

SETTLEMENT AGREEMENT

This Settlement Agreement and Release (“Agreement”) IS HEREBY STIPULATED AND AGREED TO by and between Plaintiffs Marissa Collins (“Collins”), Karyn Sanchez (“Sanchez”), James Burnett (“Burnett”), on behalf of his son, Joshua Burnett, and A [REDACTED] (“A.I.”), on his own behalf and on behalf of his minor daughter, [REDACTED] (collectively, “Plaintiffs” or “Class Representatives”), on behalf of themselves and the Class, and Defendants Anthem, Inc. and Anthem UM Services, Inc. (collectively, “Anthem”) (Plaintiffs and Anthem are hereinafter referred to collectively as the “Parties,” and each a “Party”), by and through their respective counsel, and subject to preliminary and final Court approval as required by Rule 23 of the Federal Rules of Civil Procedure. The Parties hereby agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a final order and judgment, all claims asserted by the Class against Anthem in the case captioned *Marissa Collins, et al., v. Anthem, Inc. and Anthem UM Services, Inc.*, Case No. 2:20-cv-01969-SIL (E.D.N.Y.) (the “Action”), are settled fully and finally and compromised on the terms and conditions set forth in this Agreement and the attached exhibits.

RECITALS

1. On April 29, 2020, Plaintiffs Collins and Burnett filed a Class Action Complaint against Anthem in this Action. ECF No. 1. Plaintiffs Collins, Burnett, and Sanchez filed an Amended Class Action Complaint on February 1, 2021 (ECF No. 29) and Plaintiff A.I. filed an Intervenor Complaint on June 22, 2022 (ECF No. 64) (together, all three complaints are referred to herein as the “Complaints”).

2. Plaintiffs alleged in the Complaints that Anthem denied the Class Members’ requests for coverage of residential treatment on the basis that the care was not medically necessary, using medical necessity criteria that were inconsistent with generally accepted

standards of care, more restrictive than the terms of the Class Members' health benefit plans, and more restrictive than the medical necessity criteria Anthem used for comparable medical/surgical care.

3. In an order dated March 19, 2024, the Court certified a class pursuant to Federal Rule of Civil Procedure 23(b)(2), defined as follows (the "Class"):

Any member of a health benefit plan governed by ERISA, the terms of which require that covered services must be provided in accordance with generally accepted standards of medical practice, (a) whose request for coverage of residential treatment services for a behavioral health disorder was denied for lack of medical necessity by Anthem UM Services, Inc. on or after April 29, 2017; where (b) such denial was based on Anthem's Clinical UM Guidelines or the MCG Guidelines for Residential Behavioral Health Level of Care; and (c) such denial was not reversed on administrative appeal.

Mem. and Order, ECF No. 112, at 39. The Court certified the Class "only as to the Plaintiffs' claims for a retrospective injunction in the form of reprocessing, and for declaratory relief." *Id.*

4. The Court appointed Plaintiffs as Class Representatives for the Class. *Id.* at 35.

5. The Court appointed the following attorneys as Class Counsel: Caroline E. Reynolds, D. Brian Hufford, and Jason S. Cowart of the law firm Zuckerman Spaeder LLP; Meiram Bendat, founder and president of Psych Appeal, Inc.; and Karen L. Handorf and Julie Selesnick of the law firm Berger Montague PC. *Id.* at 38-39. Ms. Handorf later withdrew her appearance in the Action. ECF No. 117.

6. The Parties engaged in a JAMS mediation on February 11, 2025 (the "Mediation"). Before, during, and after that mediation, the Parties exchanged information about the size of the Class, the relief to which Class Members may be entitled if Plaintiffs prevail at trial, and the Parties' positions on the merits of Plaintiffs' claims and Anthem's defenses.

7. While the Parties did not come to a final resolution at the Mediation, the Parties continued their discussions informally and those arm's-length discussions culminated in the

settlement embodied in this Agreement.

8. The Class Representatives, through Class Counsel, have investigated the allegations asserted in the Action and have closely analyzed the merits of the alleged claims and the alleged damages suffered by the Class. Class Counsel have considered the facts, law, and potential defenses regarding the claims alleged against Anthem. Class Counsel's investigation has been adequate, and this Settlement is fully informed.

9. Anthem denies each and every claim and contention alleged or otherwise made or pursued against it by Plaintiffs in the Action. Anthem denies all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action. Anthem further denies any and all liability. Nonetheless, Anthem has concluded that further litigation would be protracted and expensive, and that this Settlement is desirable solely for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing the Action.

BENEFITS OF THE SETTLEMENT TO THE CLASS

10. After investigation, discovery, and litigation, the Parties have agreed to settle the Action. The Parties have conducted discussions and arm's length negotiations with each other regarding the claims asserted in the Action.

11. Class Representatives and Class Counsel believe that the Settlement provides fair, reasonable and adequate recovery for the Class based on the claims asserted and the evidence developed and what might be proven by Class Representatives and the Class in the Action.

12. Class Representatives and Class Counsel further recognize and acknowledge the expense and time of prosecuting the Action through trial and appeal. Class Representatives and Class Counsel also have considered the uncertain outcome and the risk of any litigation, including the risk that the Class might obtain no relief, especially in a complex action such as

this one, as well as the difficulties and delays inherent in any complex litigation.

THEREFORE, it is stipulated and agreed by and among the Parties to this Agreement, through their respective attorneys, in consideration of the benefits to the Parties from the Settlement, the adequacy of which is acknowledged by the Parties, and subject to (1) approval of the Court, and (2) the other conditions set forth in this Agreement, that the Released Claims against the Released Parties will be finally and fully compromised, settled, and released.

DEFINITIONS

13. In addition to the definitions set forth elsewhere in this Agreement, the following terms used in this Agreement will have the meanings specified below.

