

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the “Settlement Agreement”) is entered into by and between Plaintiffs Christopher Walker (“Walker”), Kim Sterling (“Sterling”), and Ernie Fisher (“Fisher”) (collectively, “Plaintiffs”), for themselves and the Settlement Class Members (as defined below), on the one hand, and Highmark BCBS Health Options Inc. (“Highmark Health Options”) and Cotiviti, Inc. (“Cotiviti”) (collectively, “Defendants”), on the other hand. This Settlement Agreement is intended to resolve the claims and defenses in *Walker v. Highmark BCBS Health Options Inc.; Cotiviti, Inc.*, Case No. 20-cv-1975 (United States District Court, Western District of Pennsylvania) (the “Action”). Plaintiffs and Defendants in this Settlement Agreement may be referred to individually as a “Party” and collectively as the “Parties.”

### **I. RECITALS**

**1.01** On November 30, 2020, Walker filed a one-count putative Class Action Complaint in the Court of Common Pleas, Allegheny County, Pennsylvania, alleging violations of the Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.* (“TCPA”), arising from certain calls allegedly made by, or on behalf of, Highmark Health Options. Highmark Health Options removed the case to the Western District of Pennsylvania, and Walker subsequently amended his pleadings, including by filing the Second Amended Class Action Complaint, adding Cotiviti, on December 1, 2021, and the Third Amended Class Action Complaint adding Sterling and Fisher, on November 16, 2022 (the “Complaint”).

**1.02** The Parties have engaged in significant in-person, telephonic, and written arms-length settlement negotiations, including at a full-day mediation on July 27, 2022 through which the Parties reached the instant settlement.

**1.03** Based on their investigation and negotiations, which included Class Counsel’s

extensive review of data produced by Defendants during discovery and consideration of the sharply contested issues involved; the risks, uncertainty and cost of further prosecution of this litigation; and the substantial benefits to be received by Settlement Class Members pursuant to this Settlement Agreement, Class Counsel and Plaintiffs have concluded that a settlement with Defendants on the terms set forth herein is fair, reasonable, adequate and in the best interests of the Settlement Class Members.

**1.04** Defendants deny all material allegations in the Complaint and specifically dispute that they violated the TCPA in any respect, including but not limited to the application of the exemptions or exceptions to the TCPA and Plaintiffs and putative class members' entitlement to any relief. Nevertheless, given the risks, uncertainties, burden, and expense of continued litigation, Defendants have agreed to settle this litigation on the terms set forth in this Settlement Agreement, subject to Court approval.

**1.05** The Parties understand, acknowledge, and agree that the execution of this Settlement Agreement constitutes the settlement and compromise of disputed claims. This Settlement Agreement is inadmissible as evidence against any Party except to enforce the terms of the Settlement Agreement and is not an admission of wrongdoing or liability on the part of any Party to this Settlement Agreement. The Parties desire and intend to effect a full, complete and final settlement and resolution of all existing disputes and claims as set forth herein.

**1.06** The terms of this Settlement Agreement are subject to preliminary approval and final approval by the Court. The Parties intend this Settlement Agreement to fully, finally and forever resolve, discharge and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

## II. DEFINITIONS

**2.01** “Action” means the action described by the Complaint (and all prior versions of the Complaint) filed by Plaintiffs in the Western District of Pennsylvania, captioned *Walker v. Highmark BCBSD Health Option Inc.; Cotiviti, Inc.*, Case No. 20-cv-1975.

**2.02** “Agreement” or “Settlement Agreement” means this Settlement Agreement and Release, including any exhibits or attachments.

**2.03** “Approved Claims” means claims that have been validly completed, timely submitted, and approved for payment.

**2.04** “CAFA Notice” refers to the notice requirements imposed by 28 U.S.C. § 1715(b).

**2.05** “Call” or “Calls” means outbound calls made by Highmark Health Options, or on its behalf by Cotiviti, to Settlement Class Members as part of any calling campaign for which Defendants used an artificial or prerecorded voice, except a COVID Campaign (defined below).

**2.06** “Cash Award” means a cash payment to an eligible Settlement Class Member.

**2.07** “Claim Form” means the claim form substantially in the form attached hereto as Exhibit A.

**2.08** “Claims Deadline” means ninety (90) days from the Class Notice Date.

**2.09** “Claims Period” means the 90-day period that begins on the Class Notice Date.

**2.10** “Claims Administrator” means Epiq Global, subject to Court approval.

**2.11** “Class Counsel” means Jeremy M. Glapion of The Glapion Law Firm, LLC.

**2.12** “Class Member Calls List” means the list of all telephone numbers to which, during the Class Period, Highmark Health Options placed (or had placed on its behalf by Cotiviti) a telephone call using a pre-recorded or artificial voice (1) when such a call to that telephone number had previously resulted in (a) a “WRONG\_NUMBER” disposition or (b) a “MSG\_DECLINED”

disposition without a subsequent disposition of “CORRECT\_PERSON” or “MSG\_HUMAN” and (2) when at least one subsequent call to that telephone number had the disposition “WRONG\_NUMBER”, “MSG\_MACHINE”, “CORRECT\_PERSON”, “MSG\_HUMAN”, “HANGUP”, “NO\_CONTINUE”, or “MSG\_DECLINED”. The Class Member Calls List will also include the total number of telephone calls placed to each telephone number from the first instance of “WRONG\_NUMBER”, “MSG\_MACHINE”, “CORRECT\_PERSON”, “MSG\_HUMAN”, “HANGUP”, “NO\_CONTINUE”, or “MSG\_DECLINED” through the end of the Class Period, and the dates of each such calls, excluding any COVID Campaign calls.

Plaintiffs and their counsel agree that they: (a) will use and/or disclose the numbers in the Class Member Calls List only for the administration of the Settlement of this suit; (b) will not use and/or disclose any other telephone number, call result information, or any other call data, information, or documents produced in discovery of this action for any other purpose; and (c) will destroy all records of all other phone numbers, names, addresses, and other personally identifiable information produced in discovery in this action.

**2.13** “Class Notice” means the notice specified in Section VII of this Settlement Agreement. Class Notice shall be substantially in the form attached hereto collectively as Exhibit B, subject to the Court’s approval.

