. In further consideration of the promises made in the Agreement, and upon the Effective Date and the payment by Independence of the Maximum Settlement Amount into the QSF, all Settlement Participants hereby forever fully and finally release and discharge the Released Parties from any and all claims, charges, complaints, actions, causes of action, lawsuits, grievances, controversies, disputes, demands, agreements, contracts, covenants, promises, liabilities, judgments, obligations, debts, damages (including, but not limited to, actual, compensatory, punitive, and liquidated damages), attorneys' fees, costs, and/or any other liabilities of any kind, nature, description or character whatsoever that were or could have been asserted in the Lawsuit with respect to alleged unpaid wages for their performance of pre-shift computer log-in procedures from February 13, 2019 through the Effective Date of the Agreement, whether known or unknown, suspected or concealed, and whether presently asserted or otherwise, including without limitation any claims under the FLSA, PMWA, WPCL, Pennsylvania common law of unjust enrichment, and any other applicable state, county, or local laws, statutes, regulations, ordinances, wage orders, public policies, or common laws. This release is intended to cover all claims for wages or other compensation alleged to be due for tasks performed by Settlement Participants in completing pre-shift computer log-in procedures. Though all legal claims for such work are intended to be released, whether under federal, state, local, or common law, the release is intended only to release claims upon which the factual predicate giving rise to such relief is alleged non-payment for performance of pre-shift computer log-in procedures. Also released are all claims for contributions from the payments made under this Agreement to any 401(k) or other retirement or employee benefit plan based on Settlement Payments or service payments made by reason of the Agreement (collectively, the "**Released Claims**").

ADMINISTRATION OF THE SETTLEMENT

72. Within twenty-one (21) calendar days after the Preliminary Approval Date, Independence, through Defendant's Counsel, shall provide to the Administrator a list, in electronic format, of potential Settlement Collective Members and potential Settlement Class Members (the "**Settlement Class and Collective List**"). The Settlement Class and Collective List will include for each person the following information: (a) name; (b) employee ID assigned by Independence for purposes of time and HR records; (c) last known mailing address; (d) dates of employment in each Covered Position during the Relevant Period; (e) the number of Qualifying Workhours based on Independence's time records, which may be less than the number of hours covered by the overall dates of employment in Covered Positions because of hours of paid time off and leaves of absence in which no worktime was recorded and which, for some individuals, could be zero Qualifying Workhours; and (f) Social Security number. Defendant's Counsel shall provide to Class Counsel a redacted version of the Settlement Class and Collective List, which does not include items (c) or (f), provided that Class Counsel agrees to and the Court approves the Parties' proposed Stipulated Confidentiality Order. The Parties' Stipulated Confidentiality Order will, among other provisions, require, restrict, and prohibit all of the following: (a) prohibit

Class Counsel from contacting any potential Settlement Collective Members or potential Settlement Class Members for any reason other than providing legal advice about Settlement of the Lawsuit, given that they all should be notified of the Settlement through the Court-approved notice process by the Administrator, if the Administrator determines they have more than zero Qualifying Workhours; (b) restrict Class Counsel's use of the Settlement Class and Collective List to representation for purposes of the Settlement of the Lawsuit; (c) prohibit Class Counsel from disclosing the Settlement Class and Collective List to anyone for any purpose; and (d) allow Class Counsel to retain the Settlement Class and Collective List solely for the purpose of identifying the Settlement Class Members and Settlement Collective Members who became clients of Class Counsel for the purpose of the Settlement of the Lawsuit. Defendant's Counsel will provide the redacted versions of the Settlement Class and Collective List to Class Counsel on the same day that the Settlement Class and Collective List are provided to the Administrator if the Parties' Stipulated Confidentiality Order has been entered by the Court before that date. If the Court has not entered the Parties' Stipulated Confidentiality Order before Defendant's deadline for providing the Settlement Class and Collective List to the Administrator, Defendant's Counsel will provide the redacted versions of the Settlement Class and Collective List to Class Counsel no later than seven (7) calendar days after the Court enters the Parties' Stipulated Confidentiality Order. The Settlement Class and Collective List and all information in it will be strictly confidential except as described above. The Administrator shall provide Defendant's Counsel with a secure and encrypted manner for transmitting the information confidentially and shall not provide its version of the Settlement Class and Collective List to Class Counsel, given the Parties' agreement to Defendant separately providing to Class Counsel the above-described redacted versions of the Settlement Class and Collective List once the aforementioned conditions for doing so have been met.

73. The Administrator's duties will include the following tasks, as well as all other tasks assigned to the Administrator in the Agreement or by the Court and consistent with usual practices:

(a) Excluding from the list to receive a Mailing Packet those individuals on the Settlement Class and Collective List with zero Qualifying Workhours;

(b) Running the entire Settlement Class and Collective List through the U.S. Post Office's National Change of Address database to ascertain any updated mailing addresses prior to the initial mailing of the Mailing Packets;

(c) Conducting Skip Tracing on any Mailing Packets that are part of the initial mailing and are returned as undeliverable, and re-mailing them to any new addresses discovered within five (5) business days;

(d) Preparing, printing, and mailing the Mailing Packets to Settlement Collective Members and Settlement Class Members within sixty (60) days after the Preliminary Approval Date;

(e) Receiving, cataloging, and preserving completed Requests for Exclusion, and objections to the Settlement;