- a. “Anthem’s Counsel” means the law firm of Reed Smith LLP and its shareholders, members, partners, associates, paralegals, and employees, and its successors and assigns.
- b. “Challenged Guidelines” means the MCG Guidelines and Anthem clinical guidelines for Residential Treatment described in the Complaints that were used throughout the Class Period.
- c. “Claim Form” means the form, substantially in the form attached hereto as **Exhibit D** and subject to Court approval, that Class Members must submit to receive a Pro Rata Reimbursement Payment from the Common Fund.
- d. “Class” means the class certified in the order described in Paragraph 3 above.
- e. “Class Data” means a spreadsheet provided to Class Counsel and the Settlement Administrator by Anthem with such information as may be available to provide notice to Class Members (including current or last known mailing addresses, and email addresses if in Anthem’s possession) and otherwise to administer the Settlement.

f. “Class Counsel” means the law firms of Zuckerman Spaeder LLP, Psych Appeal, Inc., and Berger Montague PC, and their respective shareholders, members, partners, associates, paralegals, and employees, and their successors and assigns.

g. “Class Member” means any person who satisfies the Class Definition and is therefore included in the Class.

h. “Class Representatives” means Marissa Collins, Karyn Sanchez, James Burnett, and A.I..

i. “Common Fund” means the fund established and maintained in escrow as provided in this Agreement into which Anthem deposits the Settlement Amount, and represents the source of all Settlement-related payments, including, but not limited to the costs of notice, Settlement administration, and any fees, costs, and incentive awards that are awarded by the Court.

j. “Court” means the United States District Court for the Eastern District of New York.

k. “Effective Date,” or the date upon which the Settlement embodied in this Agreement becomes effective, means the date on which the Final Order and Judgment Approving Settlement, substantially in the form of **Exhibit E** hereto, becomes final as a matter of law (which the Parties hereby deem to be thirty-five (35) days after entry of the judgment if no appeal is filed). If an appeal is filed, the Effective Date shall be the date on which the final mandate is issued affirming the judgment.

l. “Final Approval” means the date the Court enters an order and judgment granting final approval of the Settlement and determines the amount of fees, costs, and expenses awarded to Class Counsel and the amount of any Incentive Awards awarded to Class Representatives.

m. “Fairness Hearing” means the final hearing held by the Court to approve this Settlement.

n. “Incentive Award” is ten thousand dollars (\$10,000) per Class Representative, paid out of the Common Fund and subject to Court approval.

o. “Judgment” means the Final Order and Judgment Approving Settlement, substantially in the form attached here as **Exhibit E**, which provides, among other terms, for approval of the Settlement; or such other form agreed to by the Parties in writing.

p. “Notice” means the “Notice of Proposed Class Action Settlement and Fairness Hearing,” substantially in the form attached hereto as **Exhibit C**, as approved by the Court.

q. “Notice Deadline” means the date by which the Settlement Administrator is required to send out Notice, namely thirty (30) days after entry of the Preliminary Approval Order.

r. “Notice Program” means the notice plan and methods provided for in this Agreement and such other notice as Class Counsel and Anthem believe is required by due process and Rule 23 of the Federal Rules of Civil Procedure. The Notice Program shall be carried out in substantially the manner provided in this Agreement or as otherwise agreed by the Parties and approved by the Court.

s. “Objection Deadline” means sixty (60) days after the Notice Deadline.

t. “Opt-Out Deadline” means sixty (60) days after the Notice Deadline.

u. “Person” and “Persons” means any individual, corporation, partnership, limited liability partnership, limited liability company, association, affiliate, joint stock company, estate, trust, trustee, unincorporated association, entity, government and any political subdivision, or any other type of business or legal entity, any legal representative, and their

spouses, heirs, predecessors, successors, representatives, agents, members, managers, or assignees.

v. “Plan of Allocation” means the Plan of Allocation proposed by Class Representatives in their Motion for Preliminary Approval, as approved by the Court.

w. “Preliminary Approval Order” means the Order Preliminarily Approving Settlement and Providing for Notice that the Class Representatives will seek from the Court, substantially in the form attached as **Exhibit A**.

x. “Related Parties” means a party’s current, former, and future spouses, heirs, beneficiaries, executors, administrators, successors, predecessors, parent organizations, subsidiaries, affiliates, partners, joint venturers, officers, directors, shareholders, of counsel, employees, members, managers, trustees, agents, representatives, attorneys, insurers, and assigns.

y. “Released Claims” means all claims raised in the Complaints and any and all liabilities, suits, debts, covenants, controversies, promises, judgments, rights, claims, actions, class claims, causes of action, demands, damages, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that were or could have been alleged or asserted in this case, with respect to the Class Members’ requests for benefits for residential treatment services that were denied for lack of medical necessity throughout the Class Period.

z. “Released Parties” means Anthem, Inc. and Anthem UM Services, Inc., including each of their present, future, and former parent companies, parent entities, subsidiaries, predecessors, successors and assigns, affiliates, joint venture partners, and the present, future, and former directors, officers, employees, agents, shareholders, members, partners, trustees, attorneys, advisors, consultants, and representatives of each of them.

aa. “Settlement” means the collective settlement terms set forth in this Agreement.

bb. “Settlement Amount” means \$12,875,000.00 and is the only and maximum consideration Anthem will pay for the Settlement.

cc. “Settlement Administrator” means the firm that is appointed by the Court to perform the Settlement administration duties described in this Agreement following entry of the Preliminary Approval Order. Plaintiffs will propose a Settlement Administrator in the Motion for Preliminary Approval.

SETTLEMENT CONSIDERATION

14. Subject to Court approval and in consideration of the full release and discharge of the claims discussed below, the total maximum cash consideration to be paid by Anthem pursuant to the Settlement shall be the Settlement Amount, inclusive of all payments to Class Members, all attorneys’ fees, costs, and expenses awarded to Class Counsel, Incentive Awards, and costs of Notice and Settlement administration. In no event shall Anthem be liable for any amount greater than the Settlement Amount in connection with this Settlement.

15. Within twenty (20) days after the Court’s entry of the Preliminary Approval Order, and subject to Anthem’s receipt of a W-9 and written wire instructions that include the requested wire transfer amount and recipient, Anthem shall electronically transfer to a qualified settlement fund established by the Settlement Administrator (the “Settlement Administration Account”) an initial deposit of two hundred fifty thousand dollars (\$250,000.00) to cover initial costs and expenses for implementing the terms of the Settlement. If the Settlement does not receive Final Approval, any balance of this initial funding shall revert to Anthem.

16. Within fourteen (14) days after the Final Order and Judgment Approving Settlement is entered, and subject to Anthem’s receipt of a W-9 and written wire instructions that

include the requested wire transfer amount and recipient, Anthem shall electronically transfer to the Settlement Administration Account the balance of the Settlement Amount (\$12,625,000.00).

17. Anthem will fully discharge its obligations to the Class Members regarding providing monetary compensation when it has transferred the full Settlement Amount to the Settlement Administration Account.