**2.14** “Class Notice Date” means forty-five (45) days after a Preliminary Approval Order is issued.

**2.15** “Class Period” means November 30, 2016, through Preliminary Approval.

**2.16** “Class Representatives” means Plaintiffs Walker, Sterling, and Fisher.

**2.17** “Complaint” means the Third Amended Class Action Complaint, filed on November 16, 2022.

**2.18** “Court” means the United States District Court for the Western District of Pennsylvania.

**2.19** “COVID Campaign” means a campaign identified in Defendants’ records as

- (a) HHO\_COVIDVAC\_SP;
- (b) HHO\_COVIDVAC\_PEDI\_SP;
- (c) HHO\_COVIDVAC\_REM\_ADULT\_SP;
- (d) HHO\_COVIDVAC\_REM\_PEDI\_SP; or
- (e) HHO\_RM\_CALL\_SP.

**2.20** “Effective Date” means the date on which the Judgment becomes final as provided in Section 11.01.

**2.21** “Eligible Call” means a Call, as defined above, that Defendant Highmark BCBSD Health Options Inc. placed (or which Defendant Cotiviti, Inc. placed on its behalf) to a member of the Settlement Class using a pre-recorded or artificial voice, and resulting in a “WRONG\_NUMBER”, “MSG\_MACHINE”, “CORRECT\_PERSON”, “MSG\_HUMAN”, “HANGUP”, “NO\_CONTINUE”, or “MSG\_DECLINED” disposition, after a Call resulting in a “WRONG\_NUMBER” or “MSG\_DECLINED” had been made to the same telephone number.

**2.22** “Escrow Account” means a non-interest-bearing account established at a financial institution, by the Claims Administrator, into which monies shall be deposited as set forth by this Settlement Agreement.

**2.23** “Final Approval Hearing” means the hearing held by the Court to determine whether to finally approve the Settlement Agreement as fair, reasonable, and adequate.

**2.24** “Final Approval Order” means the order to be submitted to the Court in connection with the Final Approval Hearing.

**2.25** “Final Distribution Date” means the earlier of (1) the date as of which all the checks for Cash Awards have been cashed, or (2) 210 days after the date on which the last check for a Cash Award was issued.

**2.26** “Objection Deadline” means forty-five (45) days from the Class Notice Date.

**2.27** “Opt-Out Deadline” means forty-five (45) days from the Class Notice Date.

**2.28** “Preliminary Approval Order” means the order by the Court granting preliminary approval to this Settlement.

**2.29** “Released Claims” means the releases identified in Section XII.

**2.30** “Released Parties” means Defendants, their predecessors (including but not limited to Eliza Corporation), successors, assigns, parent companies (including but not limited to Highmark BCBS, Highmark Inc., and Highmark Health), subsidiaries, affiliates, divisions, and holding companies, and each of their employers, agents, employees, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, managers, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, and successors in interest.

**2.31** “Settlement Amount” means \$1,850,000 (one million eight-hundred and fifty thousand dollars).

**2.32** “Settlement Class” means all persons meeting the following criteria:

A. During the Class Period, all persons within the United States who are subscribers or primary users of a cellular telephone number to which Defendant Highmark BCBS Health Options Inc. placed (or had placed on its behalf by Defendant Cotiviti, Inc.) a telephone call using a pre-recorded or artificial voice

1) when such a call to that telephone number had previously resulted in (a) a “WRONG\_NUMBER” disposition or (b) a “MSG\_DECLINED” disposition without a subsequent disposition of “CORRECT\_PERSON” or “MSG\_HUMAN” and

2) when at least one subsequent call to that telephone number had the disposition “WRONG\_NUMBER”, “MSG\_MACHINE”, “CORRECT\_PERSON”, “MSG\_HUMAN”, “HANGUP”, “NO\_CONTINUE”, or “MSG\_DECLINED”.

B. Excluding those persons who *only* received calls as part of a COVID Campaign, as well as Defendants and any entities in which Defendants have a controlling interest; Defendants’ agents and employees; any Judge and Magistrate Judge to whom this action is assigned and any member of their staffs and immediate families.

**2.33** “Settlement Class Members” or “Class Members” means those persons who are members of the Settlement Class as defined above who do not timely and validly request exclusion from the Settlement Class.

**2.34** “Settlement Costs” means all costs incurred by Plaintiffs, and their attorneys, including but not limited to Plaintiffs’ attorneys’ fees, costs of suit, Plaintiffs’ expert or consultant fees, any incentive payments paid to the Class Representatives, notice costs, costs of claims administration, costs incurred by the Claims Administrator, and all other costs of administering the Settlement Agreement (including but not limited to administration costs associated with any website, notice, toll-free telephone number, or any other cost associated with this Settlement Agreement).

**2.35** “Settlement Fund” means the non-reversionary Settlement Amount less any amounts drawn by the Claims Administrator to pay settlement costs in accordance with Section 3.03.

**2.36** “Settlement Website” means the Internet website operated by the Claims Administrator as described in Section 7.02.

**2.37** “TCPA” means the Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.*, and any regulations or rulings promulgated under it.

### **III. SETTLEMENT TERMS AND BENEFITS TO THE SETTLEMENT CLASS**

**3.01** Confirmatory Discovery: The Parties have engaged in confirmatory discovery and

have agreed upon the Class Member Calls List.

**3.02** Monetary Consideration. In consideration of the releases, covenants, and other agreements set forth in this Settlement Agreement, Defendants will pay or cause to be paid the Settlement Amount.

**3.03** Defendants will pay the Settlement Amount into the Escrow Account within forty-five (45) days after entry of Preliminary Approval, provided that the Claims Administrator has first provided Defendants with: (1) a W-9 for the Escrow Account, and (2) the wire or check mailing instructions for payment to the Escrow Account. The Claims Administrator may draw from the Escrow Account to pay for costs associated with administering the settlement (including notice costs, costs incurred by the Claims Administrator, and all other costs of administering the Settlement Agreement (including but not limited to administration costs associated with any website, notice, toll-free telephone number, or any other cost associated with this Settlement Agreement)), subject to authorization from the Parties, which authorization shall not be unreasonably withheld. The monies in the Escrow Account shall be held until the Effective Date, at which time the remaining funds will be deposited into the Settlement Fund. In the event that Final Approval of the settlement is not granted, or is granted but reversed on appeal, the amounts in the Escrow Account will revert to Defendants in proportion to the amounts originally deposited by same.