(f) Establishing and staffing a toll free telephone number that will permit Settlement Collective Members and Settlement Class Members to request and obtain a copy of the Agreement and the appropriate Notice of Settlement;

(g) Establishing and maintaining the Settlement Website;

(h) Handling and resolving (and involving counsel for the Parties as necessary in resolving) disputes made by any Excluded Individuals regarding their alleged right to be included in the Settlement Collective and/or Settlement Class;

(i) Providing counsel for the Parties with weekly status reports containing the number of Mailing Packets mailed; the number of Mailing Packets returned as undeliverable and re-mailed; the number of disputes asserted by Excluded Individuals; the number of timely and valid Check Opt-In Forms, Requests for Exclusion, and objections to the Settlement received; and the number of untimely and invalid Check Opt-In Forms, Requests for Exclusion, and objections to the Settlement received;

(j) Providing counsel for the Parties with copies of all objections received, and redacted copies of any Requests for Exclusion received, on a weekly basis;

(k) Providing counsel for the Parties, in advance of the Final Approval Hearing, an accounting of the anticipated Settlement Payments to be made and the Per Workweek Amount to be used in calculating the Settlement Payments to be made;

(l) Establishing the QSF pursuant to the Preliminary Approval Order before Independence provides any monies to the Administrator pursuant to the Agreement;

(m) After the Final Approval Order, calculating the Settlement Payments to be made to Plaintiffs and each Settlement Collective Member and Participating Class Member;

(n) Mailing all Settlement Payments and Court-approved service payments and reminders as provided for in the Agreement and approved by the Court;

(o) Performing the Reverse Positive Pay Process on all settlement checks with Check Opt-In Form language quickly enough to ensure that any directives by the Administrator to the bank to stop payment on a check are honored and effective in denying Settlement Payments when necessary;

(p) Receiving, cataloging, and preserving completed Check Opt-In Forms;

(q) Notifying any Settlement Collective Member whose Settlement Payment check was rejected for payment under the Reverse Positive Pay Process of the reason for rejection and the manner and time period for reissuance and proper negotiation of a new Settlement Payment check;

(r) Providing counsel for the Parties with electronic copies of the Check Opt-In Forms as executed by Settlement Participants within fourteen (14) calendar days after receipt of each executed Check Opt-In Form;

(s) Administering and otherwise operating the QSF, including remitting all amounts to be paid from the QSF as set forth in the Agreement, preparing and filing federal, state, and local tax returns with applicable government taxing authorities, and issuing the tax reports and tax forms required under the Agreement or by law to Settlement Participants (along with the Exhibit “E” cover communication), to Class Counsel, to the charitable organization chosen by the Parties (*cy pres*), if applicable, and to Independence, if applicable;

(t) Issuing any stop payments on Settlement Payment checks lost by a recipient and reissuing such Settlement Payment checks if re-issuance is requested within the deadline for doing so as set forth in the Agreement;

(u) Pursuing tax refunds on any uncashed Settlement Payment checks and remitting such refunds to the QSF;

(v) Providing counsel for the Parties with declarations under oath required by the Agreement or requested by Class Counsel (with advance notice to or copying of Defendant’s Counsel) or by Defendant’s Counsel (with advance notice to or copying of Class Counsel) at any time regarding any issue relating to the administration of the Settlement;

(w) Providing counsel for the Parties with a declaration that will be filed with the motion for preliminary approval of the Settlement that provides a detailed estimate for performing all tasks and duties described in the Agreement;

(x) Providing counsel for the Parties with a declaration that will be filed with the motion for final approval of the settlement that sets forth a “not to exceed” cost for performing all tasks and duties described in the Agreement, along with the reason for any change from the estimate previously provided in the preliminary approval motion; and

(y) Otherwise administering the Settlement pursuant to the Agreement and any Court-required or approved modifications, and consistent with usual practices.

74. No later than ten (10) calendar days after Class Counsel files with the Court the motion for preliminary approval of the Settlement, the Administrator shall serve notices of the Settlement upon an “appropriate Federal official” and “appropriate State officials” as required by 28 U.S.C. § 1715. The Administrator, with Independence’s assistance to the extent the Administrator so requests, shall prepare these notices, which will include as exhibits the preliminary approval motion with all exhibits, the Agreement with all of its exhibits, the Complaint (and any amended Complaints), notice of scheduled judicial hearings (if any are known), and any other information required by 28 U.S.C. § 1715(b) that is known at the time that the notices are mailed.

75. All fees and costs of the Administrator will be paid out of the QSF from the Maximum Settlement Amount. In no event will the Parties or counsel for the Parties be responsible for any additional fees and costs of the Administrator. Any disputes that cannot be resolved by the Parties relating to the Administrator’s ability and need to perform its duties or the fees and costs for its performance of the duties will be referred to the Court, which will have

continuing jurisdiction over the implementation of the Agreement. The Administrator shall submit to the jurisdiction of the Court in connection with its appointment as Administrator.

MAILING PACKETS

76. Within thirty (30) calendar days after receiving the Settlement Class and Collective List, the Administrator shall send the Mailing Packets by first class mail to each individual on those lists who has more than zero Qualifying Workhours.

77. If a Mailing Packet has not been returned to the Administrator as undeliverable within thirty (30) calendar days following the mailing, it will be presumed to have been received by the intended recipient.