18. Except as provided in Paragraph 15, no portion of the Settlement Amount will revert to Anthem.

19. Class Members who: (1) do not submit a written request for exclusion from the Class under Paragraph 43; and (2) have not already entered into a separate settlement agreement with Anthem in a separate action raising one or more Released Claims are eligible to receive a share of the Common Fund pursuant to the Settlement administration process outlined in the Plan of Allocation approved by the Court.

RELEASE OF CLAIMS

20. The obligations incurred under this Settlement will be in full and final disposition of the Action against the Released Parties and will fully, finally, and forever compromise, settle, release, resolve, relinquish, waive, discharge any and all Released Claims against the Released Parties.

21. Upon the Effective Date, Plaintiffs will have, and each of the Class Members will be deemed to have, and by operation of law and of the Judgment will have, on behalf of themselves and their Related Parties, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged the Released Parties from the Released Claims without costs to any party (except as set forth in this Settlement), except for claims to enforce the Settlement.

22. WITHOUT LIMITING THE FOREGOING, PLAINTIFFS AND CLASS

MEMBERS, ON BEHALF OF THEMSELVES AND THEIR RELATED PARTIES, EXPRESSLY AND IRREVOCABLY WAIVE AND RELEASE ANY AND ALL DEFENSES, RIGHTS, AND BENEFITS THEY MAY HAVE IN RELATION TO THE RELEASED CLAIMS BY VIRTUE OF THE PROVISIONS OF CALIFORNIA CIVIL CODE § 1542 OR SIMILAR LAW OR RULE OF ANY OTHER STATE OR JURISDICTION. CALIFORNIA CIVIL CODE § 1542 PROVIDES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

ATTORNEYS’ FEES, COSTS, AND INCENTIVE AWARDS

23. Class Counsel will apply to the Court for an award of attorneys’ fees in an amount not to exceed 33.33% of the Settlement Amount and reimbursement of costs incurred in litigating the Action, which will include any fees and costs incurred through Final Approval, and which will be paid out of the Common Fund.

24. Class Counsel will seek Court approval of Incentive Awards for each of the Class Representatives, based on the time and effort they devoted to the Action, in an amount not to exceed \$10,000 each, to be paid out of the Common Fund.

25. Anthem and the other Released Parties will not oppose any reasonable application for payment of attorneys’ fees or reimbursement of litigation costs to Class Counsel, or payment of any Incentive Awards to the Class Representatives.

SETTLEMENT ADMINISTRATOR

26. The Settlement Administrator shall administer various aspects of the Settlement, including but not limited to providing notice to Class Members and distributing the Common

Fund pursuant to the Plan of Allocation approved by the Court or as otherwise ordered by the Court.

27. Anthem shall play no role in, and will have no liability for, the administration of the Settlement or in determining the sufficiency of claims or the amount of claims under the Settlement.

28. The Settlement Administrator's responsibilities shall include all administrative, accounting, and tax compliance matters related to settlement payments and administration, including, in addition to other responsibilities that are described in this Agreement and the Plan of Allocation approved by the Court:

- a. Implementing the Notice Program required by this Agreement and approved by the Court;
- b. Establishing and maintaining the Settlement Administration Account as a qualified settlement fund;
- c. Establishing and maintaining a post office box for Class Members' mailed written notifications of exclusion from the Settlement;
- d. Establishing and maintaining a toll-free telephone line for Class Members, or others on their behalf, to call with Settlement-related inquiries, and answering the questions of Class Members or others communicating such inquiries on their behalf;
- e. Responding to any, inquiries regarding the Settlement from Class Members, or others on their behalf;
- f. Processing all written notifications of exclusion from the Class Members;
- g. Providing weekly reports and, no later than ten (10) days after the Opt-Out Deadline, a final report to Class Counsel and Anthem's Counsel, that include the number of written notifications of exclusion received that week, the total number of written

notifications of exclusion received to date, and other pertinent information as requested by Class Counsel and Anthem's Counsel;

h. In advance of the Fairness Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of the Notice Program in accordance with the Preliminary Approval Order; and (ii) identifies the total number of Class Members who timely and properly provided written notification of exclusion from the Class;

i. Reviewing, determining the validity of, and responding to all Claim Forms submitted by Class Members, and carrying out the Plan of Allocation approved by the Court;

j. After Final Approval, processing and transmitting settlement payments to Class Members pursuant to the Plan of Allocation approved by the Court; and

k. Performing any function related to Settlement administration at the agreed-upon instruction of both Class Counsel and Anthem's Counsel, including, but not limited to, verifying that settlement payments have been distributed in accordance with the Plan of Allocation approved by the Court.

29. Thirty (30) days after Class Counsel files the Settlement Administrator's Declaration certifying all distributions are complete, settlement administration shall terminate. Upon termination of settlement administration, or at any earlier time at which no further funds are necessary to carry out the Plan of Allocation ordered by the Court, all bank accounts established to hold funds to pay the claims of Class Members under this Settlement may be closed. Following termination of settlement administration, the Settlement Administrator shall have no further obligation to perform any functions to administer that settlement. All documents relating to the settlement in the possession of the Settlement Administrator at that time shall be returned to Anthem, where they will be kept until they are destroyed pursuant to Anthem's

document retention policies, but in no event shall Anthem be required to keep such documents more than ten (10) years.

30. The Parties agree to cooperate in good faith and to coordinate with each other and the Settlement Administrator to carry out the terms of the Settlement.

PRELIMINARY APPROVAL ORDER

31. Class Counsel will promptly file the Agreement and its exhibits with the Court and apply for entry of the Preliminary Approval Order substantially in the form attached here as **Exhibit A**.

32. Class Counsel agrees to provide a draft of the motion for Preliminary Approval to Anthem's Counsel for review and comment in advance of its filing.

CLASS ACTION FAIRNESS NOTICE

33. No more than ten (10) days after Plaintiffs file their Motion for Preliminary Approval, Anthem shall cause the Settlement Administrator to provide the notices of the proposed Settlement required by the Class Action Fairness Act, 28 U.S.C. § 1715(b) ("CAFA"), substantially in the form attached as **Exhibit B**.

34. The motion papers in support of Final Approval of the Settlement shall include a copy of the notices provided pursuant to Paragraph 33 and will request a finding that 28 U.S.C. § 1715 was fully complied with.

NOTICE OF PROPOSED SETTLEMENT AND FAIRNESS HEARING

35. To the extent not already provided, Anthem will provide the Class Data to the Settlement Administrator (with a CC to Class Counsel) no later than seven (7) days after the entry of the Preliminary Approval Order. The Settlement Administrator shall treat any and all documents, communications and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents,

communications, or other information to any person or entity except as provided for in this Settlement Agreement or by court order.

