

# **Exhibit 1**

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into by Lead Plaintiff Srednicki (as defined below), on behalf of herself and all other Settlement Class Members (as defined below), by and through Plaintiff’s Counsel, and defendant Cigna (as defined below) (collectively, the “Parties”).<sup>1</sup> The Parties intend this Agreement to resolve, discharge and settle the Released Claims, fully, finally and forever according to the terms and conditions set forth below.

### RECITALS

WHEREAS, Lead Plaintiff Jeffrey Neufeld filed a putative class action complaint, on behalf of himself and the putative class, against Cigna, in the U.S. District Court for the District of Connecticut, on October 6, 2017 (the “*Neufeld* Action”);

WHEREAS, the putative class action complaint has been amended four times, on December 17, 2017, September 24, 2018, August 6, 2019, and March 10, 2020 and additional *Neufeld* Lead Plaintiffs, including Aubrey Srednicki, have joined the *Neufeld* Action;

WHEREAS, the Fourth Amended Complaint is the operative complaint (the “*Neufeld* Complaint”) in the *Neufeld* Action;

WHEREAS, *Neufeld* Lead Plaintiffs alleged in the Complaint, *inter alia*, that Cigna improperly calculated and charged Cost Share to Plan Members for services provided by third party vendors CareCentrix, eviCore, and Linkia, violated the written terms of ERISA plan documents, and misrepresented the Cost Share in explanation of benefit forms, and that in so doing Cigna violated the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1000, *et seq.* (“ERISA”) and other state and federal laws.

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<sup>1</sup> Unless indicated otherwise, capitalized terms used herein shall have the meaning in Section 1, titled “Defined Terms.”

WHEREAS, *Neufeld* Lead Plaintiff Aubrey Srednicki alleged in the *Neufeld* Complaint that Cigna HealthCare of Arizona, Inc. or its affiliates, including Cigna Medical Group, improperly calculated and charged Cost Share to Plan Members for services provided through Health Diagnostic Laboratory, the internal laboratory for Cigna Medical Group that ceased operations in 2018, LabCorp and/or Sonora Quest, violated the written terms of ERISA plan documents, and misrepresented the Cost Share in explanation of benefit forms, and that in so doing Cigna violated the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1000, *et seq.* (“ERISA”) and other state and federal laws;

WHEREAS, Cigna denies the material allegations in the *Neufeld* Complaint, denies that it engaged in any wrongdoing whatsoever, and denies that the *Neufeld* Lead Plaintiffs and the putative class members are entitled to the benefits, injunctive relief, and other remedies they seek;

WHEREAS, the Parties have substantially completed document and written discovery, including the production of benefit claims data related to Lead Plaintiff Srednicki’s allegations, and have engaged in settlement discussions, and as a result of these discussions, have concluded that settlement of the claims brought by *Neufeld* Lead Plaintiff Srednicki on behalf of the Settlement Class is appropriate;

#### **TERMS OF THE AGREEMENT OF SETTLEMENT**

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Lead Plaintiff Srednicki (for herself and the Settlement Class Members) and Cigna, by and through their counsel or attorneys of record, that, subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Settlement Class and the Released Claims shall be finally and fully compromised, settled, and released, and the *Srednicki* Action (as defined below) shall be dismissed with prejudice, as to all Parties, upon and subject to the terms and conditions of this Agreement, as follows:

## DEFINITIONS

1. Defined Terms.

1.1. “Agreement” means this Settlement Agreement, inclusive of exhibits.

1.2. “Attorneys’ Fees” means the attorneys’ fees and expenses that may be awarded by the Court to the Plaintiff’s Counsel for their representation of Lead Plaintiff Srednicki and the Settlement Class in the *Srednicki* Action.

1.3. “Authorized Claimant” means any Settlement Class Member whose claim for recovery has been allowed pursuant to the terms of this Agreement.

1.4. “CareCentrix” means CareCentrix Inc. and each of its subsidiaries, affiliates, officers, directors, employees, and agents.

1.5. “Cigna” means defendant Cigna Health and Life Insurance Company, and each of its subsidiaries, affiliates, officers, directors, employees, and agents, including for the avoidance of doubt, Cigna HealthCare of Arizona, Inc, Cigna Medical Group, and Health Diagnostic Laboratory.

1.6. “Cigna Medical Group” means Cigna Medical Group and each of its subsidiaries, affiliates, officers, directors, employees, and agents.

1.7. “Cost Share” means the amount owed by a Cigna member, in the form of deductible or co-insurance, for services covered under their Plan.

1.8. “Court” means the U.S. District Court for the District of Connecticut.

1.9. “Effective Date” means the date upon which the Settlement embodied in this Agreement becomes effective, meaning the date on which the Judgment approving this Agreement, substantially in the form of Exhibit C to this Agreement, becomes Final as a matter of law.

1.10. “Escrow Account” means the escrow account into which Cigna shall pay the Settlement Amount as defined in ¶ 1.37, which shall be governed by the terms of the Escrow Agreement to be entered into between Plaintiff’s Counsel and the bank selected by Plaintiff’s Counsel and approved by Cigna.

1.11. “eviCore” means and each of its subsidiaries, affiliates, officers, directors, employees, and agents.

1.12. “Final” means when the last of the following with respect to the Judgment approving this Agreement, substantially in the form of Exhibit C attached hereto, shall occur: (i) the expiration of the time to file a motion to alter or amend the Judgment under Federal Rule of Civil Procedure 59(e) without any such motion having been filed; (ii) the expiration of the time for the filing or noticing of any appeal from the Judgment without any appeal having been taken; and (iii) if a motion to alter or amend is filed or if an appeal is taken, immediately after the final determination of that motion or appeal such that no further judicial review or appeal is permitted, whether by reason of affirmance by a court of last resort, lapse of time, voluntary dismissal of the appeal or otherwise in such a manner as to permit the consummation of the Settlement, substantially in accordance with the terms and conditions of this Agreement. For purposes of this paragraph, an “appeal” shall include any petition for a writ of *certiorari* or other writ that may be filed in connection with approval or disapproval of this Settlement. Any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to (i) Attorneys’ Fees or Fee and Expense Award, (ii) the Plan of Allocation (as submitted or subsequently modified), or (iii) the procedures for determining Authorized Claimants’ recognized claims shall not in any way delay, affect, or preclude the time set forth above for the Judgment to become Final, or otherwise preclude the Judgment from becoming Final.

1.13. “Final Approval Date” means the date on which the Court issues the Final Order and Judgment.

1.14. “Final Approval Hearing” means the hearing during which the Court will determine whether to enter the Final Order and Judgment.

1.15. “Final Order and Judgment” or “Judgment” means the order and form of judgment approving this Agreement and dismissing the *Srednicki* Action with prejudice, which order and judgment shall be substantially in the form attached hereto as Exhibit C.

1.16. “Health Diagnostic Laboratory” means Health Diagnostic Laboratory and each of its subsidiaries, affiliates, officers, directors, employees, and agents.

1.17. “LabCorp” means Laboratory Corporation of America Holdings and each of its subsidiaries, affiliates, officers, directors, employees, and agents.

1.18. “Lead Plaintiff Srednicki” means Aubrey Srednicki who will be the named plaintiff in the *Srednicki* Complaint in the *Srednicki* Action.

1.19. “Linkia” means Linkia LLC and each of its subsidiaries, affiliates, officers, directors, employees, and agents.

1.20. “*Neufeld* Lead Plaintiffs” means Jeffrey Neufeld, Aubrey Srednicki, Kevin Jacques, Nicholas Marshall, William Ninivaggi, Troy Terry, Joyce Wood, Robert Burns, Timothy Ruthersby, and Nathan Wheatley who are the named Plaintiffs in the Complaint. “Notice and Administration Expenses” means all fees, expenses, and interest thereon incurred as a result of providing Notice to the Settlement Class and otherwise administering the Settlement.

1.21. “Notice Date” means the date the Notice in ¶5.1 is mailed.

1.22. “Person” or “Persons” means all persons and entities (including, without limitation natural persons, firms, corporations, limited liability companies, joint ventures, joint

stock companies, unincorporated organizations, agencies, bodies, governments, political subdivisions, governmental agencies and authorities, associations, partnerships, limited liability partnerships, trusts, and their predecessors, successors, administrators, executors, heirs and assigns).

1.23. “Plaintiffs” means the Lead Plaintiff Srednicki and the putative class members of the Settlement Class in the *Srednicki* Action.

1.24. “Plaintiff’s Counsel” means Motley Rice LLC and Kindall Izard & Raabe LLP.

1.25. “Plan(s)” means an employee welfare benefit plan that is insured by and/or for which Cigna administers claims for benefits and is established and maintained under ERISA.

1.26. “Plan Member” means an individual who was or is covered by or entitled to receive benefits pursuant to a Plan.

1.27. “Plan of Allocation” means a plan or formula of allocation of the Total Settlement Fund based upon the worksheet discussed in ¶5.2 whereby the Settlement Class members will receive a *pro rata* payment from the Total Settlement Fund based on the difference of: (1) the aggregate amount of each member’s Cost Share for laboratory services provided through Cigna HealthCare of Arizona, Inc., Cigna Medical Group, or Health Diagnostic Laboratory; and (2) the aggregate amount of Cost Share for laboratory services provided through Cigna Medical Group had Cost Share been calculated using the rates Cigna HealthCare of Arizona, Inc., Cigna Medical Group, or Health Diagnostic Laboratory paid LabCorp and/or Sonora Quest. Notwithstanding the foregoing, any claims for services that a class member may have had in which the rates paid to LabCorp and/or Sonora Quest were greater than the rates of Cigna HealthCare of Arizona, Inc., Cigna Medical Group, or Health Diagnostic Laboratory will be excluded from the

calculation of the *pro rata* payment from the Total Settlement Fund described in the preceding sentence and there will be a minimum base distribution (before any pro rata reduction) of \$5 for each member of the Settlement Class. No Released Parties shall have any responsibility or liability with respect to the Plan of Allocation.

1.28. “Preliminary Approval Hearing” means the hearing during which the Court determines whether to enter the Preliminary Approval Order.