78. If a Mailing Packet is returned, re-mailed after a Skip Trace is performed, and the re-mailing is returned again to the Administrator, the Mailing Packet will be deemed undeliverable, and neither the Administrator nor Independence shall have any further obligation to attempt to deliver the Mailing Packet.

79. The Notice of Settlement will explain that, unless a Settlement Collective Member or Settlement Class Member submits a timely and valid Request for Exclusion, the Settlement Collective Member or Settlement Class Member: (a) will be deemed to be a Settlement Participant; (b) will be authorizing Class Counsel to file with the Court evidence of his or her membership in the Settlement Collective and/or Settlement Class; (c) will be asserting a claim under the FLSA and any applicable state and/or local laws for all wages, including overtime, that allegedly have not been paid for pre-shift computer log-in procedures; and (d) will be releasing and agreeing not to sue for any of the Released Claims. The Notice of Settlement also will explain that the settlement will be of no effect in the event that the Effective Date does not occur for any reason.

80. Plaintiffs agree that they will not revoke their consents to join the Lawsuit, which they filed pursuant to 29 U.S.C. § 216(b).

REQUESTS FOR EXCLUSION

81. Pursuant to Fed. R. Civ. P. 23(c)(2)(B)(v), the Notice of Settlement that is sent to Settlement Class Members will explain that a Settlement Class Member may submit a Request for Exclusion from (i.e., “opt out” of) the Settlement, in which case he or she cannot object to the Settlement, cannot be a Settlement Participant, and is not eligible for a Settlement Payment.

82. To be deemed timely, a Request for Exclusion must be returned to the Administrator and must bear a postmark of, timestamp of, or be marked as received by the Administrator, on or before the Exclusion Deadline. To be deemed valid, a Request for Exclusion must be timely and contain all of the following: (a) a clear statement of the Settlement Class Member’s desire to be excluded from the Settlement Class; (b) the Settlement Class Member’s printed full name, mailing address, and the last four digits of his or her Social Security number; and (c) the actual written signature of the Settlement Class Member seeking to exclude himself or herself. Requests for Exclusion cannot be made on behalf of a group or class. Plaintiffs agree

to waive their right to opt out of the Settlement Class.

83. Any personal identifiers (such as the Social Security number) and any contact information must be redacted prior to filing any timely and valid Requests for Exclusion on the public docket. The Administrator shall provide redacted copies of each Request for Exclusion received to counsel for the Parties on a weekly basis. The Administrator may share with Class Counsel the redacted contact information for one or more Requests for Exclusion only upon agreement of the Parties.

84. Any Settlement Class Member who does not submit a timely and valid Request for Exclusion to the Administrator shall be bound by the terms of the Agreement and its Released Claims as approved by the Court, even if he or she files an objection to the Settlement.

85. No Settlement Class Member shall be permitted to pursue a Released Claim on the grounds that a Request for Exclusion was submitted timely but lost, destroyed, misplaced, or otherwise not received by the Administrator, unless the Settlement Class Member (a) has adequate proof that the Request for Exclusion was mailed timely by certified mail return receipt requested, or has equivalent proof of timely delivery, and (b) shows that the Request for Exclusion met the requirements to be deemed valid as set forth in the preceding paragraphs.

OBJECTIONS

86. All Settlement Participants may submit a timely and valid written objection to the Settlement.

87. To be deemed timely, a Settlement Participant who wishes to object to the Settlement must submit a written objection to the Administrator which must bear a postmark of, timestamp of, or be marked as received by the Administrator, on or before the Objection Deadline. The Administrator shall provide copies of any objection to counsel for the Parties on a weekly basis. To be deemed valid, the written objection must be timely and contain all of the following: (a) a statement of each objection, the specific reasons for it, and any evidentiary and factual support for each objection that the Settlement Participant wishes to bring to the Court's attention; (b) a statement as to whether the Settlement Participant or his or her attorney (other than Class Counsel) intends to appear at the Final Approval Hearing; (c) the Settlement Participant's printed full name, mailing address, Covered Position(s) held, dates of employment at Independence in Covered Positions, and the last four digits of his or her Social Security number, and (d) the actual written signature of the Settlement Participant making the objection.

88. All attorneys who are involved in any way in asserting objections on behalf of a Settlement Participant must file a notice of appearance with the Court contemporaneously with the submission to the Administrator of the objection.

89. Class Counsel, Defendant's Counsel, or both may seek Court approval to take discovery from any objector prior to the Final Approval Hearing to better understand the basis for the objection.

90. If the Court rejects the Settlement Participant's objection, the Settlement

Participant shall still be bound by the terms of the Agreement, including the Released Claims.

OPTING INTO THE SETTLEMENT

91. Settlement Participants will each be mailed a check, which will include on the back of the check, the following printed Check Opt-In Form language:

VOID IF ALTERED OR NOT CASHED BEFORE [DATE]
POSITIVE I.D. IS REQUIRED
SIGNED ENDORSEMENT BY NAMED PAYEE IS REQUIRED

I dispute that I have received all wages I am owed and thus consent to join the 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.). By signing below, I authorize Class Counsel, on my behalf, to file evidence of my consent with the Court, and I agree to release and not to sue for the Released Claims defined in the Notice of Settlement I received.