**3.04** This Settlement Fund will be used to pay all monies, including Approved Claims and any Settlement Costs (as referenced above, and including but not limited to any incentive fee to Plaintiffs, any awarded attorneys' fees and costs, and any costs associated with the administration of this settlement). Under no circumstances shall Defendants be required to pay, or cause to be paid, any amount in excess of the Settlement Amount in order to resolve the Action or

obtain releases from Plaintiffs and Settlement Class Members. Claims will not be paid until after the Effective Date, as defined above, and will be paid in accordance with the procedures set forth in Sections VI and VIII below.

**3.05** Eligibility for Cash Awards. Each Settlement Class Member shall be entitled to make one claim for a Cash Award. Cash Awards shall be made to eligible Settlement Class Members with Approved Claims. The formula for calculating the amount to be paid per claim is set forth in Section 8.03 below.

**IV. ATTORNEYS' FEES, COSTS AND PAYMENT TO CLASS REPRESENTATIVES**

**4.01** Class Representative and Class Counsel Appointment. For settlement purposes, and subject to Court approval, Walker, Sterling, and Fisher are appointed as the Class Representatives for the Settlement Class, and Jeremy M. Glapion of The Glapion Law Firm, LLC is appointed as Class Counsel for the Settlement Class.

**4.02** Attorneys' Fees and Costs. Class Counsel shall move the Court for an award of attorneys' fees to be paid from the Settlement Fund, not to exceed 1/3 of the Settlement Fund, plus Class Counsel's actual expenses, to also be paid from the Settlement Fund. Class Counsel shall be entitled to payment of the fees awarded by the Court out of the Settlement Fund as set forth in Section 6.03. In addition, no interest will accrue on such amounts at any time. Any award of attorneys' fees and costs shall be paid from the Settlement Fund.

**4.03** Incentive Payment to Class Representative. Class Counsel will ask the Court to award an incentive payment, not to exceed \$10,000, to Plaintiff Walker for the time and effort he has personally invested in the Action on behalf of the Settlement Class, and incentive payments not to exceed \$2,500 to Plaintiffs Sterling and Fisher, as their involvement in the case substantially contributed to the Settlement. Within thirty (30) days of the Effective Date, and after receiving a

W-9 form from the Class Representatives, the Claims Administrator shall pay to Class Counsel the amount of the incentive payment awarded by the Court, and Class Counsel shall disburse such funds. Any incentive payment made under this section shall be paid from the Settlement Fund.

**4.04** Settlement Independent of Award of Fees, Costs and Incentive Payments. The payment of attorneys' fees, costs and any incentive payment set forth in the above Sections 4.02 and 4.03 are subject to and dependent upon the Court's approval of the Settlement Agreement as fair, reasonable, adequate and in the best interests of Settlement Class Members. However, this Settlement Agreement is not dependent or conditioned upon the Court approving Plaintiffs' requests for such payments or awarding the particular amounts sought by Plaintiffs. In the event the Court declines Plaintiffs' requests or awards less than the amounts sought, this Settlement Agreement shall continue to be effective and enforceable by the Parties.

## **V. PRELIMINARY APPROVAL**

**5.01** Order of Preliminary Approval. As soon as practicable after the execution of this Agreement, Plaintiffs shall move the Court for a Preliminary Approval Order. Pursuant to the motion for preliminary approval, Plaintiffs will request that:

- a. the Court, for settlement purposes only conditionally certify the Settlement Class, appoint Plaintiffs as the Class Representatives of the Settlement Class, and appoint Class Counsel as counsel for the Settlement Class;
- b. the Court preliminarily approve the Settlement Agreement as fair, adequate and reasonable, and within the reasonable range of possible final approval;
- c. the Court approve the form(s) of Notice and find that the notice program set forth herein constitutes the best notice practicable under the circumstances, and satisfies due process and Rule 23 of the Federal Rules of Civil Procedure;

d. the Court set the date and time for the Final Approval Hearing, which may be continued by the Court from time to time without the necessity of further notice; and,

e. the Court set the Claims Deadline, the Objection Deadline and the Opt-Out Deadline.

## **VI. ADMINISTRATION AND NOTIFICATION PROCESS**

**6.01** Third-Party Claims Administrator. The Parties agree to propose Epiq Global to the Court for approval as the Claims Administrator. The Claims Administrator shall be responsible for all matters relating to the administration of this Settlement Agreement, as set forth herein. Those responsibilities include, but are not limited to, creation of the Escrow Account, giving notice, obtaining new addresses for returned mail, setting up and maintaining the Settlement Website and toll-free telephone number, fielding inquiries about the Settlement Agreement, processing claims, acting as a liaison between Settlement Class Members and the Parties regarding claims information, approving claims, rejecting any Claim Form where there is evidence of fraud or noncompliance, directing the mailing of Cash Awards to Settlement Class Members, and any other tasks reasonably required to effectuate the foregoing. The Claims Administrator will provide the Parties the right to review and approve the Website page content and Website URL at least thirty (30) days prior to the Website go-live date. The Claims Administrator will provide updates every two weeks on the claims status to counsel for all Parties.

**6.02** Notice Database. To facilitate the notice and claims administration process, no later than fifteen (15) days after entry of the Preliminary Approval, the Parties will provide to the Claims Administrator, in an electronically searchable and readable format, the Class Member Calls List. The Parties will provide additional contact and identifying information for Class Members, to the extent that it is obtained. Any personal information relating to members of the Settlement Class

provided to the Claims Administrator pursuant to this Settlement Agreement shall be provided solely for the purpose of providing notice to the Settlement Class Members and allowing them to recover a Cash Payment under this Settlement Agreement; shall be used in accordance with Section 2.13, and shall be kept in strict confidence; shall be used only for purposes of this Settlement Agreement; and shall not be disclosed to any third party.

