

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

AUBREY SREDNICKI, individually, and on behalf
of all others similarly situated,

Plaintiffs,

- against -

CIGNA HEALTH AND LIFE INSURANCE
COMPANY,

Defendant.

Case No. 3:23-cv-00243 (KAD)

CLASS ACTION

PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT

WHEREAS, Plaintiff Aubrey Srednicki (“Srednicki”), individually and on behalf of the Settlement Class members (together, “Plaintiffs”), as defined below, and Defendant Cigna Health and Life Insurance Company (“Cigna”) (with Plaintiffs and Defendant collectively referred to herein as the “Parties”), have agreed to settle the above-captioned matter (the “Action”) on the terms and conditions set forth in the Settlement Agreement to this Action and all exhibits thereto;

WHEREAS, this matter has come before the Court upon agreement of the Parties, good cause being shown, and the Court being fully advised in the premises,

ORDERED, ADJUDGED, DECREED, AND FOUND THAT:

1. Terms and phrases in this Order shall have the same meaning as ascribed to them in the Settlement Agreement.

2. The Parties have moved the Court for an order preliminarily approving the settlement of the Action in accordance with the Settlement Agreement, which, together with the documents incorporated therein, sets forth the terms and conditions for a proposed settlement and

dismissal of the Action with prejudice, and the Court having read and considered the Settlement Agreement and being fully advised in the premises, hereby preliminarily approves the Settlement Agreement in its entirety subject to the Final Approval Hearing referred to in paragraph 5 of this Order.

3. This Court finds that it has jurisdiction over the subject matter of this action and over all Parties to the Action.

4. The Court finds that, subject to the Final Approval Hearing, the Settlement Agreement is fair, reasonable, and adequate, within the range of possible approval, and in the best interests of the Settlement Class set forth below. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action, and provides substantial relief to the Settlement Class without the risks, burdens, costs, or delay associated with continued litigation, trial, and/or appeal. The Court also finds that the Settlement Agreement (a) is the result of arm's-length negotiations between experienced class action attorneys; (b) is sufficient to warrant notice of the settlement and the Final Approval Hearing to be disseminated to the Settlement Class; (c) meets all applicable requirements of law, including Federal Rule of Civil Procedure 23 and the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715; and (d) is not a finding or admission of liability by the Defendant or any other person, nor a finding of the validity of any claims asserted in the Action or of any wrongdoing or any violation of law.

Final Approval Hearing

5. The Final Approval Hearing shall be held before this Court on July 10, 2023, at 10:30 a.m. at the Brien McMahon Federal Building, Courtroom 4, United States Courthouse, 915 Lafayette Blvd., Bridgeport, Connecticut, to determine (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable,

and adequate and should be given final approval by the Court; (b) whether a judgment and order of dismissal with prejudice should be entered; (c) whether to approve the payment of attorneys' fees, costs, and expenses to Plaintiff's Counsel; and (d) whether to approve the payment of service awards to the Class Representative. The Court may adjourn the Final Approval Hearing without further notice to members of the Settlement Class.

6. Plaintiff's Counsel shall file papers in support of Final Approval of the Settlement ("Motion for Final Approval") and of their Fee and Expense Award and Class Representatives' Service Award (collectively, the "Fee Petition") with the Court on or before May 24, 2023. Class Counsel may file a response to any objections to the Motion for Final Approval or Fee Petition with the Court on or before June 23, 2023.

Certification of the Settlement Class

7. For purposes of settlement only, Motley Rice LLC and Izard Kindall & Raabe LLP are appointed as counsel for the Settlement Class ("Class Counsel"), and Aubrey Srednicki is named Class Representative. The Court finds that these attorneys are competent and capable of exercising the responsibilities of Class Counsel and that Plaintiff Srednicki will adequately protect the interests of the Settlement Class defined below.

8. For purposes of settlement only, the Court conditionally certifies the following Settlement Class as defined in the Settlement Agreement:

all Persons who were or are enrolled in a Plan, who received laboratory services from LabCorp and/or Sonora Quest through Cigna HealthCare of Arizona, Inc., Cigna Medical Group, or Health Diagnostic Laboratory, on or after October 7, 2011, and whose Cost Share for such services was greater than the amount they would have owed had their cost-sharing responsibility been based on the amount paid by Cigna HealthCare of Arizona, Inc., Cigna Medical Group, or Health Diagnostic Laboratory to LabCorp and/or Sonora Quest for those services.

Excluded from the Settlement Class are: (1) any of Cigna's officers or directors; (2) the judicial officers to whom this case is assigned and any members of their staffs and immediate families; (3) any heirs, assigns, or successors of any of the persons or entities described in parts (1) and (2) of this paragraph; and (4) anyone who opts-out of the Settlement pursuant to the process set forth in the Settlement Agreement.

9. The Court finds, subject to the Final Approval Hearing referred to in Paragraph 5, that the Settlement Agreement is fundamentally fair, adequate, and reasonable, and, solely within the context of and for the purposes of settlement only, that the Settlement Class satisfies the requirements of Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, specifically, that: the Settlement Class is so numerous that joinder of all members is impracticable; there are questions of fact and law common to the Settlement Class; the claims of the Class Representatives are typical of the claims of the members of the Settlement Class; the Class Representatives and Class Counsel will fairly and adequately protect the interests of the members of the Settlement Class; common questions of law or fact predominate over questions affecting individual members; and a class action is a superior method for fairly and efficiently adjudicating the Action.

10. If the Settlement Agreement does not receive the Court's final approval, or if final approval is reversed on appeal, or if the Settlement Agreement is terminated or otherwise fails to become effective, the Court's grant of class certification shall be vacated, and the Class Representative will once again bear the burden of establishing the propriety of class certification. In such case, neither the certification of the Settlement Class for settlement purposes, nor any other act relating to the negotiation or execution of the Settlement Agreement shall be considered as a factor in connection with any class certification issue(s).