Endorsed: _____
[PAYEE'S NAME PRINTED BY ADMINISTRATOR]

92. The Check Opt-In Form language will appear on the backs of the checks of Settlement Collective Members. Plaintiffs and Participating Class Members are releasing all Released Claims, including those under the FLSA, by virtue of their status as a Plaintiff and/or Participating Class Member, irrespective of whether they cash their Settlement Payment or service payment check.

93. Any Settlement Collective Member who does not alter the above language of the Check Opt-In Form and cashes or otherwise negotiates it shall be deemed an opt-in party plaintiff under Section 16(b) of the FLSA for purposes of the Settlement only.

94. The Notice of Settlement will explain that, by negotiating or cashing the Settlement Payment check with the Check Opt-In Form language, the Settlement Collective Member: (a) will be electing to opt in to the Settlement; (b) will be authorizing Class Counsel to file with the Court evidence of his or her 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) will be asserting a claim under the FLSA 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) will be releasing and agreeing not to sue for any of the Released Claims.

95. The Notice of Settlement will also explain that, unless a Settlement Class Member submits a timely Request for Exclusion pursuant to the process described herein, he or she will become a Participating Class Member, will be bound by the Agreement and will release all Released Claims, irrespective of whether he or she cashes a Settlement Payment or service payment.

96. Class Counsel shall cause to be filed, and shall serve on Defendant's Counsel proof

of filing, evidence sufficient to meet the consent filing requirements of the FLSA, 29 U.S.C. § 216(b). This evidence will be provided by the Administrator to counsel for the Parties, and proof of its filing served on Defendant's Counsel, no later than fourteen (14) calendar days after the Second Check Cashing Period but in no event earlier than the Effective Date. The evidence will be in the form of a list of all individuals who meet the consent filing requirements, accompanied by each Settlement Participant's Check Opt-In Form, with appropriate redactions of Social Security numbers, mailing addresses, and all other contact information. Provided, however, that Class Counsel shall be relieved of the requirement to file Check Opt-In Forms if, upon motion by Class Counsel as part of the motion for preliminary approval and/or motion for final approval, the Court expressly orders in the Preliminary Approval Order or Final Approval Order that Class Counsel may comply with the consent filing requirements of 29 U.S.C. § 216(b) by filing, and serving on Defendant's Counsel proof of filing, a declaration from the Administrator attaching a complete list of the names, with a corresponding unique identification number generated by the Administrator, for all Settlement Collective Members who cash or negotiate a Settlement Payment check with the Check Opt-In Form language.

HANDLING OF DISPUTES

97. A Settlement Participant or an Excluded Individual may raise a dispute about their number of Qualifying Workhours during the Relevant Period as an employee in a Covered Position. The Administrator shall be responsible for working with counsel for the Parties to handle such disputes pursuant to the Agreement and the Court's orders.

98. If a Settlement Participant or an Excluded Individual wishes to raise a dispute, he or she must present to the Administrator paycheck stubs conclusively establishing a different number of Qualifying Workhours during the Relevant Period as an employee in a Covered Position.

99. To be valid, the dispute must be submitted to the Administrator in writing, must state the specific nature and basis of the dispute, and must include copies of the paycheck stubs that support the dispute. To be timely, the dispute must be received by the Administrator no later than twenty-one (21) days before the Final Approval Hearing. Untimely or otherwise invalid disputes will be deemed irrevocably waived by the disputer.

100. Upon receipt of a valid dispute and provided that the Reserve Amount has not been exhausted, the Administrator shall be responsible for handling and resolving the dispute pursuant to the following rules and shall notify counsel for the Parties promptly and no later than five (5) business days after receipt of the dispute. The number of Qualifying Workhours during the Relevant Period as an employee in a Covered Position established through Independence's records (which will be zero for Excluded Individuals) will be determinative unless the paycheck stubs submitted by the disputing party establish a greater total number of Qualifying Workhours, in which case the greater number of Qualifying Workhours established by the disputing party will be used for payment unless the Administrator concludes that the paycheck stubs are not authentic or have been altered.

101. The Administrator shall report, in summary or narrative form, the substance of the disputes it handles, and the Parties agree that the Administrator's decision will be final and

binding as to them and agree not to challenge such decision should the disputing party request Court review.

102. Nothing in this “Handling of Disputes” section will preclude any person from, or be a substitute for, submitting an objection to the Court.

ADMINISTRATOR’S RESPONSIBILITIES REGARDING UNCLAIMED PAYMENTS

103. All Settlement Payment checks will be valid for one hundred and eighty (180) calendar days from the date of the check (the “**Initial Check Cashing Period**”), will be mailed by the Administrator to the payee on the same date as that shown on the check, and will be accompanied by the cover letter attached hereto as Exhibit “B” when they are sent by the Administrator by U.S. First Class Mail. On the 90th day of the Initial Check Cashing Period, the Administrator shall send by postcard to all Settlement Collective Members and Participating Class Members who have not yet cashed their checks a reminder, in the form attached hereto as Exhibit “C,” of the 180-day deadline for cashing their Settlement Payment check. At any point in the Initial Check Cashing Period, the Administrator shall have the authority to stop payment on a lost Settlement Payment check and issue a new one to a requesting Settlement Collective Member or Participating Class Member, and the Parties agree that all costs associated with doing so will be paid from the Net Settlement Amount. If the original Settlement Payment check included the Check Opt-In Form, the new check issued will contain the same Check Opt-In Form, and the Administrator shall perform the Reverse Positive Pay Process on all such Settlement Payment checks that are re-issued. At the end of the Initial Check Cashing Period, all uncashed Settlement Payment checks will be void.