1.29. “Preliminary Approval Order” means the preliminary approval order, in substantially the form attached hereto as Exhibit A, inter alia, certifying the Settlement Class for settlement purposes only, preliminarily approving the terms and conditions of this Agreement, scheduling a Final Approval Hearing concerning the final approval of the Settlement, and directing that Notice of the proposed Settlement and Final Approval Hearing be provided to the Settlement Class.

1.30. “Sonora Quest” means Sonora Quest Laboratories and each of its subsidiaries, affiliates, officers, directors, employees, and agents.

1.31. “Released Claims” means any and all claims, including any and all claims, rights, and liabilities of any nature, including, but not limited to, actions, claims, demands, causes of action, obligations, damages, debts, charges, attorneys’ fees, costs, arbitrations, forfeitures, judgments, indebtedness, liens and losses of any kind, source or character whether arising out of federal or state law, whether known, suspected to exist or unknown, whether asserted or unasserted, whether asserted by any Releasing Party either on its own behalf or on behalf of any other Person, whether in contract, express or implied, tort, at law or in equity or arising under or by virtue of any statute or regulation, by reason of, arising out of, that are related to any of the facts, acts, events, transactions, occurrences, courses of conduct, business practice or relationship,

representations, omissions, circumstances or other matters related to the *Srednicki* Action or addressed in this Agreement (“Claim”) and that could have been brought in the *Srednicki* Action, against any of the Released Parties. For the avoidance of doubt, Released Claims includes any Claim, past, present, or future, that could be asserted by any Plan Member (either on their own behalf or on behalf of a Plan) relating to the calculation of amounts that a Plan Member or Plan were responsible to pay when the Plan Member received laboratory services through Cigna Medical Group or Health Diagnostic Laboratory. Released Claims does not include claims to enforce the Settlement. Released Claims includes the “Unknown Claims” as defined in ¶1.43.

1.32. “Released Parties” means (i) Cigna and any of its former, present, and future assigns, predecessors, successors, affiliates, parent companies, subsidiaries, controller companies, employees, officers, directors, principals, and agents; and (ii) any Plan and any of its former, present, and future assigns, predecessors, successors, affiliates, parent companies, subsidiaries, controller companies, employees, officers, directors, principals, and agents.

1.33. “Releasing Parties” means Lead Plaintiff *Srednicki*, and all Settlement Class Members who do not Opt Out of this Agreement pursuant to ¶8.1, including their respective current and former officers, directors, employees, attorneys, heirs, executors, administrators, agents, legal representatives, professional corporations, partnerships, members, assigns, and successors, but only to the extent their claims are derived from the claims of the Plaintiffs and related to medical treatments provided to Plan Members. For the avoidance of doubt, “Releasing Parties” includes Plan Members whose benefits and/or cost share under a Plan were determined based on Health Diagnostic Laboratory’s or Cigna Medical Group’s charges as described in the *Srednicki* Action, but does not include Plans, plan sponsors, or fiduciaries except to the extent any such entity brings claims on a Plan Member’s behalf.

1.34. “Incentive Award” means the payment provided to Lead Plaintiff Srednicki.

1.35. “Settlement” means the resolution of the Lead Plaintiff Srednicki’s and the Settlement Class’s claims in the *Srednicki* Action in accordance with the terms and provisions of this Agreement.

1.36. “Settlement Administrator” means the entity appointed by the Court to perform the settlement administration duties described in this Agreement, including the dissemination of Notice and payment to Settlement Class Members. The Settlement Administrator shall also serve as the Escrow Agent for the Settlement Amount, as that term is in in ¶3 herein and throughout this Agreement. The Parties shall propose and recommend to the Court that Rust Consulting should serve as Settlement Administrator. Before being retained, the Settlement Administrator must sign Exhibit A to the First Amended Protective Order entered in the *Neufeld* Action (Dkts. 105-106).

1.37. “Settlement Amount” is three hundred thousand dollars (\$300,000).

1.38. “Settlement Class” means, collectively, 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 ¶8.1 below.

1.39. “Settlement Class Member” means a Person who is a member of the Settlement Class.

1.40. “Settlement Hearing” means the hearing set by the Court under Rule 23(e)(2) of the Federal Rules of Civil Procedure to consider final approval of the Settlement.

1.41. “Tax” or “Taxes” mean any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority, including, but not limited to, any local, state, and federal taxes.

1.42. “Total Settlement Fund” means the Settlement Amount plus all interest and accretions thereto earned after being deposited to the Escrow Account controlled by the Escrow Agent.

1.43. “Unknown Claims” means any and all Released Claims which Plaintiffs, Plaintiff’s Counsel, or any Settlement Class Members do not know or suspect to exist in his or her favor at the time of the release of the Released Parties which, if known by him or her, might have affected his or her settlement with and release of the Released Parties or might have affected his or her decision(s) with respect to the Settlement, including, but not limited to, whether or not to object to this Settlement or to the release of the Released Parties. With respect to any and all Released Claims, each of the Releasing Parties agree that they shall expressly waive and shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code § 1542, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**

EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs and Plaintiff's Counsel shall expressly waive, and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542. The Parties acknowledge that they may hereafter discover facts in addition to or different from those which he, she, it or their counsel now knows or believes to be true with respect to the Released Claims, but the Parties shall expressly settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Parties acknowledge, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is an essential term of the Settlement of which this release is a part.

## TERMS

### 2. The Settlement.

#### 2.1. Filing of the *Srednicki* Action

(a) Within fourteen (14) days of execution of a settlement agreement, the Parties agree that *Neufeld* Lead Plaintiff Srednicki will to seek leave to withdraw her claims and those of the Settlement Class in the Complaint from the *Neufeld* Action.

(b) Within fourteen (14) days of Plaintiff Srednicki's withdrawal being approved by the Court, Plaintiff's Counsel will file a new action (the "*Srednicki* Action") in which Lead Plaintiff Srednicki ("Lead Plaintiff Srednicki") files a new complaint (the "*Srednicki* Complaint") containing only ERISA claims currently raised related to laboratory services provided through Cigna Medical Group in the *Neufeld* Action.

(c) On the same day as they file the *Srednicki* Action, Lead Plaintiff Srednicki will file a mutually agreeable motion for preliminary approval of the settlement as set forth in ¶5.1 herein, and that this Settlement will resolve all claims brought by Lead Plaintiff Srednicki and the Settlement Class.

#### 2.2. The Settlement Payment.

(a) In full and final settlement of the claims asserted by Plaintiff Srednicki and the Settlement Class in both the *Neufeld* Action and the *Srednicki* Action against Cigna and in consideration of the releases specified in ¶6 herein, Cigna agrees to pay the Total Settlement Amount, by paying the Settlement Amount as set forth in ¶2.3.

#### 2.3. Payment of the Settlement Amount into the Escrow Account.

(a) Plaintiffs shall provide Cigna with wire payee instructions for the Escrow Account and a W-9 form no later than seven (7) calendar days after entry of the preliminary approval Order as defined in ¶1.30 herein. On or before twenty-one (21) calendar days after the

entry of the Preliminary Approval Order as defined in ¶1.29 herein, Cigna shall cause three hundred thousand dollars (\$300,000) to be delivered to the Escrow Account.

(b) The Escrow Account with the Settlement Amount shall be treated as a payment to a Qualified or Designated Settlement Fund under I.R.C. § 468B and the regulations or proposed regulations promulgated thereunder (including, without limitation, Treasury Reg. § 1.468B-1-5 or any successor regulation).

(c) Any Fee and Expense Award awarded or costs paid to Plaintiff's Counsel and Lead Plaintiff Srednicki in this matter pursuant to ¶9 Expenses shall be paid exclusively out of the Total Settlement Fund before the Total Settlement Fund is used to pay Settlement Class Members. Further, all Notice and Administration Expenses, including all fees and costs of the Settlement Administrator, shall be paid exclusively out of the Total Settlement Fund before the Total Settlement Fund is used to pay the Settlement Class Members. In no event shall Cigna bear any responsibility for any fees, payments, costs or expenses tied to administering the Total Settlement Fund.

(d) Other than the obligation to pay or cause to be paid the Settlement Amount into the Escrow Account, Cigna shall have no obligation to make any additional payments pursuant to this Agreement, and shall have no responsibility, obligation, or liability with respect to the Escrow Account or the monies maintained therein.

3. Escrow Agent.

3.1. The Settlement Administrator, in its capacity as Escrow Agent, shall invest the Total Settlement Amount deposited pursuant to ¶2.3(a) hereof in United States Agency or Treasury Securities or other instruments backed by the Full Faith & Credit of the United States Government or an Agency thereof, or fully insured by the United States Government or an Agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments

at their then-current market rates. All costs and risks related to the investment of the Total Settlement Fund in accordance with the investment guidelines set forth in this paragraph shall be borne by the Total Settlement Fund, and the Released Parties shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions or the actions of the Escrow Agent, or any transactions executed by the Escrow Agent.

3.2. The Escrow Agent shall not disburse the Total Settlement Fund except as provided in this Agreement, by an order of the Court, or with the prior written agreement of Cigna's counsel.

3.3. Subject to further order(s) and/or directions as may be made by the Court, or as provided in this Agreement, the Escrow Agent is authorized to execute such transactions as are consistent with the terms of this Agreement. The Released Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the actions of the Escrow Agent, or any transaction executed by the Escrow Agent.

3.4. All funds held by the Escrow Agent shall be deemed and considered to be in the legal custody of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement and/or further order(s) of the Court.

3.5. Notwithstanding the fact that the Effective Date of the Settlement has not occurred, Plaintiff's Counsel may pay from the Total Settlement Fund, without further approval and/or order of the Court, reasonable costs and expenses actually incurred by the Settlement Administrator in connection with notice of this Settlement to the Settlement Class by mail and other means, locating Settlement Class Members, assisting with the submission of the claims, administering the Settlement, and paying Notice and Administration Expenses. The Released

Parties shall have no responsibility for or liability whatsoever with respect to the Notice and Administration Expenses, nor shall they have any responsibility or liability whatsoever for any claims with respect thereto.