**6.03** Distribution of the Settlement Fund. The Claims Administrator shall distribute the funds in the Settlement Fund in the following order and within the time period set forth with respect to each such payment:

a. first, no later than thirty (30) days after the Effective Date, the Claims Administrator shall pay to Class Counsel the attorneys' fees, costs, and expenses ordered by the Court as set forth in Section 4.02;

b. next, no later than thirty (30) days after the Effective Date, the Claims Administrator shall pay to the Class Representative any incentive awards ordered by the Court, as described in Section 4.03;

c. next, no later than thirty (30) days after the Effective Date, the Claims Administrator shall mail the Cash Awards to eligible Settlement Class Members pursuant to Section VIII;

d. next, no later than sixty (60) days after the Effective Date, the Claims Administrator shall be paid for any unreimbursed costs of administration incurred;

e. next, if checks that remain uncashed after 210 days of the first *pro rata* distribution yield an amount that, after any additional administration costs, feasibly allow a second *pro rata* distribution to the qualifying claimants, the Claims Administrator shall distribute any such funds on a *pro rata* basis to Settlement Class Members who cashed settlement checks. If net

uncashed proceeds exceed \$1.00 per Eligible Call, a second distribution will be considered administratively feasible.

f. finally, if a second pro rata distribution is not made, or if checks remain uncashed 210 days after the second distribution, the uncashed amount will be paid to a mutually agreeable *cy pres* recipient, subject to Court approval. The parties jointly agree to propose Delaware Nemours as the *cy pres* recipient.

## **VII. NOTICES**

**7.01** Preparation of Notice List. Within twenty (20) days of receipt of the Class Member Calls List, the Claims Administrator shall conduct a reasonable search to locate the address and/or name associated with the cellular phone numbers included in the Class Member Calls List during the time period of qualifying calls, using various publicly and privately accessible databases.. The Claims Administrator estimates it will be able to obtain names and addresses for, and reach, approximately 90% of Class Members through this method.

**7.02** Master List. The Claims Administrator shall then, within thirty (30) days of the receipt of the Class Member Calls List, prepare a master list of addresses/names believed to be associated with all telephone numbers on the Class Member Calls List, and advise the Parties of the amount of the same. This master list will consist of (1) Class Member information already known; and (2) Class Member information obtained via searches. In the event multiple name(s) and/or address(es) are associated with a telephone number on the Class Member Calls List during the period of calls to that telephone number, each unique address and name will be included on the Master List.

**7.03** Timing of Class Notice. Class Notice shall be provided within forty-five days following entry of the Preliminary Approval Order, as follows:

a. Mail Notice/Address Confirmation. For those Class Members for which an address has been located, the Claims Administrator shall send the Class Notice via first class mail, containing a pre-paid claims form, to such address. The last known address of persons in the Settlement Class will be subject to confirmation or updating as follows: (1) the Claims Administrator will check each address against the United States Post Office National Change of Address Database before the initial mailing; (2) the Claims Administrator will conduct a reasonable search to locate an updated address for any person in the Settlement Class whose Class Notice is returned as undeliverable; (3) the Claims Administrator shall update addresses based on any forwarding information received from the United States Post Office; and (4) the Claims Administrator shall update addresses based on any requests received from persons in the Settlement Class.

b. Re-Mailing of Returned Class Notices. The Claims Administrator shall promptly re-mail any Class Notices that are returned as non-deliverable with a forwarding address to such forwarding address. For all returned mail, the Claims Administrator will perform data searches and other reasonable steps to attempt to obtain better contact information on the Settlement Class Member. All costs of such research will be considered Settlement Costs and deducted from the Settlement Fund.

c. Settlement Website. By the Class Notice Date, the Claims Administrator shall maintain and administer a dedicated Settlement Website containing case information and related documents, along with information necessary to file a claim, and an electronic version of the Claim Form that Settlement Class Members can download, complete, and submit electronically. At a minimum, such documents shall include the Settlement Agreement and attached exhibits, Class Notice, Preliminary Approval Order, a downloadable Claim Form for anyone wanting to print and

mail in a hard copy of the Claim Form, the Complaint, and, when granted, the Final Approval Order. The Settlement Website shall remain operative until at least the date of the *cy pres* distribution.

d. Toll-Free Telephone Number. By the Class Notice Date, the Claims Administrator shall set up a toll-free telephone number for receiving toll-free calls related to the Settlement Agreement. That telephone number shall be maintained until thirty (30) days after the Claims Deadline. After that time, and for a period of ninety (90) days thereafter, a recording will advise any caller to the toll-free telephone number that the Claims Deadline has passed and the details regarding the Settlement Agreement may be reviewed on the Settlement Website.

e. Deficient Claims Notice. On an ongoing basis, the Claims Administrator will review claims for material deficiencies, defined as a deficiency that makes it difficult or impossible to confirm the claimant is an eligible claimant, that lacks any required signatures or affirmations, that makes it difficult or impossible to provide payment, or that has indicia of fraud or other wrongdoing. In such a circumstance, the Claims Administrator will mail a letter informing the claimant of the deficiency or deficiencies and request appropriate corrections. A completed deficient claim form that results in an Approved Claim will be treated as timely so long as the deficient claim form is received within thirty (30) days of the Claims Deadline.

**7.04** Costs Considered Settlement Costs. All costs of address confirmation, skip tracing, and re-mailing of returned Class Notices, and any other part of the notice program, will be considered Settlement Costs and deducted from the Settlement Fund

**7.05** CAFA Notice. The Claims Administrator, working with Defendants' counsel, shall be responsible for serving the Class Action Fairness Act ("CAFA") notice required by 28 U.S.C. § 1715 within ten (10) days of the filing of Plaintiffs' motion for preliminary approval.

## **VIII. CLAIMS PROCESS**

**8.01** Potential Claimants. Each member of the Settlement Class who does not timely and validly request exclusion from the Settlement as required in this Settlement Agreement shall be a Settlement Class Member and entitled to make a claim. Each Settlement Class Member shall be entitled to make one claim per unique cell phone number on which they received Calls, regardless of the number of times the Settlement Class Member was called on a particular cell number. The calculation of the Cash Award will be based on a per-Call, pro rata basis, as discussed herein.