104. The amounts of any Settlement Payment checks that become void due to failure by the intended payee to negotiate them properly within the Initial Check Cashing Period will remain in the QSF overseen by the Administrator for an additional sixty (60) calendar days (the “**Second Check Cashing Period**”). At the beginning of the Second Check Cashing Period, the Administrator shall notify the intended payees by letter, sent to the address to which their Settlement Payment check was mailed, in the form attached hereto as Exhibit “D,” that: (i) the 180 days for negotiating the Settlement Payment check have passed and, if applicable, the reason that the intended payee’s previous effort to cash the check was rejected; (ii) where the Settlement Payment is on deposit; (iii) how the intended payee can claim the Settlement Payment within the Second Check Cashing Period in compliance with the Agreement; and (iv) the deadline for doing so. During the Second Check Cashing Period, any properly claimed Settlement Payments will be paid by a new check issued by the Administrator to the intended payee and will be valid and negotiable for sixty (60) days. If the original Settlement Payment check included the Check Opt-In Form, the new check issued during the Second Check Cashing Period will contain the same Check Opt-In Form, and the Administrator shall perform the Reverse Positive Pay Process on all such Settlement Payment checks that are re-issued.

105. The Administrator shall provide a sworn declaration to counsel for the Parties that Class Counsel shall file with the Court, and serve proof of filing on Defendant’s Counsel, within fourteen (14) calendar days after the conclusion of the Second Check Cashing Period. The declaration will provide (a) a final accounting of payments made to all payees, (b) a list of all Settlement Participants, (c) a list of all Settlement Participants who endorsed a Settlement

Payment check with Check Opt-In Form language (with a copy of each Check Opt-In Form), and (d) a list of all individuals who submitted a timely Request for Exclusion. Provided, however, that Class Counsel shall be relieved of the requirement to file Check Opt-In Forms if upon motion by Class Counsel as part of the motion for preliminary approval and/or motion for final approval, the Court expressly orders in the Preliminary Approval Order or Final Approval Order that Class Counsel may comply with the consent filing requirements of 29 U.S.C. § 216(b) by filing, and serving on Defendant's Counsel proof of filing, a declaration from the Administrator attaching a complete list of the names of all Settlement Collective Members who endorsed a Settlement Payment check with Check Opt-In Form language,.

106. If any of the checks issued to Settlement Participants are not cashed or otherwise negotiated by the conclusion of the Second Check Cashing Period, the amounts of those uncashed checks, employee-side payroll taxes withheld from those uncashed checks (which shall be recovered by the Administrator from the taxing authorities), as well as any unused portion of the Reserve Amount, will be paid by the Administrator from the QSF at the conclusion of the settlement administration to Philabundance, the charitable organization agreed to by the Parties, subject to the Court's approval in its Final Approval Order (*cy pres*).

DUTIES OF THE PARTIES PRIOR TO PRELIMINARY APPROVAL

107. Class Counsel shall provide Defendant's Counsel with a draft of the motion for preliminary approval, any exhibits (including without limitation declarations) to be offered in support of the motion, and the proposed preliminary approval order (collectively referred to as the "**Preliminary Approval Papers**") twenty-one (21) calendar days before they are filed with the Court so that Independence and its counsel have sufficient time to review them, confer with Class Counsel about revisions, and agree to the Preliminary Approval Papers before they are filed.

108. The motion and proposed order that are part of the Preliminary Approval Papers will seek the Court's confirmation that copies of the backs of executed settlement checks with the Check Opt-In Form language will constitute valid consents to join under 29 U.S.C. § 216(b) and valid releases of the Released Claims.

109. Class Counsel shall file with the Court as an exhibit to the motion for preliminary approval, the Agreement and its Exhibits, which will include the Notice of Settlement (Exhibit "A"); the cover letter enclosing the settlement check (Exhibit "B"); the reminder notices (Exhibits "C" and "D"); and the cover letter enclosing the tax forms (Exhibit "E").

DUTIES OF THE PARTIES AND ADMINISTRATOR PRIOR TO FINAL APPROVAL

110. In advance of the Final Approval Hearing and as ordered by the Court in its Preliminary Approval Order or another order, Class Counsel shall file with the Court a motion for final approval with any exhibits and a proposed Final Approval Order agreed to by the Parties (collectively, the "**Final Approval Papers**"). The motion and proposed order that are part of the Final Approval Papers will seek the Court's confirmation: (a) that copies of the backs of executed settlement checks with the Check Opt-In Form language will constitute valid consents to join

under 29 U.S.C. § 216(b) and valid releases of the Released Claims, and (b) unless a Settlement Class Member submits a timely Request for Exclusion pursuant to the process described herein, he or she will become a Participating Class Member, will be bound by the Agreement and will release all Released Claims, irrespective of whether he or she cashes a Settlement Payment or service payment.

111. The Final Approval Papers will be filed no sooner than thirty (30) calendar days after the Exclusion Deadline and, with the Court's approval, fourteen (14) days prior to the Final Approval Hearing.