Notice and Administration

11. The Court approves, as to form, content, and distribution, the Notice Plan and form of Notice set forth in the Settlement Agreement and Exhibit B thereto. The Notice Plan shall be

commenced by April 21, 2023 as outlined in Section 5 of the Settlement Agreement. The Court finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this Action. The Parties, by agreement, may revise the Notice forms in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting.

12. The Court approves the request for the appointment of Rust Consulting as Settlement Administrator of the Settlement Agreement.

13. Pursuant to Section 5 of the Settlement Agreement, the Settlement Administrator is directed to publish the Notice Forms on the Settlement Website and to send direct notice in accordance with the Notice plan called for by the Settlement Agreement. The Settlement Administrator shall also maintain the Settlement Website to provide full information about the Settlement.

Requests for Exclusion from Class

14. Any person falling within the definition of the Settlement Class may, upon valid and timely request, exclude themselves or “opt out” from the Class. Any such person may do so if, on or before the Objection/Exclusion Deadline, which the Court orders to be set as June 9, 2023, they comply with the exclusion procedures set forth in the Settlement Agreement and

Notice. Any members of the Class so excluded shall neither be bound by the terms of the Settlement Agreement nor entitled to any of its benefits. Each request for exclusion must be submitted individually. So called “mass” or “class” opt-outs shall not be allowed.

15. Individuals who opt out of the Class relinquish all rights to benefits under the Settlement Agreement and will not release their claims. However, members of the Settlement Class who fail to submit a valid and timely request for exclusion shall be bound by all terms of the Settlement Agreement and the Final Judgment, regardless of whether they have requested exclusion from the Settlement Agreement.

Appearances and Objections

16. At least twenty-one (21) calendar days before the Final Approval Hearing, any person who falls within the definition of the Settlement Class and who does not request exclusion from the Class may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice.

17. Any members of the Settlement Class who have not timely filed a request for exclusion may object to the fairness, reasonableness, or adequacy of the Settlement Agreement or to a Final Judgment being entered dismissing the Action with prejudice in accordance with the terms of the Settlement Agreement, or to the attorneys’ fees and expense reimbursement sought by Class Counsel in the amounts specified in the Notice, or to the award to the Class Representative as set forth in the Notice and Settlement Agreement. Papers supporting the Motion for Final Approval and the Fee Award shall be filed with the Court and posted to the settlement website by May 24, 2023, which date is sixteen (16) days prior to the Objection/Exclusion Deadline. Members of the Class may object on their own or may do so through separate counsel at their own expense.

18. To object, members of the Class must sign and file a written objection no later than on or before the Objection/Exclusion Deadline, which the Court orders to be set as June 9, 2023. To be valid, the objection must comply with the objection procedures set forth in the Settlement Agreement and Notice.

19. Members of the Class who fail to file and serve timely written objections in compliance with the requirements of this paragraph and the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement Agreement or to any of the subjects listed in paragraph 5, above, *i.e.* (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (b) whether a judgment and order of dismissal with prejudice should be entered; (c) whether to approve the payment of attorneys' fees and expenses to Class Counsel; and (d) whether to approve the payment of a service award to the Class Representatives.

Further Matters

20. All further proceedings in the Action are ordered stayed until Final Judgment or termination of the Settlement Agreement, whichever occurs earlier, except for those matters necessary to obtain and/or effectuate final approval of the Settlement Agreement.

21. Members of the Settlement Class who do not timely exclude themselves in accordance with the Settlement Agreement and this Order shall be bound by all determinations and judgments concerning the Settlement Agreement and Final Approval of same, whether favorable or unfavorable.

22. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement Agreement. The Court may approve the Settlement

Agreement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Class.

23. Any Settlement Class Member who does not timely and validly request exclusion from the Class pursuant to Paragraphs 14-15 hereto: (a) shall be bound by the provisions of the Settlement Agreement and all proceedings, determinations, orders and judgments in the Action relating thereto, including, without limitation, the Final Judgment, and the Releases provided for therein, whether favorable or unfavorable to the Class; and (b) shall forever be barred and enjoined from directly or indirectly filing, commencing, instituting, prosecuting, maintaining, or intervening in any action, suit, cause of action, arbitration, claim, demand, or other proceeding in any jurisdiction, whether in the United States or elsewhere, on their own behalf or in a representative capacity, that is based upon or arises out of any or all of the Released Claims against any of the Defendant and the other Released Parties, as more fully described in the Settlement Agreement.

24. The Settlement Agreement is not a concession or admission, and shall not be used against any of the Released Parties as an admission or indication with respect to any claim of any fault or omission by any of the Released Parties.

25. As set forth above and pursuant to and in accord with the above provisions of this Order:

- a. The Notice plan shall be commenced by April 21, 2023.
- b. Plaintiff's Counsel shall file papers in support of their Motion for Final Approval and Fee Petition with the Court on or before May 24, 2023.
- c. Objections shall be filed on or before June 9, 2023.

- d. Plaintiff's Counsel may file a response to any objections to their Motion for Final Approval and/or Fee Petition on or before June 23, 2023.
- e. Requests for exclusion shall be submitted on or before June 9, 2023.
- f. The Final Approval Hearing shall be held before this Court on July 10, 2023 at 10:30 a.m. at the Brien McMahon Federal Building, Courtroom 4, United States Courthouse, 915 Lafayette Boulevard, Bridgeport, Connecticut 06604.

IT IS SO ORDERED.

Dated: March 10, 2023

/s/ Kari A. Dooley

Honorable Kari A. Dooley
United States District Court