4. Taxes.

4.1. The Parties and the Escrow Agent agree to treat the Escrow Account, including the Total Settlement Amount as being at all times a “qualified settlement fund[s]” within the meaning of Treas. Reg. § 1.468B-1. The Parties and the Escrow Agent further agree that the Total Settlement Fund shall be established pursuant to the Court’s subject matter jurisdiction within the meaning of Treas. Reg. § 1.468B-1(c)(1). In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this ¶4, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

4.2. For the purpose of § 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” (as defined in Treas. Reg. § 1.468B-2(k)(3)) shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other federal, state, or local tax returns necessary or advisable with respect to the earnings on the Total Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the elections described in ¶4.1 hereof) shall be consistent with this ¶4 and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Total Settlement Fund shall be paid out of those funds respectively as provided in ¶4.3 hereof.

4.3. All (i) Taxes (including any estimated Taxes, interest, or penalties) arising with respect to the income earned by the Total Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Parties or their counsel with respect to any income earned by the Total Settlement Fund for any period, after the payment of the Settlement Amount, during which the Total Settlement Fund does not qualify as a “qualified settlement fund[s]” for federal or state income tax purposes, and (ii) expenses and costs incurred in connection with the operation and implementation of this ¶4 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this ¶4 (“Tax Expenses”) shall be paid out of the Total Settlement Fund; in all events, the Released Parties and their counsel shall have no liability or responsibility whatsoever for the Taxes or the Tax Expenses. The Escrow Agent, through the Total Settlement Fund, shall indemnify and hold each of the Released Parties and their counsel harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Total Settlement Fund and shall be timely paid by the Escrow Agent out of the Total Settlement Fund without prior order from the Court, and the Escrow Agent shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)); neither the Released Parties nor their counsel are responsible nor shall they have any liability for any Taxes or Tax Expenses. The Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this ¶4.

5. Preliminary Approval.

5.1. Plaintiff's Counsel shall submit this Agreement together with its Exhibits to the Court and shall apply for entry of the Preliminary Approval Order, substantially in the form of Exhibit A attached hereto, requesting the Court's preliminary approval of the Agreement, conditional certification of the Settlement Class, appointment of Plaintiff's Counsel, approval of the mailed settlement notice (the "Notice") substantially in the form of Exhibit B attached hereto, and entry of the Preliminary Approval Order staying any activities in the Srednicki Action, except for activities related to the approval of this Settlement. Cigna shall not oppose Plaintiff's Counsel's application to the Court for entry of the Preliminary Approval Order. Until the Preliminary Approval Order is entered, the Parties, respectively, covenant and agree that they will not pursue any litigation proceedings against any other Party with respect to the Released Claims; and the Parties, respectively, shall not in any way subsequently argue that any other Party has failed to comply with its litigation obligations in any respect by reason of the suspension of litigation following the execution of this Agreement.

5.2. Within twenty one (21) calendar days of the date of entry of the Preliminary Approval Order, the Parties will provide to the Settlement Administrator the "HDL-Analysis Regarding Alleged But-For Member Cost-Share" worksheet (which is an analysis of relevant Cigna Medical Group laboratory service claims data prepared by Cigna's outside expert consultants and provided to and analyzed by Lead Plaintiff Srednicki's outside counsel and expert consultants as part of the parties' settlement discussions (the "Settlement Claims Data")) to identify the Settlement Class Members and the amounts which will be used to calculate each Settlement Class Member's pro rata distribution. Cigna will provide to Plaintiff's Counsel, consistent with HIPAA or other privacy restrictions, the full name, last known address, and such other reasonably accessible identifying information as may be necessary to effectuate the payments

contemplated hereunder. Within 21 days after the provision of the Settlement Claims Data, it shall be solely Plaintiff's Counsel's and the Settlement Administrator's responsibility to disseminate the Notice in accordance with this Agreement and as ordered by the Court. The Settlement Administrator shall use customary tools to verify the mailing addresses of Class Members and to further research the current addresses of any Class Members whose Notice is returned as undeliverable. The Settlement Administrator shall also establish a Settlement website which shall be named "srednickilabsettlement.com," subject to availability, and will include basic information about the Settlement and Class Members' rights and options, and shall make basic documents from the *Srednicki* Action, including the *Srednicki* Complaint and this Settlement Agreement, available for download. Settlement Class Members shall have no recourse as to the Released Parties with respect to any claims they may have that arise from the failure of the notice process.

5.3. After notice is given, Plaintiff's Counsel shall apply for entry of the Final Order and Judgment, and shall request that the Court hold a Final Approval Hearing and approve the Settlement of the *Srednicki* Action as set forth herein. Plaintiff's Counsel shall request that the Final Approval Hearing be held not earlier than ninety (90) calendar days after the later of the dates on which the appropriate federal official and the appropriate State officials are provided with notice pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, *et seq.* ("CAFA") as set forth in ¶5.4 below. At or after the Settlement Hearing, Plaintiff's Counsel also will request that the Court approve the proposed Plan of Allocation and the Fee and Expense Application as defined in ¶1.27 and ¶9.1.

5.4. Cigna, via the Settlement Administrator, shall, no later than ten (10) calendar days following the filing of this Agreement with the Court, serve upon the appropriate State official of each State in which a Settlement Class Member resides and the Attorney General

of the United States a notice of the proposed Settlement in compliance with the requirements of CAFA, 28 U.S.C. § 1715. All CAFA notice fees shall be paid for from the Total Settlement Amount.

5.5. The Parties only agree to the conditional certification of the Settlement Class, the provisional designation of Plaintiff's Counsel, or the provisional designation of Lead Plaintiff Srednicki as representatives of the Settlement Class for the purpose of effectuating this Agreement. If this Agreement is terminated pursuant to its terms, or if the Effective Date does not occur for any reason, then the conditional certification of the Settlement Class and the provisional designation of Lead Plaintiff Srednicki and Plaintiff's Counsel shall be automatically vacated, and the *Srednicki* Action shall proceed as though the Settlement Class had never been conditionally certified and as though the provisional designations of Lead Plaintiff Srednicki and Plaintiff's Counsel had not been made, without prejudice to Lead Plaintiff Srednicki's right to file a motion to certify a class or classes and to seek appointment of class representatives and Plaintiff's Counsel, and without prejudice to Cigna's right to assert any and all defenses to class certification and to Plaintiffs' claims, including, but not limited to, the propriety of a class or classes and/or the substantive allegations asserted by Lead Plaintiff Srednicki and the putative class or classes. This provision survives termination of this Agreement.

6. Release, Covenant Not to Sue, Bar Order and Dismissal with Prejudice.

6.1. Upon the Effective Date, for good and valuable consideration received from Cigna, the receipt and sufficiency of which are hereby acknowledged, Lead Plaintiff Srednicki and all Settlement Class Members who do not Opt Out of this Agreement pursuant to ¶8.1, including their respective current and former heirs, executors, assigns, and successors, but only to the extent their claims are derived from the claims of the Releasing Parties, shall forever unconditionally, fully, and finally release, remise, relinquish, compromise, and discharge all Released Claims

against any of the Released Parties, and will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting the Released Claims against any of the Released Parties.

6.2. Upon the Effective Date, for good and valuable consideration received from Srednicki and the Settlement Class Members (including the release set forth in ¶6.1 above), the receipt and sufficiency of which are hereby acknowledged, Cigna, including its current and former heirs, executors, assigns, and successors, but only to the extent their claims are derived from the claims of Cigna, shall forever unconditionally, fully, and finally release, remise, relinquish, compromise, and discharge all claims against Lead Plaintiff Srednicki or Settlement Class Members arising out of the same facts, bases or transactions as are involved in the Released Claims and the *Srednicki* Action, and Cigna will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting such claims against any Lead Plaintiff Srednicki or Settlement Class Members.

6.3. Lead Plaintiff Srednicki (i) represents and warrants that she has not provided an assignment for any Released Claims, or (ii) to the extent permitted by law, hereby revokes any such assignment of any Released Claim provided prior to the execution of this Agreement.

6.4. Lead Plaintiff Srednicki agrees and covenants not to sue or cooperate in the filing or prosecution of any suit or proceeding, in any forum based upon or related to any Released Claims against any Released Party.

6.5. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall limit or preclude the Releasing Parties' rights to enforce any provision of this Agreement. The Releasing Parties shall dismiss with prejudice the *Srednicki* Action within five (5) business days of the Effective Date. It is the Parties' intention that such dismissal shall constitute a final Judgment of the Releasing Parties' claims against the Released Parties on the merits to which the principles of *res judicata* shall apply to the fullest extent of the law as to the Released Parties.

6.6. The Parties agree that Cigna shall suffer irreparable harm if Lead Plaintiff Srednicki takes action inconsistent with ¶6 and that in that event Cigna may seek an injunction from the Court as to such action without a further showing of irreparable harm and without the need to post any bond (or, if a bond is required by controlling law, without the need to post anything more than a nominal bond).

7. Initial Administrative Fund Amount and Calculation of Claims, Final Awards, and Supervision and Distribution of the Total Settlement Fund.

7.1. The Settlement Administrator, subject to such supervision and direction of Plaintiff's Counsel and the Court as may be necessary or as circumstances may require, shall administer and calculate the claims submitted by Settlement Class Members and shall oversee distribution of the Total Settlement Fund to Authorized Claimants.

7.2. The Total Settlement Fund shall be applied as follows:

- (a) to pay the Notice and Administration Expenses;
- (b) to pay any Fee and Expense Award, and Incentive Award, as approved by the Court, to Plaintiff's Counsel and Lead Plaintiff Srednicki;
- (c) to pay the Taxes and Tax Expenses;

(d) after the Effective Date, to distribute the funds to Authorized Claimants as allowed by this Agreement, the Plan of Allocation, or the Court.

7.3. Within 30 days of the Effective Date, and in accordance with the terms of this Agreement, the Plan of Allocation, or such further approval and further order(s) of the Court as may be necessary or as circumstances may require, the Total Settlement Fund shall be distributed to Authorized Claimants, subject to and in accordance with the following provisions of this Agreement. Each claimant shall have 60 days from issuance of payment by the Escrow Agent to cash their check, with any unclaimed or uncashed payments being distributed pursuant to ¶7.2.