112. Class Counsel shall submit the Final Approval Papers to Defendant's Counsel at least fourteen (14) calendar days prior to filing them so that Defendant and its counsel have sufficient time to review them, confer with Class Counsel about revisions, and agree to the Final Approval Papers before they are filed.

113. At least seven (7) business days prior to the filing of the Final Approval Papers, the Administrator shall provide to counsel for the Parties a sworn declaration of due diligence and proof of mailing with regard to the mailing of the Mailing Packets, including all Skip Tracing performed for those Settlement Collective Members and Settlement Class Members whose Mailing Packet was returned as undeliverable. Class Counsel shall be responsible for working with the Administrator to timely file the declaration of due diligence as an exhibit to the motion for final approval.

114. The Parties agree that neither they nor their counsel shall encourage any Settlement Collective Member or Settlement Class Member to opt out of or object to the Settlement, or to appeal the Final Approval Order or order dismissing the Lawsuit with prejudice.

REVOKING OR VOIDING THE AGREEMENT

115. The Parties agree that Independence may in its sole discretion revoke or void the Settlement prior to entry of the Final Approval Order by the Court if any of the following contingencies ("**Contingencies**") occur: (a) the Court refuses to deem copies of the backs of executed settlement checks with the Check Opt-In Form language to constitute valid consents to join under 29 U.S.C. § 216(b) and/or a release of the Released Claims; (b) fewer than all Plaintiffs execute the Agreement; or (c) the Court changes one or more of the additional Material Terms (defined below).

116. "**Material Term**" means any term or condition of the Settlement that is so essential to the Agreement that Independence would not agree to settle in its absence. Material Terms include the above-described Contingencies plus the following: (a) the Parties' agreement that Independence shall not be required to pay more than the Maximum Settlement Amount (except for employer-side payroll taxes); (b) the Parties' agreement that Independence shall not pay any attorneys' fees and costs of Class Counsel beyond the amounts approved by the Court; (c) the No Admission of Liability and Effect of Stipulations provisions in Paragraphs 47-52; and (d) the Released Claims in Paragraph 71.

117. If Independence exercises its right to revoke the Agreement for any reason

provided in Paragraphs 115 or 116 above, the Parties shall be returned to the positions they held on June 29, 2023, the commencement of the tolling period of the statute of limitations for the claims asserted in the Complaint.

118. Independence may exercise its option to void the Agreement by giving notice, in writing, to Class Counsel and to the Court prior to entry of the Final Approval Order. If Independence exercises its right to revoke the Agreement, pursuant to Paragraphs 115 - 117 above, Independence shall be responsible for all costs of administration incurred up to the date of such revocation.

CONFIDENTIALITY OF SETTLEMENT MATERIALS

119. The Parties and their counsel agree that all excerpts, summaries, or compilations that were created by Class Counsel or their agents from information produced by Independence for purposes of settlement discussions pursuant to Federal Rule of Evidence 408, in whatever format maintained (hard copy, electronic, digital, or cloud) by Class Counsel, will remain strictly confidential and will not be disclosed to the Court, any Settlement Collective Member or Settlement Class Member, or any other person or entity absent the express agreement of Independence or an order of the Court.

NO MEDIA COVERAGE / NON-DISPARAGEMENT

120. The Parties agree that neither the Parties nor their Counsel shall issue a press release regarding the Action, the Settlement or the conduct that gave rise to the Action without prior approval by the other Party and its Counsel. Each Party's Counsel shall provide a draft of any proposed press release to the other Party for its review and approval prior to issuance. In any public comments to the news media or third parties regarding the Action, the Settlement, or the conduct that gave rise to the Action, neither Plaintiffs nor their Counsel shall disparage or criticize Independence or the actions taken by it or on its behalf by its employees.

MISCELLANEOUS TERMS AND CONDITIONS

121. The Parties are represented by competent counsel, and they have had an opportunity to consult and have consulted with counsel prior to executing the Agreement.

122. The Parties and their counsel shall cooperate with each other in good faith to accomplish the terms, Effective Date, and all obligations of the Agreement, including executing and filing documents and taking any other actions as may reasonably be necessary to implement the terms of the Agreement; to obtain the Court's Final Approval Order; in the event of an appeal, to secure a complete affirmance of the Final Approval Order with all rights of appeal exhausted; and to fulfill all obligations subsequent to the Effective Date that are required by the Agreement and the Final Approval Order.

123. Each Plaintiff represents, covenants, and warrants that Plaintiff has not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein and in connection with hiring Class

Counsel.

124. Independence, Defendant's Counsel, Plaintiffs, and Class Counsel do not intend anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder, and no person shall rely on anything contained in the Agreement or conveyed by Independence and/or Defendant's Counsel as such. The tax issues for each Plaintiff, Settlement Collective Member, and Participating Class Member may be unique, and each such individual should obtain his or her own independent tax advice concerning any payments resulting from the Agreement.

125. Unless otherwise specifically provided herein, all notices, demands, or other communications given under the Agreement will be in writing and will be deemed to have been duly given as of the third calendar day after mailing by U.S. Postal Service certified mail with return receipt requested or by another trackable delivery method (such as Federal Express or United Parcel Service), addressed as follows:

To Plaintiffs and the Settlement Collective and Settlement Class:

Peter C. Wood, Jr., Esq.
Mobilio Wood
900 Rutter Ave., Box 24
Forty Fort, PA 18704

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

To Defendant:

Joe H. Tucker, Jr. Esq.
Jessica A. Rickabaugh, Esq.
Tucker Law Group, LLC
1801 Market Street
Philadelphia, PA 19103

CONSTRUCTION AND GOVERNING LAW

126. The Agreement is the result of lengthy, intensive arm's-length negotiations between the Parties and their counsel. The Agreement will not be construed in favor of or against any party by reason of the extent to which any party or his, her, or its counsel participated in its drafting.