**8.02** Conditions for Claiming Cash Award. To make a claim, Settlement Class Members must submit by the Claims Deadline a valid and timely Claim Form by U.S. mail (such as through a pre-paid claims form to be included with the notice) or through the Settlement Website, which shall contain the information set forth in Exhibit A hereto, including the Settlement Class Member's (1) name; (2) the name of the subscriber and primary user of the associated cellular telephone number (if different from the Settlement Class Member); (3) current mailing address; (4) current telephone number (if different than the associated cellular telephone number); and (5) email address, if available. The Claim Form will also ask the claiming Settlement Class Member to affirm that: (1) the telephone number associated with her claim was her number during the Class Period (in full or in part) and (2) she recalls receiving Calls from Defendants. The Claims Administrator will notify claimants who submit a first incomplete or incorrect claim form of the deficiency, and provide them the opportunity to submit a corrected form.

**8.03** Amount Paid per Claim. Each Settlement Class Member who makes a valid and timely claim shall receive a Cash Award. Subject to 8.03(a), the amount of each Cash Award shall be determined by the following formula:  $(\text{Settlement Fund} - \text{Settlement Costs}) \div (\text{Total Number of Eligible Calls Made to Claiming Class Members as reflected on the Class Member Calls List})$

= Cash Award Per Call. The Cash Award for each Settlement Class Member who makes a valid and timely claim is the Settlement Class Member's *pro rata* share of the total payments to Settlement Class Members, based on a *pro rata* share of Eligible Calls received by that Settlement Class Member.

**EXAMPLE 1:** If there is \$1,000,000 in the Settlement Fund after Settlement Costs, and there are 1,000 Settlement Class Members who make valid and timely claims, whose combined total number of Eligible Calls equaled 20,000 Calls, the *pro rata* share would be \$50 per Call (*i.e.*,  $\$1,000,000 \div 20,000$ ).

**EXAMPLE 2:** If one of the 1,000 Settlement Class Members described in Example 1 had received 20 Eligible Calls, that Settlement Class Member would receive a payment of \$1,000 (*i.e.*, 20 calls at \$50 per call).

(a) In the event multiple persons make a claim for the same unique cell phone number, the Claims Administrator will contact each claimant, using the contact mailing address and email address provided on the Claims Form, to obtain the approximate month and year of when said claimant was the subscriber or primary user of that telephone number. Claimants who are contacted for their usage dates shall have until the Claims Deadline or 14 days from the Claims Deadline, whichever is later, to provide their usage dates.

(i) If each of the persons making a claim for the same unique cell phone number provides dates of use and there is no overlap between the claimants, then each person shall be entitled to a Cash Award only for those Eligible Calls placed during their respective dates of use. If Eligible Calls were placed outside of any Claimant's time period, the Cash Award for such Eligible Calls will be shared evenly among all Claimants for that telephone number.

**EXAMPLE 3:** The Cash Award for each call is \$50, and 12 Eligible Calls were placed to a certain number. Claimant A claims the year 2018 and Claimant B claims the year 2019. If 10 Eligible Calls were placed in 2018 and 2 Eligible Calls were placed in 2019, then Claimant A is entitled to \$500 (*i.e.*, 10 calls at \$50 per call) and Claimant B is entitled to \$100 (*i.e.*, 2 calls at \$50 per call).

**EXAMPLE 4:** The Cash Award for each Eligible Call is \$50, and 12 Eligible Calls were placed to a certain number. Claimant A claims the year 2018 and Claimant B claims the year 2019. If 8 Eligible Calls were placed in 2018, 2 Eligible Calls were placed in 2019, and 1 Eligible Call was placed in 2020, then Claimant A is entitled to \$425 (*i.e.*, 8 calls at \$50 per Eligible Call plus an even share of the \$50 for the 2020 Eligible Call) and Claimant B is entitled to \$125 (*i.e.*, 2 Eligible Calls at \$50 per Eligible Call plus an even share of the \$50 for the 2020 Eligible Call).

(ii) If none of the multiple claimants responds (or their responses are untimely), each will be entitled to an even share of the total *pro rata* payment for that number.

**EXAMPLE 5:** The Cash Award for each Eligible Call is \$50, and 12 Eligible Calls were placed to a certain number during the Class Period. If three people submit claims for that number but none of them provided timely responses, each will receive \$200 (*i.e.*, an even share of the \$600 Cash Award associated with the 12 Eligible Calls at \$50 per Eligible Call).

(iii) In the event fewer than all claimants for a single telephone number respond as to their usage dates (or fewer than all provide timely responses), any responding Claimant shall be entitled to full credit for Eligible Calls during their submitted time period

(subject to (8.03(a)(iv)) below), and the other claimants shall split payment for Eligible Calls outside of that period.

**EXAMPLE 6:** The Cash Award for each Eligible Call is \$50, and 12 Eligible Calls were placed to a certain number during the Class Period. Three people submit claims for the number, but only Claimant A provides dates of usage, and claims the years 2018 and 2019. If 10 Eligible Calls were placed from 2018-2019, and 2 Eligible Calls placed in 2020, then Claimant A will be entitled to \$500 (*i.e.*, 10 Eligible Calls at \$50 per Eligible Call) and Claimants B and C will each be entitled to \$50 (*i.e.*, an even share of 2 unclaimed Eligible Calls, at \$50 per Eligible Call).

(iv) In the event the dates of claimed usage overlap, the Cash Award for any Eligible Call that occurred during a period of overlap will be shared equally among such Claimants.

**8.04 EXAMPLE 7:** The Cash Award for each Eligible Call is \$50, and 12 Eligible Calls were placed to a certain number during the Class Period. Two people submit claims for the number. Claimant A claims the years 2018 and 2019, and Claimant B claims the years 2019 and 2020. If 6 Eligible Calls were placed in 2018, 3 Eligible Calls in 2019 and 3 Eligible Calls in 2020, then Claimant A would be entitled to the full \$300 Cash Award for the 6 Eligible Calls in 2018 to which Claimant A was the only Claimant (*i.e.*, 6 Eligible Calls at \$50 per Eligible Call) plus \$75 for the Eligible Calls in 2019 (*i.e.*, an even share of 3 Eligible Calls at \$50 per Eligible Call). Claimant B would be entitled to the full \$150 Cash Award for the 3 Eligible Calls in 2020 to which Claimant B was the only Claimant (*i.e.*, 3 Eligible Calls at \$50 per Eligible Call) plus \$75 for the Eligible Calls in 2019 (*i.e.*, an even share of 3 Eligible Calls at \$50 per Eligible Call).