36. The Class Data shall be designated “Highly Confidential – Attorney’s Eyes Only” pursuant to the Stipulated Discovery Protective Order entered in the Action (ECF No. 46). Before receiving the Class Data, the Settlement Administrator shall execute a business associate agreement (“BAA”) with Anthem to ensure compliance with HIPAA and its regulations, and take all reasonable steps to ensure that any information provided to it by Anthem will be used solely for the purpose of effectuating this Settlement and otherwise comply with Anthem’s vendor and information security requirements.

37. No more than thirty (30) days after the entry of the Preliminary Approval Order, the Settlement Administrator will send the Notice to the Class Members.

38. The Settlement Administrator will send notice using the Court-approved Notice, sent by first-class mail. If Anthem possesses emails for the Class Members, notice also will be provided by email if feasible and cost-effective. The Settlement Administrator will perform a United States Postal Service National Change of Address (“NCOA”) database scrub on the mailing list before mailing the Notice. The Settlement Administrator will perform a skip-trace search for persons whose Notices are returned as undeliverable, and must re-send returned mail to new addresses found for those persons.

39. Through Class Counsel, the Settlement Administrator shall, at least seven (7) days prior to the Fairness Hearing, file with the Court proof of mailing of the Notice to the Class.

40. Each Class Member will be deemed to have submitted to the jurisdiction of the Court regarding their participation in the Settlement.

41. The cost of administering the Settlement, including the cost of providing notice to Class Members and to State and Federal officials as required by 28 U.S.C. § 1715, will be paid

out of the Common Fund.

42. All controversies and proceedings regarding the administration of the Settlement and distribution of attorneys' fees and costs to Class Counsel are subject to the jurisdiction of the Court.

REQUESTS FOR EXCLUSION FROM THE CLASS

43. Each Class Member will be bound by all determinations and judgments in the Action concerning the Settlement unless the member sends to the Settlement Administrator, by first class mail, a written request for exclusion from the Class. To be valid, the request for exclusion must: (1) be postmarked no later than sixty (60) days after the date the Class Notice was sent to the Class, and (2) state all of the following: (a) the name, address, and telephone number of the person requesting exclusion; and (b) a clear and unequivocal statement that the person wishes to be excluded from the Class.

44. All persons who submit valid and timely requests for exclusion in the manner described in Paragraph 43 will have no rights under this Agreement, will not share in the Settlement, and will not be bound by the Agreement or the Judgment, unless the request for exclusion is validly retracted under Paragraph 46.

45. The Settlement Administrator will scan and email copies of each request for exclusion in PDF format (or any other agreed format) to Anthem's Counsel and to Class Counsel not more than five (5) days after the Settlement Administrator receives such a request. As part of the motion papers in support of Final Approval of the Settlement, Class Counsel will include the total number of persons who have requested exclusion from the Class.

46. Any Class Member may retract a prior request for exclusion by providing to Class Counsel and to Anthem's Counsel a written notice stating his or her desire to retract the request for exclusion from the Class by 12:00 p.m., Eastern Time, five (5) days before the Fairness

Hearing. Any written notice retracting the request for exclusion also must include a statement that the Class Member makes the retraction freely and of his or her own volition, without coercion by anyone. Any Class Member who validly retracts a request for exclusion under this Paragraph will not be excluded from the Class, will be deemed to be a Class Member, and will be bound by the Settlement.

47. If more than 3.0% of Class Members submit a timely request for exclusion, Anthem may, in its sole discretion, nullify this Settlement Agreement; provided that the Class Member has not validly retracted the request as of the time Anthem exercises this option. If Anthem exercises this option, the Settlement and this Agreement will become null and void and have no further force and effect, and the terms of Paragraph 60 will apply.

OBJECTIONS TO SETTLEMENT

48. Any Class Member who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement must deliver to Class Counsel and to Anthem's Counsel, and file with the Court, no later than sixty (60) days after the date Notice was sent to the Class Members or as the Court otherwise may direct, a written statement of the objection, as well as the specific reason(s), if any, for each objection, including any legal support the Class Member wishes to bring to the Court's attention and any evidence or other information the Class Member wishes to introduce in support of the objections. Class Members may object either on their own or through an attorney retained at their own expense. The written objection must also contain (i) the Class Member's name, address, signature, and telephone number; (ii) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection; (iii) the caption of each case in which the objector has made such objection; (iv) a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed

case; and (v) the identity of all counsel who represent the objector.

49. Any Class Member who files and serves a written objection, as described in Paragraph 48, may appear at the Fairness Hearing, either in person or through counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement. Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must include in their objection a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing and the identity of all counsel representing the objector who will appear at the Fairness Hearing.

50. Any Class Member who fails to comply with the provisions of Paragraphs 48 and 49 will waive and forfeit any and all rights he or she may have to appear separately and to object, and will be bound by all the terms of this Agreement and by all proceedings, orders, and judgments, including but not limited to the Release, in the Action.

51. Any Class Member who objects to the Settlement will be entitled to all of the benefits of the Settlement if it is approved, as long as the objecting Class Member complies with all requirements of this Agreement.

52. Anthem will fully discharge its obligations to the Class Members regarding providing monetary compensation when Anthem electronically transfers to the Settlement Administration Account the balance of the Settlement Amount (\$12,625,000.00), pursuant to Paragraph 16, above.

FAIRNESS HEARING AND ENTRY OF THE JUDGMENT

53. The Fairness Hearing shall occur at a date and time designated by the Court, but no sooner than ninety (90) days after the Settlement Administrator sends the CAFA notices as provided in Paragraph 33.

54. If this Settlement is approved by the Court at or after the Fairness Hearing, Class

Counsel and Anthem's Counsel will request that the Court enter the Final Order and Judgment Approving Settlement substantially in the form attached here as **Exhibit E**.