7.4. Each claimant who declines to Opt Out from the Settlement Class shall be deemed to have submitted to the jurisdiction of the Court with respect to the claimant's claim, including, but not limited to, all releases provided for herein and in the Judgment.

7.5. The Released Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the distribution of the Total Settlement Fund, the Plan of Allocation, the determination, administration, or calculation of claims, the payment or withholding of Taxes or Tax Expenses, or any losses incurred in connection therewith. No Person shall have any claim of any kind against the Released Parties or counsel for Cigna with respect to the matters set forth in ¶7 hereof; and the Settlement Class Members, and Plaintiff's Counsel release the Released Parties from any and all liability and claims arising from or with respect to the administration, investment, or distribution of the Total Settlement Fund.

7.6. No Person shall have any claim against Cigna or the Released Parties, Cigna's counsel, Plaintiff's Counsel or the Settlement Administrator, or any other Person designated by Plaintiff's Counsel based on determinations or distributions made substantially in

accordance with this Agreement and the Settlement contained herein, the Plan of Allocation, or further order(s) of the Court.

7.7. It is understood and agreed by the Parties that any proposed Plan of Allocation of the Settlement Fund, including, but not limited to, any adjustments to an Authorized Claimant's claim set forth therein, is not a part of this Agreement and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in this Agreement, and any order or proceeding relating to the Plan of Allocation shall not operate to terminate or cancel this Agreement or affect the finality of the Court's Judgment approving this Agreement and the Settlement set forth herein, or any other orders entered pursuant to the Agreement.

7.8. In the event that the Total Settlement Fund is not exhausted after all claims have been distributed pursuant ¶7.2 within 180 days of the Effective Date because any Settlement Class Member who received a check did not cash it or other unmade payments, the Settlement Administrator shall determine the amount of funds remaining in the Total Settlement Fund, including interest earned but excluding taxes owed. The Settlement Administrator shall provide written notice of this amount to Plaintiff's Counsel and Cigna's counsel and, no later than twenty (20) calendar days after providing such written notice, the Settlement Administrator shall cause the amount remaining in the Total Settlement Fund to be contributed to the a charitable organization mutually agreed to by Plaintiff and Defendants following good faith discussion, and such amount will not be re-distributed to Settlement Class Members.

8. Opt Outs and Objections.

8.1. The Parties will request that the Court determine that the deadline for requesting exclusion from the Settlement Class ("Opt Out") be thirty (30) calendar days prior to the Final Approval Hearing ("Opt Out Deadline"). Putative Settlement Class Members have the

right to exclude themselves or “Opt Out” from this Settlement and from the Settlement Class by timely submitting a request to Opt Out in accordance with the Opt Out procedure approved by the Court and outlined in the Notice. Persons who properly request to Opt Out shall be excluded from this Settlement and from the Settlement Class. Within five (5) days after receiving an Opt Out request, the Settlement Administrator shall furnish the Parties with a complete list of all proper Opt Out requests. Any Person who does not properly request to Opt Out who would otherwise be considered a Settlement Class Member shall be deemed a Settlement Class Member and shall be bound by the terms of this Agreement and the Final Order and Judgment. Any Person who timely submits a request to Opt Out shall have until two (2) business days before the Final Approval Hearing to deliver to Plaintiff’s Counsel a written revocation of such request to Opt Out. Plaintiff’s Counsel shall timely apprise the Court of such revocations.

8.2. Settlement Class Members shall have until thirty (30) calendar days prior to the Final Approval Hearing to file, in the manner specified in the Notice, any written objection or other response to this Agreement.

9. Attorneys’ Fees and Costs and Lead Plaintiffs’ Payments.

9.1. Plaintiff’s Counsel may submit an application or applications (the “Fee and Expense Application”) from the Total Settlement Fund exclusively for: (a) an award of Attorneys’ Fees and expenses or charges in connection with prosecuting the *Srednicki* Action not to exceed a combined total of \$110,000 and (b) an Incentive Award not to exceed \$7,500 for Lead Plaintiff Srednicki (collectively, the “Fee and Expense Award”). Cigna shall not oppose Plaintiff’s Counsel’s Fee and Expense Application.

9.2. Any Fee and Expense Award, as awarded by the Court, shall be paid to Plaintiffs’ Counsel from the Total Settlement Fund immediately following such award. Plaintiff’s Counsel may thereafter allocate the Attorneys’ Fees among Plaintiff’s Counsel in a manner in

which it in good faith believes reflects the contributions of such counsel to the initiation, prosecution, and resolution of the *Srednicki* Action.

9.3. In the event that the Effective Date does not occur, or the Judgment or the order making the Fee and Expense Award is reversed or modified, or this Agreement is canceled or terminated for any other reason before the Final Approval Date, and such reversal, modification, cancellation or termination becomes Final and not subject to review, and in the event that the Fee and Expense Award has been paid to any extent, then Plaintiff's Counsel, and Lead Plaintiff Srednicki, within ten (10) business days from receiving notice of reversal or modification from a court of appropriate jurisdiction, or from Cigna's counsel, shall refund to the Total Settlement Fund all such fees and expenses previously paid to them from the Total Settlement Fund plus interest thereon at the same rate as earned on the Total Settlement Fund in an amount consistent with such reversal, modification, cancellation or termination. Any refunds required pursuant to this ¶9.3 shall be the joint and several obligation of Plaintiff's Counsel, and Lead Plaintiff Srednicki that received fees or expenses to make appropriate refunds or repayments to the Total Settlement Fund. Plaintiff's Counsel and Lead Plaintiff Srednicki, as a condition of receiving such fees and expenses, agrees to be subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this paragraph, and are jointly and severally liable for the full amount of all fees, expenses, and costs paid from the Total Settlement Fund. Cigna reserves the right to make applications to the Court to summarily issue orders, including, but not limited to, judgments and attachment orders, and may make appropriate findings of or sanctions for contempt, should such law firms or their partners, shareholders, members, or Plaintiffs fail to timely repay fees and expenses pursuant to this paragraph.

9.4. The procedure for and the allowance or disallowance by the Court of any applications by any Plaintiff's Counsel for the Fee and Expense Award to be paid out of the Total Settlement Fund is not part of the Settlement set forth in this Agreement and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in this Agreement, and any order or proceeding relating to the Fee and Expense Application, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the Judgment approving this Agreement and the Settlement of the *Srednicki* Action set forth therein.

9.5. Any fees and/or expenses awarded by the Court shall be paid solely from the Total Settlement Fund. With the sole exception of Cigna's obligation to pay or cause the Settlement Amount to be paid to the Escrow Account as provided for in ¶2.3(a), Released Parties shall have no responsibility for, and no liability whatsoever with respect to, any payment of Fee and Expense Award (including Taxes) to Plaintiff's Counsel, or any other counsel or Person who receives payment from the Total Settlement Fund.

9.6. Released Parties shall have no responsibility for, and no liability whatsoever with respect to, the allocation among Plaintiff's Counsel and/or any other Person who may assert some claim thereto of any of the Fee and Expense Award that the Court may make in the *Srednicki* Action.

9.7. The Released Parties shall have no responsibility for, and no liability whatsoever with respect to the Fee and Expense Award (including Taxes) incurred by or on behalf of any Settlement Class Member, whether or not paid from the Escrow Account.

10. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination.

10.1. The Effective Date of the Settlement shall be conditioned on the occurrence of all of the following events:

- (a) the Court has entered the Preliminary Approval Order;
- (b) Cigna has paid the Settlement Amount;
- (c) Cigna have not exercised their option to terminate the Agreement pursuant to ¶10.3 hereof;
- (d) the Court has entered the Judgment, or a judgment substantially in the form of Exhibit C attached hereto, following notice to the Settlement Class and the Settlement Hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure; and
- (e) the Judgment has become Final, as defined in ¶1.11 hereof.

10.2. If the conditions specified in ¶10.1 hereof are not met, then the Settlement shall be canceled and terminated subject to ¶¶10.4-10.8 hereof unless Plaintiff's Counsel and counsel for Cigna mutually agree in writing to proceed with the Settlement.

10.3. Cigna shall have the right to withdraw and terminate the Settlement and render it null and void in the event that 500 Persons who would otherwise be Settlement Class Members timely and validly Opt Out pursuant to ¶8.1. If Cigna choose to terminate the Agreement, they will deliver notice of the termination to the other Parties no later than five (5) calendar days prior to the Final Approval Hearing, or by such later date as shall be agreed upon in writing as between Plaintiff's Counsel and Cigna's counsel.

10.4. Each of the Parties shall have the right to terminate the Settlement and this Agreement by providing written notice of their election to do so to all other parties hereto within thirty (30) calendar days of: (a) the Court's declining to enter the Preliminary Approval Order in any material respect; (b) the Court's refusal to approve this Agreement or any material part of it,

including but not limited to failing to approve the Total Settlement Fund; (c) the Court's declining to enter the Judgment in any material respect; or (d) the date upon which the Judgment is modified or reversed in any material respect by the Court, Court of Appeals, or Supreme Court.

10.5. If, before the Settlement becomes Final, Cigna files for protection under the Bankruptcy Code, or any similar law, or a trustee, receiver, conservator, or other fiduciary is appointed under bankruptcy, or any similar law, and in the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money or any portion thereof to the Escrow Agent by Cigna to be a preference, voidable transfer, fraudulent transfer or similar transaction and any portion thereof is required to be returned to Cigna out of the Escrow Account, and such amount is not promptly placed in the Escrow Account by others, then, at the election of Plaintiffs, the Parties shall jointly move the Court to vacate and set aside the Judgment, including the releases pursuant thereto, and the Settlement and this Agreement shall terminate.

10.6. Unless otherwise ordered by the Court, in the event this Agreement is not approved or this Agreement or the Settlement is terminated, or canceled, or the Effective Date otherwise fails to occur for any reason, including, without limitation, in the event the Judgment is reversed or vacated or materially altered following any appeal taken therefrom, or is successfully collaterally attacked, within ten (10) business days after written notification of such event is sent by Cigna's counsel or Plaintiff's Counsel to the Escrow Agent, the Total Settlement Fund, less Taxes, Tax Expenses and Notice and Administration Expenses which have either been disbursed pursuant to ¶¶3.5 and 4 hereof, or are chargeable to the Total Settlement Fund pursuant to ¶¶3.5 and 4 hereof, shall be refunded by the Escrow Agent to Cigna. Such refunds shall be pursuant to written instructions from Cigna's counsel. The Escrow Agent or its designee shall apply for any tax refund owed on the Total Settlement Amount and pay the proceeds, after deduction of any fees

or expenses incurred in connection with such application(s) for refund to the same Persons in the same manner as the Total Settlement Fund described in this ¶10.6. Such payments shall be pursuant to written instructions from Cigna' counsel.