**8.05 Mailing of Settlement Checks.** Settlement checks shall be sent to qualified Class

Members by the Claims Administrator via U.S. mail in accordance with Section 6.03 above. Each settlement check will be negotiable for one hundred eighty (180) days after it is issued.

## **IX. OPT-OUTS AND OBJECTIONS**

**9.01** Opting Out of the Settlement. Any Settlement Class Members who wish to exclude themselves from the Settlement Class must advise the Claims Administrator in writing of that intent, and their opt-out request must be postmarked no later than the Opt-Out Deadline. The Claims Administrator shall provide the Parties with copies of all opt-out requests it receives in weekly status reports to the Parties, and shall provide a list of all Settlement Class Members who timely and validly opted out of the Settlement in its declaration filed with the Court, as required by Section 10.01. The declaration shall include the names of persons who have excluded themselves from the Settlement, but it shall not include their addresses or any other personal identifying information. A Settlement Class Member who opts out of the Settlement may not object to the fairness of this settlement. A Settlement Class Member who opts out of the Settlement may opt back in so long as the opt-in request is received prior to the Claims Deadline. Settlement Class Members who do not properly and timely submit an opt-out request will be bound by this Agreement and the judgment, including the releases in Section XII.

a. In the written request for exclusion, the Settlement Class Member must state his or her full name, address, telephone number, and the telephone number(s) called by Defendants. Further, the Settlement Class Member must include a statement in the written request that he or she wishes to be excluded from the Settlement Agreement. The request must be signed by the Settlement Class Member.

b. Any Settlement Class Member who submits a valid and timely request for exclusion will not be a Settlement Class Member and shall not be bound by the terms of this

Agreement.

c. “Mass” or “class” opt-outs filed by third parties on behalf of a “mass” or “class” of Settlement Class Members, when not signed by each Settlement Class Member, will not be valid.

**9.02** Objections. Any Settlement Class Member who intends to object to the fairness of this Settlement must file a written objection with the Court by the Objection Deadline. In the written objection, the Settlement Class Member must state (1) his or her full name, address and telephone number; (2) the telephone number(s) called by Defendants (if different); (3) the reasons for his or her objection; (4) the name of counsel representing the Class Member for the objection (if any); (5) information sufficient to identify all prior objections the objector or his or her counsel have made in other class action cases in the last four (4) years; and (6) whether he or she intends to appear at the Final Approval Hearing on his or her own behalf or through counsel. Any documents supporting the objection must also be attached to the objection. The Parties will have the right to issue discovery to or depose any objector as to the basis and circumstances of his or her objection, and to assess whether the objector has standing. A Settlement Class Member who objects to the Settlement may withdraw that objection. A Settlement Class Member may not both opt out of the Settlement and object. If a Settlement Class Member submits both a request for exclusion and objection, the request for exclusion will control.

**9.03** Any Settlement Class Member who objects may appear at the Final Approval Hearing, either in person or through an attorney hired at the Settlement Class Member’s own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the Settlement.

## **X. FINAL APPROVAL AND JUDGMENT ORDER**

**10.01** No later than fourteen (14) calendar days prior to the Final Approval Hearing, the

Claims Administrator shall serve on counsel for all Parties a declaration stating that the Notice required by the Agreement has been completed in accordance with the terms of the Preliminary Approval Order and listing the names of the Settlement Class Members who have opted out of the Settlement, in accordance with Section 9.01. Class Counsel shall within three (3) business days thereafter file that declaration with the Court.

**10.02** If the Settlement Agreement is approved preliminarily by the Court, and all other conditions precedent to the Settlement have been satisfied, no later than fourteen (14) calendar days prior to Final Approval Hearing:

a. Plaintiffs shall file, and Defendants will not oppose, a motion requesting that the Court enter the Final Approval Order, with Class Counsel filing a memorandum in support of the motion; and,

b. Class Counsel and/or Defendants may file a memorandum addressing any objections submitted to the Settlement Agreement, and Defendants may, but shall not be required to, file a memorandum in support of the request that the Court enter Final Approval.

**10.03** At the Final Approval Hearing, the Parties will ask the Court to consider and determine whether the provisions of this Agreement should be finally approved, whether the Settlement Agreement should be finally approved as fair, reasonable and adequate, whether any objections to the Settlement Agreement should be overruled, whether the fee award and incentive payments to the Class Representatives should be approved, and whether a judgment finally approving the Settlement Agreement should be entered.

**10.04** This Agreement is subject to and conditioned upon the issuance by the Court of a Final Approval Order which grants final approval of this Agreement and:

a. finds that the Notice provided satisfies the requirements of due process and

Federal Rule of Civil Procedure Rule 23(e)(1);

b. finds that Settlement Class Members have been adequately represented by the Class Representatives and Class Counsel;

c. finds that the Settlement Agreement is fair, reasonable and adequate to the Settlement Class, that each Settlement Class Member shall be bound by this Agreement, including the release in Sections 12.01, 12.02, and 12.03, and the covenant not to sue in Section 12.04, and that this Settlement Agreement should be and is approved;

d. dismisses on the merits and with prejudice all Released Claims of the Settlement Class Members;

e. permanently enjoins each and every Settlement Class Member from bringing, joining or continuing to prosecute any Released Claims against Defendants or the Released Parties; and,

f. retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Settlement.

## **XI. FINAL JUDGMENT**

**11.01** The judgment entered at the Final Approval Hearing shall be deemed final:

a. Thirty (30) days after entry of the judgment granting final approval of the Settlement Agreement if no document is filed within that time seeking appeal, review or rehearing of the judgment; or

b. If any such document is filed seeking an appeal, then five (5) days after the date upon which all appellate and/or other proceedings resulting from such document have been finally terminated in such a manner as to permit the judgment to take effect in substantially the form described in Section 10.04.