127. To the extent state law governs interpretation of the Agreement, it will be interpreted and governed under the laws of the Commonwealth of Pennsylvania.

128. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and do not define, limit, extend, or describe the scope of the Agreement or any provision hereof.

129. The Agreement constitutes the entire agreement by the Parties about the subject matters addressed in it. No extrinsic, oral or written, representations or terms will modify, vary, or contradict the terms of the Agreement, unless such terms are required by the Court as a condition of the approval of the settlement.

MODIFICATION

130. The Agreement may not be changed, altered, or modified, except in writing and signed by all Parties.

SIGNATORIES

131. Because the Settlement Collective Members and Settlement Class Members are so numerous, it is impossible or impractical to have each Settlement Participant execute the Agreement. The Notice of Settlement will advise all Settlement Collective Members and Settlement Class Members of the binding nature of the release of Released Claims and such will have the same force and effect as if the Agreement were executed by each Settlement Participant.

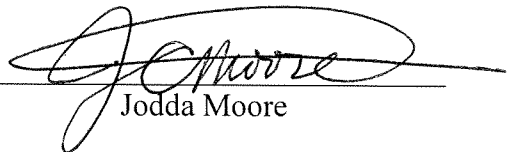
132. The signatories hereby represent that they are fully authorized to enter into the Agreement and bind the Parties to the terms and conditions of it.

133. The Agreement will be binding upon and inure to the benefit of the Parties and their respective spouses, heirs, trustees, and executors, administrators, successors, and assigns, including the Released Parties.

134. The Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart will be deemed an original, which, when taken together with other signed counterparts, will constitute one Agreement that will be binding upon and effective as to the Parties and their counsel. Copies and facsimile transmissions of signatures will be considered the same as an original signature.

AGREED AND ENTERED INTO BY THE PARTIES AND CLASS COUNSEL ON THE DATES SET FORTH BELOW:

Dated: 4.23.24, 2024

By: 
Jodda Moore

Dated: _____, 2024

By: _____
Terrell Aiken

128. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and do not define, limit, extend, or describe the scope of the Agreement or any provision hereof.

129. The Agreement constitutes the entire agreement by the Parties about the subject matters addressed in it. No extrinsic, oral or written, representations or terms will modify, vary, or contradict the terms of the Agreement, unless such terms are required by the Court as a condition of the approval of the settlement.

MODIFICATION

130. The Agreement may not be changed, altered, or modified, except in writing and signed by all Parties.

SIGNATORIES

131. Because the Settlement Collective Members and Settlement Class Members are so numerous, it is impossible or impractical to have each Settlement Participant execute the Agreement. The Notice of Settlement will advise all Settlement Collective Members and Settlement Class Members of the binding nature of the release of Released Claims and such will have the same force and effect as if the Agreement were executed by each Settlement Participant.

132. The signatories hereby represent that they are fully authorized to enter into the Agreement and bind the Parties to the terms and conditions of it.

133. The Agreement will be binding upon and inure to the benefit of the Parties and their respective spouses, heirs, trustees, and executors, administrators, successors, and assigns, including the Released Parties.

134. The Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart will be deemed an original, which, when taken together with other signed counterparts, will constitute one Agreement that will be binding upon and effective as to the Parties and their counsel. Copies and facsimile transmissions of signatures will be considered the same as an original signature.

AGREED AND ENTERED INTO BY THE PARTIES AND CLASS COUNSEL ON THE DATES SET FORTH BELOW:

Dated: _____, 2024

By: _____

Jodda Moore

Dated: April 23, 2024

By:  _____

Terrell Aiken

Dated: April 30, 2024

MOBILIO WOOD

By:  _____

Dated: _____, 2024

COHN LIFLAND PEARLMAN
HERRMANN & KNOPF LLP

By: _____

Dated: _____, 2024

INDEPENDENCE BLUE CROSS, LLC

By: _____

Dated: _____, 2024

TUCKER LAW GROUP, LLC

By: _____

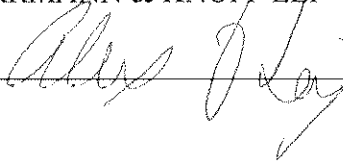
Dated: _____, 2024

MOBILIO WOOD

By: _____

Dated: April 30, 2024

COHN LIFLAND PEARLMAN
HERRMANN & KNOFF LLP

By:  _____

Dated: _____, 2024

INDEPENDENCE BLUE CROSS, LLC

By: _____

Dated: _____, 2024

TUCKER LAW GROUP, LLC

By: _____

Dated: _____, 2024

MOBILIO WOOD

By: _____

Dated: _____, 2024

COHN LIFLAND PEARLMAN
HERRMANN & KNOPF LLP

By: _____

4/30/2024

Dated: _____, 2024

~~INDEPENDENCE~~ INDEPENDENCE BLUE CROSS, LLC

Crystal Ashby

By: 6B6BFFDA4F9B419 _____

Dated: April 30, 2024

TUCKER LAW GROUP, LLC

By: *Jan Chittlog*

EXHIBIT “A”

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

¹ Capitalized terms in this Notice are defined in the Parties’ Settlement Agreement and Release (“Settlement” or “Agreement”) which is available for review at [**Settlement Website address**].