10.7. In the event that this Agreement is not approved or this Agreement or the Settlement is terminated, canceled, or the Effective Date otherwise fails to occur for any reason, the Parties shall be restored to their respective positions as of the date upon which the final party signs this Settlement Agreement. In such event, the terms and provisions of the Agreement, with the exception of ¶¶1, 3.13.3-4.3, 5.5, 9.3, 9.4, 10.4, 10.6, 10.8, 11.6, and 11.12 hereof, shall have no further force and effect with respect to the Parties and shall not be used in the *Srednicki* Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*. No order of the Court or modification or reversal on appeal of any order of the Court concerning the Plan of Allocation or any Fee and Expense Award shall operate to terminate or cancel this Agreement or constitute grounds for cancellation or termination of this Agreement.

10.8. If the Effective Date does not occur, or if this Agreement is terminated pursuant to its terms, neither Plaintiffs nor any of their counsel shall have any obligation to repay any amounts disbursed pursuant to ¶¶3.5 and 4. In addition, any amounts already incurred pursuant to ¶¶3.5 or 4 hereof at the time of such termination or cancellation but which have not been paid shall be paid by the Escrow Agent in accordance with the terms of this Agreement prior to the balance being refunded in accordance with ¶10.6 hereof.

11. Miscellaneous Provisions.

11.1. The Settlement Administrator will keep confidential from all persons, except as authorized in writing by a Settlement Class Member or as ordered by the Court, the identities of the Settlement Class Members and all other protected health information ("PHI"), as

defined by 45 C.F.R. § 160.103 and applicable state laws, of the Settlement Class Members, which includes names, addresses, and any other personally identifiable information that can be used on its own or combined with other information to identify, contact, or locate an individual, or to identify an individual in context. The Settlement Administrator shall maintain a unique member identifier system so that it can communicate with Settlement Class Members, Plaintiff's Counsel, Cigna, and Cigna's counsel to the extent needed to facilitate settlement administration. Any permitted disclosures of Settlement Class Member information under this Section or any other section of the Agreement shall be limited to the minimum necessary to satisfy the Agreement's requirements. Settlement Class Members who ask the Settlement Administrator for contact information for Plaintiff's Counsel shall be provided such information and a form prepared by the Settlement Administrator through which the Settlement Class Member can authorize the Settlement Administrator to share his or her identity and/or PHI with Plaintiff's Counsel to assist in answering questions or in facilitating the Settlement. Without limitation of the foregoing limitations and restrictions, Plaintiff's Counsel will ensure that the Settlement Administrator executes an agreement substantially in the form of Exhibit A to the protective order operative in this action, and all permitted disclosures of Settlement Class Members' information under this Settlement shall be subject to the additional protections governing PHI in that order, including that the Settlement Administrator does not divulge any PHI when providing Notice. Within sixty (60) days after completion of all payments and related settlement administration by the Settlement Administrator, the Settlement Administrator shall destroy all records of Settlement Class Members and any PHI related to this Agreement and provide a written certification of same to Plaintiff's Counsel and Cigna's counsel.

11.2. The Parties shall not be liable for any delay or non-performance of their obligations under this Agreement arising from any act of God, governmental act, act of terrorism, war, fire, flood, earthquake, explosion, or civil commotion. The performance of the parties' obligations under this Agreement, to the extent affected by such delay, shall be suspended for the period during which the cause, or the Parties' substantial inability to perform arising from the cause, persists.

11.3. This Agreement contains an entire, complete, and integrated statement of each and every term and provision agreed to by and among the Parties; it is not subject to any condition not provided for herein. This Agreement supersedes any prior agreements or understandings, whether written or oral, between and among the Parties regarding the *Srednicki* Action. This Agreement shall not be modified in any respect except by a writing executed by both Parties.

11.4. This Agreement was drafted with substantial input by all Parties and their counsel, and no reliance was placed on any representations other than those contained herein. The Parties agree that this Agreement shall be construed by its own terms, and not by referring to, or considering, the terms of any other settlement, and not by any presumption against the drafter.

11.5. The use of captions and headings in this Agreement is solely for convenience and shall have no legal effect.

11.6. Except as otherwise provided in this Agreement, it is expressly agreed and stipulated that the U.S. District Court, District of Connecticut shall have exclusive jurisdiction and authority to consider, rule upon, and issue a final order with respect to suits, whether judicial, administrative or otherwise, which may be instituted by any person, individually or derivatively, with respect to this Agreement.

11.7. Except as otherwise provided in this Agreement, each Settlement Class Member hereby irrevocably submits to the exclusive jurisdiction and venue of the U.S. District Court for the District of Connecticut for any suit, action, proceeding, case, controversy, or dispute relating to this Agreement and agrees not to assert by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of such Court, or that such Court is in any way an improper venue or an inconvenient forum. Furthermore, the Parties shall jointly request the Court to include the provisions of this Section in the order finally approving this Agreement.

11.8. This Agreement may be executed in counterparts, each of which shall constitute an original. Facsimile signatures shall be considered valid signatures as of the date thereof, although the original signature pages shall thereafter be appended to this Agreement.

11.9. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Lead Plaintiff Srednicki, Settlement Class Members, Plaintiff's Counsel and Cigna.

11.10. This Agreement and all agreements, exhibits, and documents relating to this Agreement shall be construed under the laws of the State of Connecticut, except that federal law shall apply to (i) fee applications made pursuant to this Agreement, and (ii) otherwise to the extent the federal law of the United States requires that federal law governs.

11.11. The provisions of this Agreement are intended to be severable. Should any provision be found illegal, invalid or unenforceable by any court of competent jurisdiction for any reason, it shall be severable from the remainder of this Agreement, and the remainder of this Agreement shall be unchanged and shall be read as if it did not contain the illegal invalid provision,

except that if the release in ¶6 is deemed invalid then Cigna shall have the option to void the remainder of this Agreement.

11.12. The Parties agree that this Agreement, in whole or in part, whether effective, terminated, or otherwise, or any of its provisions or any negotiations, statements, or proceedings relating to it in any way, shall not be construed as an admission of liability or wrongdoing or breach of any duty on the part of Cigna. This Agreement shall not be admissible as evidence of any kind in any proceeding except an action to enforce the terms of the Agreement. Without limiting the foregoing, neither this Agreement nor any related negotiations, statements or proceeding shall be construed as, offered as, received as, used as or deemed to be evidence of any waiver of any applicable defense or protection by Cigna. The Parties agree that this Section ¶11.12 shall survive the termination of this Agreement.

11.13. Except as required by the Parties in accordance with applicable law, rule, or regulation (e.g. securities law, rules, or regulations), to avoid contradictory, incomplete, or confusing information about the Settlement, the Parties agree to keep the Settlement and this Agreement confidential until it is filed with the Court. After filing with the Court, the Parties may only publicly comment on the Settlement as is necessary to effectuate the settlement, and in no event shall the Parties issue a written press release, statement to the media, or promotional material that references the existence or terms of the Agreement or the *Srednicki* Action without written approval by the Parties in advance and, where desired by the other Party, by joint statement. Such approval shall not be unreasonably withheld. Any Party can post basic, public facts already contained in the Notice concerning the existence of the Settlement, including a link to the Settlement website as set forth in ¶5.2 above, on its own website, can respond to inquiries initiated by the media, and in doing so may decline to comment, but otherwise shall only refer to the Notice

and/or defer to the court file in this the *Srednicki* Action, but shall not provide any further comment. Except as noted herein and by mutual agreement of the Parties, the Notice shall constitute the only broad-based communication with Settlement Class Members regarding the Agreement prior to the Final Approval Hearing. Notwithstanding, Plaintiff's Counsel can answer any inquiries initiated by Settlement Class Members and Plaintiff's Counsel may communicate freely with Plaintiffs. Cigna's employees may answer any routine question raised by a Settlement Class Member concerning clinical services provided or claims payment. Cigna and their counsel shall direct any inquiries regarding the Settlement initiated by Settlement Class Members to Plaintiff's Counsel or the Settlement Administrator. Nothing herein prohibits Plaintiff's Counsel from providing accurate, already public information about the Settlement in connection with documents filed with courts related to Plaintiff's Counsel's experience and qualifications, or, providing factual information in their biographies and CVs.

11.14. By the signature affixed hereto, each Party acknowledges that it, he, or she has read this Agreement, fully understands the agreements, representations, covenants, obligations, conditions, warranties, releases, and terms contained herein, and has had the advice of counsel pertaining thereto, prior to the time of execution.

11.15. Each Person signing this Agreement on behalf of a Party represents and warrants that he or she has all requisite power and authority to enter into this Agreement and to implement the transactions contemplated herein, and is duly authorized to execute this Agreement on behalf of that Party.

11.16. All notices to the Parties required under this Agreement (except for Notices to the Settlement Class) shall be sent by certified mail, return receipt requested, or by hand delivery

to the recipients designated below (or to later designated recipients). All notices shall be measured by the date of mailing.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized attorneys or agents on the dates set forth below.

Lead Plaintiff Aubrey Srednicki

  
\_\_\_\_\_  
Aubrey Srednicki

DATE: 2/9/23

  
\_\_\_\_\_  
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Craig A. Raabe (ct04116)  
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DATE: 2/9/23

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*Attorneys for Plaintiff*

Defendant Cigna Health and Life Insurance Company

By:

  
\_\_\_\_\_  
Mario Vangeli

DATE: February 8, 2023

  
\_\_\_\_\_  
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Warren Haskel  
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DATE: February 8, 2023

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*Attorneys for Cigna Health and Life Insurance Company*

# **Exhibit A**

**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. [REDACTED]

CLASS ACTION

**[PROPOSED] 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 \_\_\_\_\_, at \_\_\_\_\_ 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 \_\_\_\_\_. Class Counsel may file a response to any objections to the Motion for Final Approval or Fee Petition with the Court on or before \_\_\_\_\_.