SETTLEMENT PROCESS SCHEDULE

55. The schedule for the events contemplated by this Settlement Agreement are as follows, subject to approval by the Court:

DATE	EVENT
June 30, 2025	Class Counsel files a motion for Preliminary Approval of the Settlement
July 10, 2025	Deadline for Anthem, through the Settlement Administrator, to provide the notice required under the Class Action Fairness Act pursuant to 28 U.S.C. § 1715
Day 1	Preliminary Approval Order entered
Day 7	Deadline for Anthem to provide Class Data to Settlement Administrator
Day 20	Anthem deposits \$250K into Settlement Administration Account
Day 30	Notice Deadline
Day 69	Motion for Attorneys' Fees & Costs, Incentive Awards (21 days before Objection Deadline)
Day 90	Objection Deadline (Notice Deadline + 60 days)
Day 90	Opt-Out Deadline (Notice Deadline + 60 days)
Day 100	Final Report on Opt-Outs (Opt-Out Deadline +10 days)
Day 107	Plaintiffs file Motion for Final Approval of Class Action Settlement
Day 120	Claim Submission Deadline (Notice Deadline + 90 days)
TBD	Deadline to retract opt-out notice (5 calendar days before Fairness Hearing)
TBD	Fairness Hearing (to be set by the Court on a date no earlier than 90 days after CAFA notices are sent).

DATE	EVENT
Day 1	Final Order and Judgment Approving Settlement entered.
Day 14	Anthem deposits balance of Settlement Amount into Settlement Administration Account
Day 35	Effective Date of Settlement Agreement
21 days after all funds distributed from Common Fund	Class Counsel files Settlement Administrator's Declaration certifying all distributions are complete
30 days after Declaration of Completion	Termination of Settlement Administration

TERMINATION OF THE SETTLEMENT

56. Either Party will have the option to terminate this Agreement on ten (10) calendar days' notice to the other if any of the following occurs:

- a. The Court enters any order that is materially inconsistent with the terms of this Agreement;
- b. The Court denies the Motion for Preliminary Approval;
- c. The Court does not approve the Settlement or any material part of it as reflected in this Agreement.
- d. The Court denies the Motion for Final Approval and Judgment;
- e. The Judgment is vacated, modified, or reversed in any material respect by an appellate court of competent jurisdiction;
- f. The Parties mutually agree to termination; or
- g. The Effective Date does not occur for any reason.

57. The Court's reduction in the amount of Class Counsel's requested attorney's fees

and/or costs and expenses shall not be deemed a valid ground for terminating the Settlement.

58. However, in any event, the Parties may voluntarily agree in writing to modify this Agreement in the manner necessary to obtain Court approval, in which case this Settlement will not terminate.

59. If this Agreement is terminated, the Settlement and this Agreement will become null and void and have no further force and effect.

60. If this Agreement is terminated, the Parties to this Agreement will be deemed to have reverted nunc pro tunc to their respective status in the Action as of the date and time immediately before the execution of this Agreement; except as otherwise expressly provided, the Parties will proceed in all respects as if this Agreement and any related orders had not been entered and without any prejudice in any way from the negotiation, fact, or terms of the Settlement or this Agreement; any funds in the Common Fund shall be returned to Anthem (except to the extent Notice and settlement administration costs have been incurred or expended); and this Agreement may not be used in the Action or in any other proceeding for any purpose.

NO ADMISSION OF WRONGDOING

61. Whether or not the Settlement is approved by the Court, and whether or not it is consummated, the fact and terms of this Agreement, including Exhibits, all negotiations, discussions, drafts, and proceedings in connection with the Settlement, and any act performed or document signed in connection with the Settlement:

a. may not be construed, offered, or received against Anthem or any other Released Party as a presumption, concession, or admission about the truth of any fact alleged by Plaintiffs, the validity of any claim that had been or could have been asserted in the Action or in

any litigation, that the class should have been certified, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation; and

b. may not be construed, offered, or received against Plaintiffs or the Class or any of them as a presumption, concession, or admission that any of their claims are or were without merit or that any damages recoverable under the Complaints would not have exceeded any benefits provided under this Settlement.

62. Once approved by the Court, the Settlement reflected in this Agreement may be pleaded as a full and complete defense by any of the Released Parties to any action, suit, or other proceeding that may be instituted, prosecuted or attempted regarding any of the Released Claims. The Released Parties may offer the Agreement or the Judgment from the Action in any other action that may be brought against them by any identified Class Member in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any similar defense or counterclaim.

MISCELLANEOUS PROVISIONS

63. The Parties agree to work together in good faith to accomplish, as soon as reasonably practical, all of the prerequisites for the Effective Date, including the Preliminary Approval Order, approval by the Court of the Settlement, and the Judgment.

64. Provided the Effective Date has occurred, Plaintiffs and Class Counsel in possession of material that has been produced by Anthem and marked on its face or otherwise designated as “Confidential” or “Highly Confidential,” including but not limited to the data and documents exchanged by the Parties during formal and informal discovery in the Action, shall either: (a) return such matter no later than sixty (60) days after the Effective Date to Anthem’s Counsel, or (b) destroy such matter and certify in writing within sixty (60) days after the Effective Date that the material has been destroyed, provided, however, that Class Counsel may

retain complete copies of all transcripts and pleadings from the Action, including any exhibits attached thereto for archival purposes, so long as such materials are kept confidential in accordance with the terms of the Stipulated Discovery Protective Order entered in the Action (ECF No. 46) and applicable law.

65. The headings in this Agreement are used for the purpose of convenience only and are not meant to have legal effect.

66. All of the Exhibits attached to the Agreement are incorporated by reference. If there is a conflict or inconsistency between the terms of this Agreement and the terms of any exhibit, the terms of this Agreement will prevail.

67. This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all Parties or their successors-in-interest.

68. The Parties to this Agreement intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiffs and the Class Members against any of the Released Parties with respect to the Released Claims.

69. The Parties to this Agreement agree that the terms of the Settlement were negotiated at arm's length in good faith by the Parties, and reflect a settlement that was reached voluntarily based on adequate information and after consultation with experienced legal counsel.

70. The waiver by one Party of any breach of this Agreement by any other Party will not be deemed a waiver of any other prior or subsequent breach of this Agreement.

71. The Parties, including their counsel, agree that the terms of this Settlement shall remain confidential and not to be disclosed by any party, except in connection with the solicitation of bids from potential settlement administrators, until the Agreement is filed in connection with the motion for preliminary approval.