Settlement. The United States District Court for the Eastern District of Pennsylvania has preliminarily approved the Settlement as fair and reasonable. The Court will hold a final approval hearing on _____, 2024 at __:__ .m., before the Honorable Kai N. Scott at _____ (the “Final Approval Hearing”).

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.

According to Independence's payroll data, the number of Qualifying Workhours that you worked in a Covered Position between February 13, 2020 and February 13, 2023 is [insert Qualifying Workhours]. If you disagree with this calculation, you must follow the procedures set forth in the "Handling of Disputes" section of the Agreement for raising a timely and valid dispute.

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

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.

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 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 [Exclusion Deadline]. 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:

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.

[MAILING ADDRESS]

[EMAIL ADDRESS]

[FAX NUMBER]

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 [Objection Deadline].

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 [Settlement website address].*

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

Dated: _____

EXHIBIT “B”

[INSERT ADMINISTRATOR'S LETTERHEAD]

[Name]
[Address]
[Address]

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

On [DATE], the United States District Court for the Eastern District of Pennsylvania granted final approval of the Settlement of the above-named lawsuit.

Your Settlement Payment check is enclosed. **Please note that your check will automatically expire and become void in 180 days on [REDACTED], 20 [REDACTED].** Therefore, please cash or deposit your check AS SOON AS POSSIBLE. As explained to you in the Notice of Settlement you previously received, **if you alter the language on the back of the enclosed check or fail to sign your name on the "Endorsed:" line, the check will become void and payment of it will be rejected.**

Please contact us at the contact information below with any questions, or if you lose your Settlement Payment check and need to have it reissued. Thank you.

[INSERT ADDRESS]
[INSERT TELEPHONE NUMBER]
[INSERT EMAIL]

EXHIBIT “C”

[FRONT OF POSTCARD]

[Name]
[Address]
[Address]

[BACK OF POSTCARD]

On **DATE**, we sent you a Settlement Payment check for the lawsuit titled *Jodda Moore, et al. v. Independence Blue Cross, LLC d/b/a Independence Blue Cross*. Our records indicate that you have not yet cashed or deposited that check.

This notice is to remind you that the check will automatically expire on _____, 202_. Please cash or deposit the check **AS SOON AS POSSIBLE**. Remember also that if you alter the language on the back of the enclosed check or fail to sign your name on the “Endorsed:” line, the check will become void and payment of it will be rejected.

If you are unable to locate your Settlement Payment check, need a replacement check, or have other questions, please contact us by using the contact information below. Thank you.

[INSERT ADDRESS]
[INSERT TELEPHONE NUMBER]
[INSERT EMAIL]

EXHIBIT “D”

[INSERT ADMINISTRATOR'S LETTERHEAD]

[Name]
[Address]
[Address]

RE: Your Voided Settlement Payment from *Jodda Moore, et al. v. Independence Blue Cross, LLC d/b/a Independence Blue Cross*

On DATE, we sent you a Settlement Payment check in the above-named lawsuit. The deadline to cash or deposit your check was [REDACTED], 20[REDACTED]. Our records indicate that [insert whether check was not cashed/deposited or reason negotiation of check was rejected.]

Your Settlement Payment check is on deposit at [INSERT]. You may claim your Settlement Payment by [INSERT HOW] on or before [DATE 60 DAYS AFTER ABOVE PASSED DEADLINE FOR NEGOTIATING CHECK].

If you have any questions, please contact the Administrator by using the contact information below. Thank you.

[INSERT ADDRESS]
[INSERT TELEPHONE NUMBER]
[INSERT EMAIL]

EXHIBIT “E”

[INSERT ADMINISTRATOR'S LETTERHEAD]

[Name]
[Address]
[Address]

RE: Tax Forms for Your Settlement Payment in *Jodda Moore, et al. v. Independence Blue Cross, LLC d/b/a Independence Blue Cross*

You were previously mailed a Settlement Payment check, and our records reflect that you cashed or deposited that check. Under the terms of the Settlement, 50% of your Settlement Payment constitutes wages subject to the withholding of all applicable local, state, and federal taxes. Those taxes were withheld from your Settlement Payment check. The other 50% constitutes non-wage income for interest, liquidated damages, and any statutory or civil penalties available under any applicable local, state, and federal laws. Accordingly, an IRS Form W-2 [and an IRS Form 1099] for your Settlement Payment is/are enclosed. You will need the Form[s] when you file your tax return for the period January 1, 202 through December 31, 202.

PLEASE NOTE THAT THIS LETTER DOES NOT CONSTITUTE TAX ADVICE AND YOU ARE EXPRESSLY INSTRUCTED TO OBTAIN YOUR OWN TAX ADVICE.

If you did not deposit or cash your Settlement Payment check and thus believe that you have received this letter and the enclosed tax form(s) in error, please contact the Administrator by using the contact information below. Thank you.

[INSERT ADDRESS]
[INSERT TELEPHONE NUMBER]
[INSERT EMAIL]