**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 \_\_\_\_\_ 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 \_\_\_\_\_, 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 \_\_\_\_\_, which date is fourteen (14) 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 \_\_\_\_\_. 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 \_\_\_\_\_.
- b. Plaintiff's Counsel shall file papers in support of their Motion for Final Approval and Fee Petition with the Court on or before \_\_\_\_\_.
- c. Objections shall be filed on or before \_\_\_\_\_.

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

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Kari A. Dooley  
United States District Court

# **Exhibit B**

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF CONNECTICUT  
*Srednicki v. Cigna Health and Life Insurance Company*, Dkt. No. [REDACTED]

**If you were charged for laboratory services by Cigna HealthCare of Arizona, Inc., or its affiliates, on or after October 11, 2011, a class action lawsuit may affect your rights.**

A court authorized this Notice. It is not a solicitation from a lawyer.

A settlement has been proposed in a class action lawsuit pending in the United States District Court for the District of Connecticut. A description of the lawsuit and of who is a Class Member are set forth in ¶¶ 3 and 5 below. *If you received this Notice by mail and it was addressed to you, Cigna’s records indicate that you are a Class Member, subject to the exclusions below.*

*Your legal rights are affected whether you act or don’t act. Read this notice carefully.*

<b>YOUR LEGAL RIGHTS AND OPTIONS</b>	
<b>DO NOTHING; REMAIN IN THE CLASS AND RECEIVE COMPENSATION</b>	You do not need to do anything to stay in the Class and receive payment as detailed in paragraph 8 below under “WHAT BENEFITS ARE PROVIDED?”. You will be bound by all orders and judgments of the Court.
<b>EXCLUDE YOURSELF</b>	You may elect to remove yourself from this class action by following the steps outlined in paragraph 10 below under “EXCLUDING YOURSELF FROM THE CLASS” by [ <u>date</u> <b>30 days prior to Final Approval Hearing</b> ]. In that event, you will not receive payment, but you may pursue your own relief or participate in another lawsuit. This is the only option that allows you to be part of any other lawsuit against Cigna Health and Life Insurance Company and each of its subsidiaries, affiliates, officers, directors, employees and agents (collectively, “Cigna”), or against any employee welfare benefit plan insured and/or administered by Cigna, about the legal claims in this case.
<b>OBJECT</b>	Write to the Court about any aspect of the Settlement, request for attorneys’ fees or

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	request for lead plaintiff service award you don't think is fair, adequate, or reasonable. If you object to any aspect of the Settlement, you must submit a written Objection by <b>[_date 30 days prior to Final Approval Hearing].</b>
<b>Go to a Hearing</b>	Speak to the Court about the Settlement at the final approval hearing as detailed in paragraph __ below. If you object to any aspect of the Settlement, you must first submit a written Objection by the Objection Deadline noted above.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.

### BASIC INFORMATION

#### 1. Why was this notice issued?

This notice was issued because the Parties to a class action lawsuit have reached a proposed settlement, subject to Court approval. If you were charged for laboratory services by Cigna HealthCare of Arizona, Inc., or its affiliates, on or after October 11, 2011, your legal rights will be affected by this lawsuit. This notice explains your legal rights and options.

Judge Kari A. Dooley United States District Court for the District of Connecticut is overseeing this case. The case is known as *Srednicki v. Cigna Health and Life Insurance Company*, Case No. \_\_\_\_\_.

#### 2. What is a class action?

In a class action lawsuit, one or more people called “Class Representatives” (in this case, Aubrey Srednicki) sue on behalf of a class of persons having similar claims. Together, these people are called a “Class” or “Class members.” To avoid the need for multiple lawsuits, one court resolves the issues for all persons in the Class. Class actions allow persons to band together to collectively pursue relief against a defendant.

### THE CLAIMS IN THE LAWSUIT

#### 3. What is the lawsuit about?

Plaintiff Aubrey Srednicki alleges that Cigna HealthCare of Arizona, Inc. or its affiliates, including Cigna Medical Group, improperly calculated and charged deductible and co-insurance cost share to certain individuals covered by or entitled to receive benefits pursuant to employee welfare benefit plans insured by Cigna and/or for which Cigna administers claims for benefits. Specifically, Plaintiffs alleges that Cigna erroneously overcharged cost share with regard to services provided through Health Diagnostic Services (“HDL”), the internal laboratory for Cigna Medical Group that ceased operations in 2018; through LabCorp; and/or through Sonora Quest(the “Contested HDL Fees”). Plaintiff further alleges that in so doing, Cigna misrepresented the amount of cost share based on the Contested HDL Fees in explanation of

**Questions? Go to [www.website.com](http://www.website.com) or call (xxx) xxx-xxxx**

benefit forms and violated the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1000, et seq. (“ERISA”).

Cigna denies that it acted improperly and also asserts other defenses to Plaintiff’s claims.

**4. Has the Court decided who is right?**

No, the Court has not decided whether the Cigna is liable to Plaintiff or the Class. Cigna continues to deny that it has acted illegally in any fashion. However, after considering the risks and costs of further litigation, Plaintiff and Cigna have concluded that it is in everyone’s best interest that the Plaintiff’s claims be settled and dismissed on the terms of the Settlement. Plaintiff and her counsel believe that the terms and conditions of the Settlement are fair, reasonable, adequate, and equitable, and that the Settlement is in the best interest of the Settlement Class.

**WHO IS IN THE CLASS?**

**5. Am I part of the Class?**

You are included in this lawsuit as a “Class Member” if:

- a. you were enrolled in an employee welfare plan established and maintained under ERISA that was insured by Cigna Health and Life Insurance Company or its subsidiaries or affiliates and/or for which those Cigna entities administered claims for benefits (a “Plan”); and
- b. you received laboratory services from LabCorp and/or Sonora Quest through Cigna HealthCare of Arizona, Inc., Cigna Medical Group, or Health Diagnostics Laboratory, on or after October 7, 2011; and
- c. your deductible or co-insurance cost share for such services was greater than the amount you would have owed had your cost-sharing responsibility been based on the amount paid by Cigna HealthCare of Arizona, Inc., Cigna Medical Group, or Health Diagnostics Laboratory to LabCorp and/or Sonora Quest for those services.

If you received this Notice by mail and it was addressed to you, Cigna’s records indicate that you are a Class Member, subject to the exclusions below.

**6. Are there exceptions to being included?**

Yes, specifically excluded from the class definition 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 ¶ 10 below.

**7. I’m still not sure if I am included?**

If you are still not sure whether you are included, you can get free help at [www.Website.com](http://www.Website.com), by calling toll-free (xxx) xxx-xxxx, or by writing to *the Srednicki Lab Settlement Class Action* Notice Administrator, P.O. Box xxxx, City, ST ZIP

**Questions? Go to [www.website.com](http://www.website.com) or call (xxx) xxx-xxxx**

## **WHAT BENEFITS ARE PROVIDED UNDER THE SETTLEMENT?**

### **8. What benefits are provided to Class Members under the terms of the Settlement?**

If you are a Class Member and you do not opt-out of the class (as discussed in ¶ 10 below), you are automatically entitled to receive compensation as set forth below assuming that the Settlement Administrator has your current address. Cigna has provided the last known address it has for all Class Members from its records. If Cigna has your current address, you do not need to take any additional steps or file any form to receive these benefits. You may update your address by contacting the Settlement Administrator at [[website](#)] or [[xxx-xxx-xxxx](#)].

Under the terms of the Settlement, Cigna has agreed to pay a total of three hundred thousand dollars (\$300,000.00), inclusive of all benefits to be paid to Class Members; attorneys' fees, expenses and costs and a lead plaintiff award as discussed in ¶ 13 below; all costs to the Settlement Administrator of administering the Settlement; and all other costs and expenses related to the Settlement.

The parties have conferred and reviewed Cigna's internal data to ascertain the amount of Contested HDL Fees that each individual Class Member suffered under Plaintiff's theory of this case. Based upon preliminary calculations by Class Counsel, Class Counsel presently anticipate that, barring unforeseen circumstances, each Class Member who does not opt out will receive a Settlement award in the amount of the entire Contested HDL Fees paid by that Class Member. Moreover, any Class Member who paid less than \$5 in total Contested HDL Fees will receive a minimum total payment of \$5. Class Counsel do not presently expect that the foregoing payments to Class Members will be reduced by any award by the Court of attorneys' fees, expenses and costs or of a lead plaintiff award, or by any other costs or expenses connected to the Settlement. However, the final amounts paid to each Class Member are subject to adjustment as warranted by unanticipated costs related to the Settlement. If the total cost of the Settlement (including the amount awarded for class counsel fees, expenses and costs and class representatives' awards, costs to the Settlement Administrator of administering the Settlement; and all other costs and expenses related to the Settlement) would cause the total settlement value to exceed \$300,000, the value of all payments to Class Members will be reduced pro rata.

Full details of the benefits provided are set forth in the Settlement Agreement available at [[www.WEBSITE.com](#)] or by calling [[xxx-xxx-xxxx](#)]. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

## **IF YOU DO NOTHING**

### **9. What happens if I do nothing?**

If you do nothing and you paid a Contested HDL Fee, you will be included in the Settlement Class and will receive payment as described in ¶ 8 above. You will not be able to pursue any other lawsuit against Cigna or any Plan of which you were or are a member concerning or relating to the claims alleged in this lawsuit.