72. Plaintiffs and Class Counsel shall not publicly disparage or defame Anthem with

respect to the Released Claims; nor shall Plaintiffs or Class Counsel encourage any other Person to do so. Anthem, its managing agents and Anthem's Counsel shall not publicly disparage or defame Plaintiffs or Class Members with respect to the Released Claims. Neither Plaintiffs nor Class Counsel may suggest or imply that the Settlement reflects an admission of liability or wrongdoing by Anthem. This provision shall not be interpreted to prevent Plaintiffs and Class Counsel from discussing the Settlement with Class Members. Moreover, the Parties agree that Class Counsel may post a link to the Settlement website on their firm websites identifying the Action by the case caption, and publish a statement regarding the settlement on their firm websites that is jointly approved by Plaintiffs and Anthem. Other than the link to the settlement website and jointly approved statement regarding the settlement on Class Counsel's firm websites, neither the Plaintiffs nor Class Counsel shall publish any public communication (including blog posts or articles) regarding the Settlement. In addition, neither the Parties nor their counsel shall communicate with the press or media regarding the Settlement other than to state in response to inquiries that they are pleased the matter has been resolved. Statements of Plaintiffs or Class Counsel to Persons other than the press or media that describe the allegations in a manner consistent with the Background section of this Agreement or the jointly approved statement regarding the settlement, which will be publicly available, shall not constitute disparagement in violation of this Paragraph. Nor shall this provision be read, in any way, to preclude or hinder Class Counsel or counsel for Anthem from representing clients in future matters related to the subject matter of the Action, including by making allegations or statements in court filings relating to the subject matter of the Action.

73. Any change in law arising after the date of this filing will not be relied upon by any party as a basis for refusing to carry out the terms of this Agreement.

74. This Agreement and its Exhibits constitute the entire agreement among the Parties

regarding the Settlement and supersede all prior and contemporaneous arrangements, oral and written agreements, and discussions or negotiations between or among the Parties or their agents or attorneys. No promise, representation, or warranty by any Party, or attorney or agent of any Party, regarding the Settlement that is not expressly contained or referred to in this Agreement or its exhibits will be valid or binding on that Party. The Parties have included this Paragraph to preclude the introduction of parole evidence to vary, interpret, supplement, or contradict the terms of this Agreement.

75. This Agreement may be executed by electronic signature (as indicated by an “s/”), and in one or more counterparts, including by signature transmitted by facsimile, or by a .pdf/.tiff image of the signature transmitted by email. All executed counterparts and each of them will be deemed to be one and the same instrument.

76. The Parties and their respective counsel agree that they will use their best efforts to obtain all necessary approvals of the Court required for the Settlement by this Agreement.

77. Each person signing this Agreement represents they have all necessary authority to sign this Agreement.

78. This Agreement will be binding on the Parties, including any and all Released Parties and any corporation, partnership, or other entity into or with which any Party may merge, consolidate, or reorganize. No assignment will relieve any Party of any obligation under this Settlement.

79. Notices required by this Agreement will be submitted both (1) by email and (2) either by (a) any form of overnight mail or (b) in person to:

Caroline E. Reynolds
ZUCKERMAN SPAEDER LLP
2100 L St., NW, Suite 400
Washington, DC 20037
creynolds@zuckerman.com

Meiram Bendat
PSYCH-APPEAL, INC.
7 West Figueroa Street, Suite 300
Santa Barbara, CA 93101
mbendat@psych-appeal.com

Julie Selesnick
BERGER MONTAGUE PC
1001 G Street, NW, Suite 400 East
Washington, D.C. 20001
jselesnick@bm.net

Attorneys for Plaintiffs and the Class

and

Rebecca R. Hanson
REED SMITH LLP
10 S. Wacker Drive, Floor 40
Chicago, Illinois 60606
rhanson@reedsmith.com

Attorneys for Anthem

Notice will be deemed effective on sending the notice as described in this Paragraph.

80. The administration, consummation, and enforcement of the Settlement in this Agreement will be under the authority of the Court, and the Parties intend that the Court retain jurisdiction for the purpose of entering orders, providing for approval of attorneys' fees and costs to Class Counsel, and enforcing the terms of the Settlement and this Agreement.

81. The Common Fund will be placed in a qualified settlement fund to be administrated by the Settlement Administrator.

82. Neither any Party nor the Settlement Administrator will make any representation regarding the taxability of any distribution made to Plaintiffs or the Class Members. Class Members will be solely responsible for the reporting and payment of any federal, state, and/or local income or other tax.

83. Plaintiffs and Class Counsel agree that they will use the Class Data information

for Settlement purposes only, *i.e.*, effectuating, supporting, and carrying out the terms of the Settlement, and will comply with the Stipulated Discovery Protective Order entered in this Action (ECF No. 46), including Paragraph 5 (HIPAA and Privacy Protections), and any subsequent order entered by the Court with respect to Class Data.

84. The construction, interpretation, operation, effect, and validity of this Agreement, and all documents necessary to effectuate it, will be governed by the internal laws of the State of Indiana without regard to conflicts of laws.

85. Neither this Agreement nor any document referred to herein nor any action taken to carry out this Agreement is or may be construed as either a finding by the Court or an admission by Anthem of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by the Class, including any Class Members who request exclusion from the Class pursuant to paragraph 43, against Anthem.

86. Except as expressly provided for in this Agreement, each Party will bear its own costs and fees.

87. Plaintiffs will retain the Settlement Administrator appointed by the Court. The Settlement Administrator will sign Exhibit A to the Stipulated Discovery Protective Order in this Action.

88. This Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties. This Agreement is the result of arm's length negotiations between the Parties and all Parties have contributed substantially and materially to the preparation of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the dates written below.

ACCEPTED AND AGREED:

DEFENDANTS ANTHEM, INC. AND ANTHEM UM SERVICES, INC.

Dated: 6/27/2025

By: C. Morgan Kendrick

Name: C. Morgan Kendrick

Title: EVP & President Commercial & Specialty Business

PLAINTIFF MARISSA COLLINS

Dated: _____

PLAINTIFF KARYN SANCHEZ

Dated: _____

PLAINTIFF [REDACTED] on his own behalf and on behalf of his daughter, [REDACTED], a minor

Dated: _____

PLAINTIFF JAMES BURNETT, on behalf of his son, Joshua Burnett

Dated: _____

ACCEPTED AND AGREED:

DEFENDANTS ANTHEM, INC. AND ANTHEM UM SERVICES, INC.

Dated: _____

By: _____

Name:

Title:

PLAINTIFF MARISSA COLLINS

Dated: 6/29/25

ma Collins

PLAINTIFF KARYN SANCHEZ

Dated: _____

PLAINTIFF [REDACTED], on his own behalf and on behalf of his daughter [REDACTED] a minor

Dated: _____

PLAINTIFF JAMES BURNETT, on behalf of his son, Joshua Burnett

Dated: _____

ACCEPTED AND AGREED:

DEFENDANTS ANTHEM, INC. AND ANTHEM UM SERVICES, INC.