## **XII. RELEASE OF CLAIMS**

**12.01 Released Claims.** “Released Claims” means any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses and attorneys’ fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, that existed as of the date of the Final Approval Order, that relate to or arise out of any Call or attempted Call to any Settlement Class Members, by or on behalf of Defendants or the Released Parties. For the avoidance of doubt, “Released Claims” include, but are not limited to, claims relating to or arising out of the equipment or method used to contact or attempt to contact Settlement Class Members by telephone.

**12.02 Waiver of Unknown Claims.** Without expanding the foregoing release, the Released Claims specifically extend to claims that Plaintiffs and Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement Agreement and the releases contained therein become effective. This Section constitutes a waiver, without limitation as to any other applicable law, of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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.

**12.03** Plaintiffs and Settlement Class Members understand and acknowledge the significance of these waivers of California Civil Code Section 1542 and similar federal and state

statutes, case law, rules, or regulations relating to limitations on releases. In connection with such waivers and relinquishment, Plaintiffs and the Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally, and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

**12.04 Covenant Not To Sue.** Plaintiffs agree and covenant, and each Settlement Class Member will be deemed to have agreed and covenanted, not to sue any of the Released Parties with respect to any of the Released Claims, and agree to be forever barred from doing so in any court of law or equity, arbitration proceeding, or any other forum. However, nothing herein is intended to restrict any Settlement Class Member from contacting, assisting or cooperating with any government agency.

### **XIII. TERMINATION OF AGREEMENT**

**13.01 Either Side May Terminate the Agreement.** Any Party shall each have the right to unilaterally terminate this Settlement Agreement by providing written notice of his, her, or its election to do so (“Termination Notice”) to all other Parties hereto within ten (10) calendar days of any of the following occurrences:

- a. the Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement Agreement;
- b. an appellate court reverses the Final Approval Order, and as a result the Settlement Agreement is materially modified, amended or changed;

c. any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, or the Settlement Agreement in a way that is material, unless such modification or amendment is accepted in writing by all Parties;

d. circumstances change such that the Effective Date can never occur; or

e. any other ground for termination provided for elsewhere in this Settlement Agreement occurs.

**13.02** Revert to Status Quo. If this Settlement Agreement terminates for any reason, the Settlement Agreement shall be of no force and effect and the Parties' rights and defenses shall be restored, without prejudice, to their respective positions as if this Settlement Agreement had never been executed, and any orders entered by the Court in connection with this Settlement Agreement shall be vacated. However, any payments made to the Claims Administrator for services rendered up until the date of termination shall not be refunded, but such payments shall constitute recoverable costs to the extent allowed by law.

#### **XIV. NO ADMISSION OF LIABILITY**

**14.01** Defendants deny any liability or wrongdoing of any kind associated with the alleged claims in the Complaint and all prior complaints, whether related to their alleged conduct or the conduct of third parties on their respective behalves. Defendants have denied and continue to deny each and every material factual allegation and all claims asserted against them in the Action. Nothing herein shall constitute an admission of wrongdoing or liability, or of the truth of any allegations in the Action. Nothing herein shall constitute an admission by Defendants that the Action is properly brought on a class or representative basis, or that a class may be certified in the Action, other than for settlement purposes. To this end, the settlement of the Action, the negotiation

and execution of this Settlement Agreement, and all acts performed or documents executed pursuant to or in furtherance of the Settlement: (1) are not and shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendants or of the truth of any of the allegations in the Action; (2) are not and shall not be deemed to be, and may not be used as an admission or evidence of any fault or omission on the part of Defendants in any civil, criminal or administrative proceeding in any court, arbitration forum, administrative agency or other tribunal; and (3) are not and shall not be deemed to be and may not be used as an admission of the appropriateness of these or similar claims for class certification.

**14.02** Pursuant to Federal Rules of Evidence Rule 408 and any similar provisions under the laws of other states, neither this Settlement Agreement nor any related documents filed or created in connection with this Settlement Agreement shall be admissible in evidence in any proceeding, except as necessary to approve, interpret or enforce this Settlement Agreement.

## **XV. TAXES**

**15.01 Qualified Settlement Fund.** The Parties agree that the account into which the Settlement Fund is deposited is intended to be and will at all times constitute a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. The Claims Administrator shall timely make such elections as necessary or advisable to carry out the provisions of Section VI, including, if necessary, the “relation back election” (as defined in Treas. Reg. § 1.468B-1(j)(2)) to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such Treasury regulations promulgated under § 1.468B of the Internal Revenue Code of 1986, as amended (the “Code”). It shall be the responsibility of the Claims Administrator to cause the timely and proper preparation and delivery of the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

**15.02** Claims Administrator is “Administrator”. For the purpose of § 1.468B of the Code and the Treasury regulations thereunder, the Claims Administrator shall be designated as the “administrator” of the Settlement Fund. The Claims Administrator shall cause to be timely and properly filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B 2(k)). Such returns shall reflect that all Taxes (including any estimated taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund.

**15.03** Taxes Paid by Administrator. All taxes arising in connection with income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon Defendants or any of the other Released Parties with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes shall be paid by the Claims Administrator from the Settlement Fund.

**15.04** Expenses Paid from Fund. Any expenses reasonably incurred by the Claims Administrator in carrying out its duties, including fees of tax attorneys and/or accountants and the cost of issuing 1099s (for example if the amount of a claim exceeds \$600), shall be paid by the Claims Administrator from the Settlement Fund.

**15.05** Responsibility for Taxes on Distribution. Any person or entity that receives a distribution from the Settlement Fund shall be solely responsible for any taxes or tax-related expenses owed or incurred by that person or entity by reason of that distribution. Such taxes and tax-related expenses shall not be paid from the Settlement Fund.

## **XVI. MISCELLANEOUS**

**16.01** Entire Agreement. This Settlement Agreement and the exhibits hereto constitute

the entire agreement between the Parties. Any previous memoranda regarding settlement are superseded by this Settlement Agreement. No representations, warranties or inducements have been made to any of the Parties, other than those representations, warranties, and covenants contained in this Settlement Agreement.

**16.02 Governing Law.** This Settlement Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

**16.03 Jurisdiction.** The Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement, including the Plaintiffs and all Settlement Class Members, for purposes of the administration and enforcement of this Settlement Agreement.