**Questions? Go to [www.website.com](#) or call [\(xxx\) xxx-xxxx](#)**

## EXCLUDING YOURSELF FROM THE CLASS

### 10. How do I get out of the class?

To exclude yourself from the class, you must no later than [deadline] go to [www.Website.com](http://www.Website.com), click on “Exclude Yourself” and fill out an electronic form, or send a letter by mail saying that you want to be excluded from *Srednicki v. Cigna Health and Life Insurance Company*. Be sure to include your name, address, telephone number, and your signature. If you send a letter, you must mail your exclusion request postmarked no later than [deadline] to:

**[administrator address]**

If you ask to be excluded, you will not get any payment discussed in ¶ 8 above, and you will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Cigna in the future or pursue other relief for what is alleged in this case. **Unless you exclude yourself, you may not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Cigna or any Plan in which you were or are a member about any matters that are at issue in this case, ever again.**

## THE LAWYERS REPRESENTING YOU

### 11. Do I have a lawyer if I remain in this case?

Yes. The Court has appointed the law firms of Motley Rice LLC and Izard Kindall & Raabe LLP as Class Counsel to represent all Class members who remain in the case. Their contact information is below:

MOTLEY RICE LLC  
28 Bridgeside Blvd.  
Mt. Pleasant, SC 29464  
(843) 216-9000  
[www.motleyrice.com](http://www.motleyrice.com)

IZARD KINDALL & RAABE LLP  
29 South Main Street, Suite 305  
West Hartford, CT 06107  
(860) 493-6292  
[www.ikrlaw.com](http://www.ikrlaw.com)

### 12. Should I get my own lawyer?

If you remain in the case, Class Counsel will represent you and all other Class members in this lawsuit. If you wish, you may hire your own lawyer to represent you at your own expense.

### 13. How will the lawyers be paid?

Class Counsel will ask the Court for combined attorneys’ fees, expenses and costs of up to \$110,000. Class Counsel will also ask the Court for a lead plaintiff Service Award in the amount of \$7,500 to be paid to Class Representative Aubrey Srednicki. As set forth in ¶ 8 above, Class Counsel do not anticipate that any such award of attorneys’ fees, expenses and costs or of a lead plaintiff service award will reduce payment to Class Member of the expected benefit in the amount of the full Contested HDL Fees (or, where the total Contested HDL Fees is less than \$5, a payment of \$5). However, if the amount awarded for class counsel fees, expenses and costs and class representatives’ awards, when combined with payments to Class Members are all other costs and expenses of administering the Settlement, would cause the total settlement value to exceed \$300,000, the value of all payments to class members will be reduced pro rata.

**Questions? Go to [www.website.com](http://www.website.com) or call (xxx) xxx-xxxx**

## OBJECTING TO THE PROPOSED SETTLEMENT

### 14. How do I tell the Court that I do not like the proposed Settlement?

If you are a Class Member and you do not exclude yourself (see ¶ 10 above), you can object to the proposed settlement if you do not think the proposed settlement is fair, reasonable or adequate. You may also object to any request by Class Counsel for attorneys' fees or for a Service Award for the Class Representative.

You can ask the Court to deny approval of the proposed Settlement or any requested attorneys' fees or the Class Representative award by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval to the Settlement, no Settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. The Court can approve the Settlement while disallowing or reducing any requested attorneys' fees or Class Representative award.

Any objection must be in writing. You may also appear at the Final Approval Hearing (as discussed in ¶ 16 below), either in person or through your own attorney, at your own expense, if the Court allows. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must: (1) clearly identify the case name and number (*Srednicki v. Cigna Health and Life Insurance Company*, Dkt. No. [REDACTED]); (2) identify the objector's full name, address, email address, and telephone number; (3) provide an explanation of the basis upon which the objector claims to be a Settlement Class Member; (4) identify all grounds for the objection, accompanied by any legal support for the objection; (5) include the identity of all counsel who represent the objector in relation to the objection (even if not appearing), including any former or current counsel who may seek compensation for any reason related to the objection to the Settlement, the fee application, or the application for Service Awards; (6) include a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; (7) include a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; (8) include all documentary evidence that will be offered at the Final Approval Hearing in support of the objection; (9) identify all counsel representing the objector who will appear at the Final Approval Hearing; (10) include the objector's signature (an attorney's signature is not sufficient); (11) be submitted to the Court either by mailing them to the Clerk of the United States District Court for the District of Connecticut, by e-filing by an authorized e-filer, or by filing them in person at the United States District Court for the District of Connecticut, with a copy to Cigna Counsel and Settlement Class Counsel; and (12) be filed or postmarked on or before [DATE].

If you object and the settlement is approved, you will still be entitled to receive benefits under the settlement if you qualify.

### 15. What is the difference between objecting a requesting to be excluded?

Objecting is simply telling the Court that you do not like something about the proposed settlement. You can object only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be included in the Settlement Class. If you exclude yourself, you have no basis to object to the settlement because the settlement no longer affects you. If you object, and the Court approves the settlement anyway, you will still be legally bound by the result.

Questions? Go to [www.website.com](http://www.website.com) or call (xxx) xxx-xxxx

## THE COURT'S FINAL APPROVAL HEARING

### 16. When is the Court's hearing concerning final approval of the Settlement?

The Court will hold a Final Approval Hearing on \_\_\_\_\_, 2023 at \_\_\_\_ [a.m./p.m.] at the United States District Court, District of Connecticut, 915 Lafayette Boulevard, Bridgeport, Connecticut 06604, Courtroom 4. The date of the hearing may change, and the hearing may be held by virtual video conferencing. If you plan to attend, please check the settlement website at [settlement website address] or the Court's electronic docket or contact the Court Clerk's Office to confirm the date of the hearing and whether the hearing will be in-person or by video conferencing.

At this hearing, the Court will consider whether the proposed settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court may listen to people who have submitted timely requests to speak at the hearing. The Court may also decide how much Settlement Class Counsel will receive as attorneys' fees and expenses, and the amount of the Service Awards, if any, the Class Representative will receive. At or after the hearing, the Court will decide whether to approve the proposed settlement. We do not know how long these decisions will take.

### 17. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to attend at your own expense. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection on time, the Court will consider it.

### 18. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in the *Srednicki v. Cigna Health and Life Insurance Company* case." You must include your name, address, telephone number and your signature, and your letter must identify the points you wish to speak about at the hearing, enclose copies of any documents you intend to rely on at the hearing, and state whether you intend to have a lawyer speak on your behalf. If you wish to speak in objection to the Settlement, you must also follow the requirements set forth in ¶ 14 above. You or your lawyer cannot speak at the hearing if you have excluded yourself from the settlement.

## GETTING MORE INFORMATION

### 19. Is more information about the lawsuit available?

Yes. This notice summarizes the proposed Settlement. For precise terms and conditions of the Settlement, please see the Settlement Agreement available at [website]. Additional information, including copies of documents filed with the Court, is also available at [website]. You may also call the Settlement Administrator toll-free at (xxx) xxx-xxxx or write to Settlement Administrator, P.O. Box xxxx, City, ST ZIP, or contact Class Counsel as set forth in ¶ 11 above. The full docket is also available electronically at the Connecticut CM/ECF site for those with PACER logins, or you may visit the Court Clerk's office at the United States District Court, District of Connecticut, 915 Lafayette Boulevard, Bridgeport, Connecticut 06604.

**Questions? Go to [www.website.com](http://www.website.com) or call (xxx) xxx-xxxx**

# Exhibit C

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. [REDACTED]

CLASS ACTION

**[PROPOSED] FINAL APPROVAL OF THE SETTLEMENT AGREEMENT; FINAL  
JUDGMENT; AWARD OF ATTORNEYS' FEES, EXPENSES, AND  
INCENTIVE AWARD; AND ORDER OF DISMISSAL WITH PREJUDICE**

**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**, on [REDACTED], this Court entered a Preliminary Approval Order (DE [REDACTED]) that conditionally certified pursuant to Federal Rule of Civil Procedure 23, for settlement purposes only, a class consisting of:

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 Diagnostics 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 Diagnostics Laboratory to LabCorp and/or Sonora Quest for those services (the “Settlement Class”).

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) the persons listed on Exhibit 1 hereto who have opted out of the Settlement.

**WHEREAS**, in the Preliminary Approval Order, the Court approved the form and content of the Notice of Proposed Class Action Settlement and Final Approval Hearing (“Notice”) directed to members of the Class;

**WHEREAS**, during the period of [REDACTED] through [REDACTED], Rust Consulting (the “Settlement Administrator”) caused the Notice to be mailed to all members of the Class, which informed members of the Settlement Class of the Settlement terms and that the Court would consider the following issues at the Final Approval Hearing: (i) whether the Court should grant final approval to the Settlement; (ii) the amount of attorneys’ fees, costs, and expenses to be awarded to Class Counsel; (iii) whether to approve the payment of the Incentive Award to the Class Representative and the amount of the Incentive Award; and (iv) any objections by members of the Class to any of the above that were timely and properly served in accordance with the Preliminary Approval Order;

**WHEREAS**, on [REDACTED], the Settlement Administrator established a Settlement website that included information about the Settlement and Class Members’ rights and options;

**WHEREAS**, the Settlement Administrator provided notice to the appropriate state and federal officials under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715;

**WHEREAS**, on [REDACTED], Plaintiffs moved unopposed for final approval of the Settlement Class (“Plaintiffs’ Motion for Final Approval”);

**WHEREAS**, on [REDACTED], Class Counsel filed an application [REDACTED] for attorneys’ fees and expenses (the “Fee Application”);

**WHEREAS**, this Court finds that the papers are detailed and sufficient to rule on Plaintiffs’

Motion for Final Approval and the Fee Application on the papers; and

**WHEREAS**, this Court, having heard from Class Counsel on behalf of the Settlement Class, and from Defendant’s Counsel, and having reviewed all other arguments and submissions presented by all interested persons and entities with respect to the Settlement and the Fee Application; and

**WHEREAS**, all capitalized terms used herein have the meanings set forth and defined in the Settlement Agreement and Release dated [REDACTED] (the “Settlement Agreement”) it is hereby

**ORDERED, ADJUDGED, DECREED, AND FOUND THAT:**

1. This case arises out of the putative class action complaint filed in the U.S. District Court for the District of Connecticut, Case No. 3:17-cv-1693, by Lead Plaintiff Jeffrey Neufeld, on behalf of himself and the putative class, against Cigna, on October 6, 2017 (the “*Neufeld* Action”).

2. The putative class action complaint in the *Neufeld* Action has been amended four times, on December 17, 2017, September 24, 2018, August 6, 2019, and March 10, 2020. As a result of those amendments, additional *Neufeld* Lead Plaintiffs were added, including Srednicki.