Dated: _____

By: _____

Name:

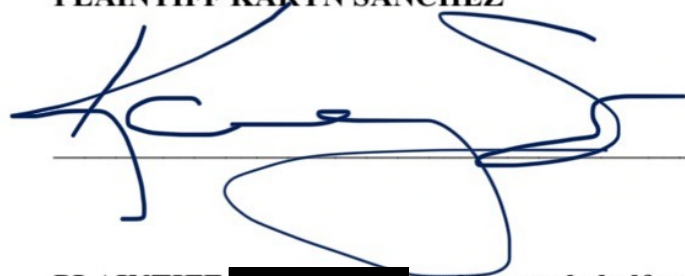
Title:

PLAINTIFF MARISSA COLLINS

Dated: _____

PLAINTIFF KARYN SANCHEZ

Dated: 6/29/2025 _____

A handwritten signature in blue ink, appearing to read 'Karyn Sanchez', is written over a horizontal line.

PLAINTIFF [REDACTED] on his own behalf and on behalf of his daughter, [REDACTED] a minor

Dated: _____

PLAINTIFF JAMES BURNETT, on behalf of his son, Joshua Burnett

Dated: _____

ACCEPTED AND AGREED:

DEFENDANTS ANTHEM, INC. AND ANTHEM UM SERVICES, INC.

Dated: _____

By: _____

Name:

Title:

PLAINTIFF MARISSA COLLINS

Dated: _____

PLAINTIFF KARYN SANCHEZ

Dated: _____

PLAINTIFF [REDACTED] on his own behalf and on behalf of his daughter, [REDACTED] a minor

Dated: 6/30/25

PLAINTIFF JAMES BURNETT, on behalf of his son, Joshua Burnett

Dated: _____

ACCEPTED AND AGREED:

DEFENDANTS ANTHEM, INC. AND ANTHEM UM SERVICES, INC.

Dated: _____

By: _____

Name:

Title:

PLAINTIFF MARISSA COLLINS

Dated: _____

PLAINTIFF KARYN SANCHEZ

Dated: _____

PLAINTIFF [REDACTED], on his own behalf and on behalf of his daughter, [REDACTED], a minor

Dated: _____

PLAINTIFF JAMES BURNETT, on behalf of his son, Joshua Burnett

Dated: 6/30/2025

/s/ James Burnett

APPROVED AS TO FORM:


ZUCKERMAN SPAEDER LLP

Dated: June 27, 2025


By: Caroline E. Reynolds

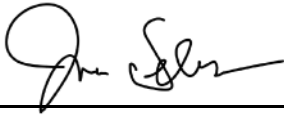
PSYCH-APPEAL, INC.

Dated: June 29, 2025


By: Meiram Bendat

BERGER MONTAGUE

Dated: June 30, 2025


By: Julie Selesnick

Counsel for Plaintiffs and the Certified Class

REED SMITH LLP

Dated: _____

By: Rebecca R. Hanson

*Counsel for Defendants
Anthem, Inc. and Anthem UM Services, Inc.*

APPROVED AS TO FORM:

ZUCKERMAN SPAEDER LLP

Dated: _____

By: Caroline E. Reynolds

PSYCH-APPEAL, INC.

Dated: _____

By: Meiram Bendat

BERGER MONTAGUE


Dated: _____

By: Julie Selesnick

Counsel for Plaintiffs and the Certified Class

REED SMITH LLP

Dated: 06/30/2025



By: Rebecca R. Hanson

*Counsel for Defendants
Anthem, Inc. and Anthem UM Services, Inc.*

LIST OF EXHIBITS TO SETTLEMENT AGREEMENT

Exhibit A	[Proposed] Order Preliminarily Approving Settlement and Providing for Notice
Exhibit B	CAFA Notice
Exhibit C	Notice of Proposed Class Action Settlement and Fairness Hearing
Exhibit D	Claim Form
Exhibit E	[Proposed] Final Order and Judgment Approving Settlement

Exhibit A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

MARISSA COLLINS, on her own behalf, and
on behalf of all others similarly situated,
JAMES BURNETT, on behalf of his son, and
on behalf of all others similarly situated, and
KARYN SANCHEZ, on behalf of her minor
son and all others similarly situated,

Plaintiffs,

v.

ANTHEM, INC. and ANTHEM UM
SERVICES, INC.,

Defendants.

Civil Action No. 2:20-cv-01969-FB-SIL

**[Proposed] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT AND DIRECTING NOTICE TO CLASS MEMBERS**

WHEREAS, on March 19, 2024, this Court certified, pursuant to Federal Rule of Civil Procedure 23(b)(2), a Class defined as follows:

Any member of a health benefit plan governed by ERISA, the terms of which require that covered services must be provided in accordance with generally accepted standards of medical practice, (a) whose request for coverage of residential treatment services for a behavioral health disorder was denied for lack of medical necessity by Anthem UM Services, Inc. on or after April 29, 2017; where (b) such denial was based on Anthem's Clinical UM Guidelines or the MCG Guidelines for Residential Behavioral Health Level of Care; and (c) such denial was not reversed on administrative appeal.

Mem. and Order, ECF No. 112, at 39.

WHEREAS, Class Representatives Marissa Collins, Karyn Sanchez, James Burnett, and A.I.,¹ individually and on behalf of the Class, and Defendants Anthem, Inc. and Anthem UM

¹ On June 21, 2022, this Court granted Intervenor Plaintiff A.I.'s motion to proceed anonymously in this litigation and to seal or redact personally identifying information pertaining to himself and his minor daughter. *See* ECF Nos. 55, 58 and Electronic Order dated June 21, 2022.

Services, Inc. (collectively, “Defendants” or “Anthem”) have determined to settle the above-captioned matter (the “Action”) on the terms and conditions set forth in the Settlement Agreement executed as of June ____, 2025, and all exhibits thereto (the “Settlement Agreement”), the original of which is filed with the Clerk of the Court (this settlement process hereafter referred to as the “Settlement”);

WHEREAS, Class Representatives have filed an unopposed motion for an order that, *inter alia*, (1) preliminarily approves the Settlement on the terms set forth in the Settlement Agreement; (2) appoints the Settlement Administrator; (3) directs the Settlement Administrator to notify the Class Members of the proposed Settlement per the approved form of notice; (4) establishes a deadline for Class Members to opt out of or object to the Settlement; (5) establishes a deadline for Class Members to submit claims for reimbursement from the Out-of-Pocket Reimbursement Fund; and (6) schedules a hearing to determine whether the Settlement should be finally approved as fair, reasonable, and adequate, and whether an order finally approving the Settlement should be entered;

WHEREAS, the Court, having read and considered the motion, the memorandum submitted in support of the motion and the exhibits thereto, including the proposed Plan of Allocation and the Settlement Agreement and the exhibits thereto, including the proposed (i) Notice of Proposed Settlement of Class Action and Fairness Hearing; (ii) Final Order and Judgment Approving Settlement; and (iii) Class Action Fairness Act Notice, finds that substantial and sufficient grounds exist for entering this Order Granting Preliminary Approval of Class Action Settlement and Directing Notice to Class Members (“this Order”); and

WHEREAS, upon review and consideration of the foregoing materials, the Court has found good cause for entering this Order.