**16.04 No Construction Against Drafter.** This Settlement Agreement was drafted jointly by the Parties and, in construing and interpreting this Settlement Agreement, no provision of this Settlement Agreement shall be construed or interpreted against any Party based upon the contention that this Settlement Agreement or a portion of it was purportedly drafted or prepared by that Party.

**16.05 Resolution of Disputes.** The Parties shall cooperate in good faith in the administration of this Settlement Agreement. To the extent that there are any unresolved disagreements that arise in administration of this Settlement, the parties agree to participate in a good-faith mediation with Terrence White of Upchurch, White, Watson, & Max in an attempt to resolve said disagreement(s).

**16.06 Counterparts.** This Settlement Agreement may be signed in counterparts, and the separate signature pages executed by the Parties and their counsel may be combined to create a document binding on all of the Parties and together shall constitute one and the same instrument.

**16.07 Time Periods.** The time periods and dates described herein are subject to Court

approval and may be modified upon order of the Court or written stipulation of the Parties.

**16.08** Authority. Each person executing this Settlement Agreement on behalf of any of the Parties hereto represents that such person has the authority to so execute this Settlement Agreement.

**16.09** No Oral Modifications. This Settlement Agreement may not be amended, modified, altered or otherwise changed in any manner, except by a writing signed by a duly authorized agent of Defendants and Plaintiffs, and approved by the Court.

**16.10** Publicity and Confidentiality. The Parties agree that they will not initiate any publicity of the Settlement Agreement and will not respond to requests by any media (whether print, online, or any traditional or non-traditional form) about the Settlement Agreement. Notice of the Settlement Agreement will be delivered exclusively through the notice process set forth in Section VII, above.

**16.11** Notices. Unless otherwise stated herein, any notice required or provided for under this Agreement shall be in writing and may be sent by electronic mail, hand delivery, or U.S. mail (postage prepaid) as follows:

If to Class Counsel:

Jeremy M. Glapion  
The Glapion Law Firm, LLC  
1704 Maxwell Drive  
Wall, New Jersey 07719  
Telephone: (732) 455-9737  
jmg@glapionlaw.com

If to Highmark Health Options:

Justin J. Kontul  
Reed Smith Centre  
225 Fifth Avenue - Suite 1200  
Pittsburgh, PA 15222  
Telephone: 412.288.3131  
jkontul@reedsmith.com

If to Cotiviti

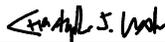
Shannon Z. Petersen, Esq.  
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP  
12275 El Camino Real, Suite 100  
San Diego, CA 92130  
Telephone: (858) 720-7483  
spetersen@sheppardmullin.com

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement to be executed.

DATED: Nov 17, 2022

Plaintiff Christopher Walker



Christopher J. Walker (Nov 17, 2022 10:40 EST)

DATED: Nov 17, 2022

Plaintiff Kim Sterling



Kimberly Sterling (Nov 17, 2022 13:02 EST)

DATED: Nov 18, 2022

Plaintiff Ernie Fisher



Ernest Fisher (Nov 18, 2022 09:48 EST)

DATED: \_\_\_\_\_

Highmark BCBSD Health Options Inc.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATED: \_\_\_\_\_

Cotiviti, Inc.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement to be executed.

DATED: \_\_\_\_\_

Plaintiff Christopher Walker

\_\_\_\_\_

DATED: \_\_\_\_\_

Plaintiff Kim Sterling

\_\_\_\_\_

DATED: \_\_\_\_\_

Plaintiff Ernie Fisher

\_\_\_\_\_

DATED: November 16, 2022

Highmark BCBSD Health Options Inc.

Name: 

Title: Todd P. Graham, VP DE Medicaid Markets CEO

DATED: \_\_\_\_\_

Cotiviti, Inc.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement to be executed.

DATED: \_\_\_\_\_

Plaintiff Christopher Walker

\_\_\_\_\_

DATED: \_\_\_\_\_

Plaintiff Kim Sterling

\_\_\_\_\_

DATED: \_\_\_\_\_

Plaintiff Ernie Fisher

\_\_\_\_\_

DATED: \_\_\_\_\_

Highmark BCBSD Health Options Inc.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATED: \_\_\_\_\_

November 18, 2022 | 2:02 AM EST

Cotiviti, Inc.

DocuSigned by:

Name: Peter Csapo

6705B2E1C512497...

Title: CFO, CAO, Treasurer and EVP

APPROVED AS TO FORM AND CONTENT:

DATED: 11/17/22

REED SMITH LLP

By: 

Justin J. Kontul  
Highmark BCBS Health Options Inc.

DATED: \_\_\_\_\_

SHEPPARD MULLIN

By: \_\_\_\_\_

Shannon Z. Petersen  
Counsel for Cotiviti, Inc.

DATED: \_\_\_\_\_

THE GLAPION LAW FIRM, LLC

By: \_\_\_\_\_

Jeremy M. Glapion  
Class Counsel

APPROVED AS TO FORM AND CONTENT:

DATED: \_\_\_\_\_

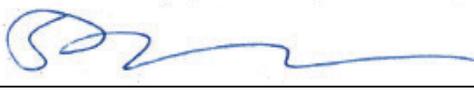
REED SMITH LLP

By: \_\_\_\_\_

Justin J. Kontul  
Highmark BCBSD Health Options Inc.

DATED: 11/18/2022

SHEPPARD MULLIN

By:  \_\_\_\_\_

Shannon Z. Petersen  
Counsel for Cotiviti, Inc.

DATED: \_\_\_\_\_

THE GLAPION LAW FIRM, LLC

By: \_\_\_\_\_

Jeremy M. Glapion  
Class Counsel

APPROVED AS TO FORM AND CONTENT:

DATED: \_\_\_\_\_

REED SMITH LLP

By: \_\_\_\_\_

Justin J. Kontul  
Highmark BCBSD Health Options Inc.

DATED: \_\_\_\_\_

SHEPPARD MULLIN

By: \_\_\_\_\_

Shannon Z. Petersen  
Counsel for Cotiviti, Inc.

DATED: Nov 17, 2022

THE GLAPION LAW FIRM, LLC

By:  \_\_\_\_\_  
Jeremy M. Glapion (Nov 17, 2022 10:21 EST)

Jeremy M. Glapion  
Class Counsel