3. Plaintiffs in the *Neufeld* Action allege that Cigna improperly calculated and charged cost share to Plan Members for services provided by third party vendors CareCentrix, eviCore, and Linkia, violated the written terms of ERISA plan documents, and misrepresented the Cost Share based on CareCentrix’s, eviCore’s, or Linkia’s charges in explanation of benefit forms, and that in so doing Cigna violated the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1000, *et seq.* (“ERISA”) and the other state and federal laws.

4. In the *Neufeld* Action, Srednicki brought ERISA claims related to laboratory services provided through Cigna Medical Group in the *Neufeld* Action. Srednicki alleged that

Cigna HealthCare of Arizona, Inc. or its affiliates, including Cigna Medical Group, improperly calculated and charged cost share, in the form of deductible or co-insurance to Cigna plan members for services provided through Health Diagnostic Services (the internal laboratory for Cigna Medical Group that ceased operations in 2018, or “HDL”) and LabCorp and/or Sonora Quest (the “Contested HDL Fees”). Srednicki further alleges that Cigna violated the written terms of ERISA plan documents, and misrepresented the cost share based on the Contested HDL Fees in explanation of benefit forms, and that in so doing Cigna violated the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1000, *et seq.* (“ERISA”) and other state and federal laws.

5. Srednicki and Cigna, by and through their Counsel, engaged in extensive settlement negotiations and agreed to settle Srednicki’s claims related to laboratory services provided through Cigna Medical Group in the *Neufeld* Action.

6. On [REDACTED], the Srednicki and Cigna executed the Settlement Agreement.

7. On [REDACTED], Lead Plaintiff Srednicki withdrew from the *Neufeld* Action pursuant to the Settlement Agreement.

8. On [REDACTED], Srednicki filed this action, on behalf of herself and the putative class, in the U.S. District Court for the District of Connecticut, Case No. [REDACTED] (the “Action”) pursuant to the Settlement Agreement. The Action asserts ERISA claims related to laboratory services provided through Cigna Medical Group that she previously alleged in the *Neufeld* Action.

9. The Settlement Agreement provides substantial and meaningful relief to the Settlement Class, including the payment three hundred thousand dollars (\$300,000) to Plaintiffs pursuant to the Settlement Agreement.

10. The Settlement Agreement provides for a settlement under which members of the Settlement Class will receive a *pro rata* payment from the Total Settlement Fund based on the

difference of: (1) the aggregate amount of each member's cost share for laboratory services provided through Cigna HealthCare of Arizona, Inc., Cigna Medical Group, or Health Diagnostics Laboratory; and (2) the aggregate amount of cost share for laboratory services provided through Cigna Medical Group had cost share been calculated using the rates Cigna HealthCare of Arizona, Inc., Cigna Medical Group, or Health Diagnostics Laboratory paid LabCorp and/or Sonora Quest. Notwithstanding the foregoing, any claims for services that a class member may have had in which the rates paid to LabCorp and/or Sonora Quest were greater than the rates of Cigna HealthCare of Arizona, Inc., Cigna Medical Group, or Health Diagnostics Laboratory will be excluded from the calculation of the *pro rata* payment from the Total Settlement Fund described in the preceding sentence and there will be a minimum base distribution (before any *pro rata* reduction) of \$5 for each member of the Settlement Class.

11. The Settlement Class as provided in the Preliminary Approval Order is conditionally certified pursuant to Federal Rule of Civil Procedure 23(a), (b)(1) and (b)(3) for the purposes of the Settlement only. The Court finds, in the specific context of this Settlement, that the following requirements are met: (a) the number of Settlement Class members is in the thousands and is so numerous that joinder of all Settlement Class members is impracticable; (b) there are questions of law and fact common to the Settlement Class members; (c) Lead Plaintiff Srednicki's claims are typical of the claims of the Settlement Class members she seeks to represent for purposes of this Settlement; (d) Lead Plaintiff Srednicki and Class Counsel have fairly and adequately represented the interests of the Settlement Class and will continue to do so; (e) prosecuting separate actions would create a risk of inconsistent or varying adjudications with respect to individual Settlement Class members that would establish incompatible standards of conduct for Defendant; (f) Defendant has acted on grounds with respect to laboratory services

provided through Cigna Medical Group that apply generally to the Settlement Class, so that the benefits provided in the Settlement Agreement are appropriate for the Settlement Class as a whole; (g) questions of law and fact common to the Settlement Class members predominate over any questions affecting any individual Settlement Class member with respect to laboratory services provided through Cigna Medical Group; and (h) a class action provides a fair and efficient method for settling the controversy under the criteria set forth in Rule 23. Excluded from the Settlement Class are those Persons who would otherwise be Settlement Class members listed in Exhibit 1 hereto, whose requests to Opt Out from the Settlement Class are hereby accepted by the Court.

A. The Court also concludes that, because the Action is being settled rather than litigated, the Court need not consider manageability issues that might otherwise be presented by trial of a class action involving the issues in the Action.

B. For the purposes of Settlement only, Plaintiff Aubrey Srednicki is confirmed as the Class Representative of the Settlement Class, and Robert A. Izard, Craig A. Raabe, and Christopher M. Barrett of Izard, Kindall & Raabe, LLP, and William H. Narwold, Mathew Jasinski, and Meghan Oliver of Motley Rice LLC are confirmed as Co-Lead Class Counsel.

12. Notice to the members of the Settlement Class required by Federal Rule of Civil Procedure 23 has been provided as directed by this Court in the Preliminary Approval Order, and such notice having constituted the best notice practicable, including, but not limited to, the forms of notice and methods of identifying and providing notice to the members of the Settlement Class, has satisfied the requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, and all other applicable laws.

13. Defendant has complied with the Class Action Fairness Act of 2005, 28 U.S.C. §1715, *et seq.* Defendant, through the Settlement Administrator, timely mailed notice of the Settlement pursuant to 28 U.S.C. §1715(b), including notices to appropriate state and federal officials under the Class Action Fairness Act. The notice contains the documents and information required by 28 U.S.C. §1715(b)(1)-(8). The Court finds that Defendant has complied in all respects with the requirements of 28 U.S.C. §1715.

14. Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, the Court hereby fully and finally approves the Settlement set forth in the Settlement Agreement in all respects, and finds that the Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the Settlement Class. Plaintiffs and Defendant are directed to promptly consummate the Settlement in accordance with the Settlement Agreement and all of its terms.

15. The Settlement shall not be deemed to constitute an admission or finding of liability or wrongdoing or breach of any duty or a concession that a class action could be certified in other contexts, such as the *Neufeld* Action, on the part of Cigna or the Released Parties.

16. The Action is hereby dismissed, with prejudice, on the merits, as against the Defendant, on the terms and conditions set forth in the Settlement Agreement, and without costs to any party except as provided herein and in the Settlement Agreement.

17. Plaintiffs, each Settlement Class member, and each Releasing Party who are not listed in Exhibit 1 shall be deemed to have, and by operation of this Final Approval Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties in the manner(s) set forth in Section 6 of the Settlement Agreement.

18. Plaintiffs, each Settlement Class member, and each Releasing Party who are not listed in Exhibit 1 are forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting the Released Claims against any of the Released Parties.

19. An Incentive Award is hereby awarded to the Class Representative in the amount of \$ [REDACTED], to be deducted from the Total Settlement Fund.

20. Class Counsel are hereby awarded (i) attorneys' fees in the amount of \$ [REDACTED] ( [REDACTED] % of the Total Settlement Fund) plus (ii) reimbursement of their reasonable expenses or charges in the amount of \$ [REDACTED], to be deducted from the Total Settlement Fund.

21. The award of attorneys' fees to Class Counsel shall be allocated among Class Counsel in a fashion that Co-Lead Class Counsel in good faith believes reflects the contributions of Class Counsel to the initiation, prosecution, and resolution of the *Srednicki* Action.

22. In making its award of attorneys' fees and reimbursement of expenses, in the amounts described in paragraph [REDACTED] above, the Court has considered and finds as follows:

- a. The Settlement has provided significant relief to the Settlement Class;
- b. The Notice and Summary Notice constituted the best notice practicable to Settlement Class members consistent with the requirements of due process;
- c. The Action involves complex factual and legal issues and, in the absence of the Settlement, would involve further lengthy proceedings and uncertain resolution of such issues;

- d. Had the Settlement not been achieved, there would remain a significant risk that the Settlement Class may have recovered less or nothing from Defendant, and that any recovery would have been significantly delayed; and
- e. The amount of attorneys' fees and reimbursable expenses awarded to Class Counsel, the Incentive Award awarded to the Class Representative, and the Plan of Allocation are fair and reasonable.

23. Defendant and the Released Parties shall not be liable for any additional fees or expenses for Class Counsel or counsel of any Plaintiffs or Settlement Class members in connection with the Action, beyond those expressly provided in the Settlement Agreement.

24. Any appeal or challenge affecting the approval of: (a) the Plan of Allocation and/or (b) this Court's approval regarding any attorneys' fees, expenses, or Service Awards shall in no way disturb or affect the finality of the other provisions of this Judgment nor the Effective date of the Settlement.

25. By reason of the Settlement, and approval hereof, there is no just reason for delay and this Final Order and Judgment shall be deemed a final judgment pursuant to the Federal Rules of Civil Procedure.

26. Jurisdiction is reserved, without affecting the finality of this Final Approval Order and Judgment, over:

- a. Effectuating the Settlement and the terms of the Settlement Agreement, including the payment of Plaintiffs' counsel's attorneys' fees and reimbursement of expenses, including any interest accrued thereon;
- b. Supervising all aspects of the administration of the Settlement;

- c. Determining whether, in the event an appeal is taken from any aspect of this Final Approval Order and Judgment, notice should be given at the appellant's expense to some or all Settlement Class members apprising them of the pendency of the appeal and such other matters as the Court may order;
- d. Enforcing and administering the Settlement Agreement and the Settlement, including any releases executed in connection therewith, and the provisions of this Final Approval Order and Judgment;
- e. Adjudicating any disputes that arise under the Settlement Agreement; and
- f. Any other matters related or ancillary to the foregoing.

27. The above-captioned Action is hereby dismissed in its entirety with prejudice.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

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Honorable Kari A. Dooley  
United States District Court