THEREFORE, IT IS ORDERED THAT:

1. The definitions and terms set forth in the Settlement Agreement are hereby adopted and incorporated into this Order.

2. The Class includes all persons who meet the following definition of the Class certified by this Court on March 19, 2024:

Any member of a health benefit plan governed by ERISA, the terms of which require that covered services must be provided in accordance with generally accepted standards of medical practice, (a) whose request for coverage of residential treatment services for a behavioral health disorder was denied for lack of medical necessity by Anthem UM Services, Inc. on or after April 29, 2017; where (b) such denial was based on Anthem's Clinical UM Guidelines or the MCG Guidelines for Residential Behavioral Health Level of Care; and (c) such denial was not reversed on administrative appeal.

3. The proposed Settlement as reflected in the Settlement Agreement and all exhibits thereto is hereby preliminarily approved. The Court finds that it is likely to be able to approve the Settlement as fair, reasonable, and adequate after considering whether:

(A) the class representatives and class counsel have adequately represented the class;

(B) the proposal was negotiated at arm's length;

(C) the relief provided for the class is adequate, taking into account:

(i) the costs, risks, and delay of trial and appeal;

(ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;

(iii) the terms of any proposed award of attorney's fees, including timing of payment; and

(iv) any agreement required to be identified under Rule 23(e)(3); and

(D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e).

4. The Court also finds that it is likely to be able to approve the Settlement as fair, reasonable, and adequate under the “*Grinnell* factors,” which consider:

(1) the complexity, expense and likely duration of the litigation; (2) the reaction of the Class to the Settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the Class through the trial; (7) the ability of Defendants to withstand a greater judgment; (8) the range of reasonableness of the Settlement fund in light of the best possible recovery; and (9) the range of reasonableness of the Settlement Fund to a possible recovery in light of all the attendant risks of litigation.

City of Detroit v. Grinnell Corp., 495 F.2d 448, 463 (2d Cir. 1974), *abrogated on other grounds* by *Goldberger v. Integrated Res., Inc.*, 209 F.3d 43 (2d Cir. 2000). Accordingly, notice of the proposed Settlement should be given to the Class.

5. The Court approves the substance of the Notice of Proposed Class Action Settlement and Fairness Hearing (“Notice”) and the Opt-Out Form, which are attached to the Settlement Agreement as Exhibit C, as well as the Claim Form, which is attached to the Settlement Agreement as Exhibit D. The Notice program includes: (i) the mailing of the Notice directly to the Class Members; (ii) a Settlement website containing the Notice information, Opt-Out Form, Plan of Allocation and Claim Form, and relevant pleadings about the case, including the Motion for Preliminary Approval and, when filed pursuant to the schedule set forth herein, the Fee Application and application for Incentive Awards for the Class Representatives; and (iii) a dedicated telephone number by which members of the Class can obtain information about the Settlement. The Court finds that these procedures established for Notice by the Settlement Agreement are the best practicable under the circumstances and are reasonably calculated to apprise the Class Members of the pendency of the Action and the proposed Settlement, afford any member of the Class an opportunity to present any objections to the Settlement or to opt out of the Settlement, and comply in all respects with the Federal Rules of Civil Procedure and all of the requirements of due process.

6. The Court approves the form and substance of the CAFA Notice, attached to the Settlement Agreement as Exhibit B. The Court further finds and orders that upon mailing of the CAFA Notice to the attorneys general of the United States and the states where Class Members are located (based on available information at the time such notices are sent), Defendants will have complied with the notice requirements of the Class Action Fairness Act pursuant to 28 U.S.C. § 1715.

7. Simpluris is hereby appointed as Settlement Administrator. The Settlement Administrator shall be responsible for providing the Notice to the Class Members in accordance with the provisions of the Settlement Agreement and this Order. The Court finds that the Settlement Administrator has experience handling cases that involve protected health information (“PHI”), including as that term is defined by 45 C.F.R. § 160.103.

8. Within seven (7) days after entry of this Order, Anthem shall provide the Settlement Administrator (with a copy to Class Counsel) with the Class Data, to the extent it has not already provided such Class Data. Within thirty (30) days after entry of this Order, the Settlement Administrator shall provide the Notice to all Class Members in accordance with the Settlement Agreement.

9. Anthem and its counsel are authorized and directed to disclose the Class Data to the Settlement Administrator (with a copy to Class Counsel) in accordance with the foregoing paragraph and the terms of the Settlement. Where available, Anthem and its counsel are also authorized and directed to disclose agreed-upon information about Class Members and their claims to the Settlement Administrator and Class Counsel (including its litigation support vendor), as needed to facilitate administration of the Settlement in accordance with this Order and the Settlement’s terms. Such disclosures, which include information protected by HIPAA and

potentially other laws (including state privacy laws), are necessary to facilitate the Settlement, and therefore good cause and a compelling need exist for these disclosures, the interests supporting disclosure outweigh the need for greater confidentiality, and non-disclosure would be contrary to the public interest. To the extent any provision of federal or state law requires the Parties to obtain a court order as a precondition for the disclosure of information related to or arising out of the treatment of a mental health condition or substance use disorder, this Order satisfies that requirement. Anthem shall designate any such material produced containing “Confidential Health Information” as “CONFIDENTIAL—ATTORNEYS’ EYES ONLY” under the Stipulated Discovery Protective Order entered in the Action (ECF No. 46) and shall produce the data in encrypted form, and the information shall be subject to all the restrictions on use in the Stipulated Discovery Protective Order. In particular, consistent with Paragraphs 10 and 11 of the Stipulated Discovery Protective Order, Class Counsel shall ensure that, prior to receiving any Designated Material, the Settlement Administrator is informed of the confidential nature of the Designated Material and the restrictions on the use of this information, and that the Settlement Administrator executes an agreement substantially in the form of Appendix A to the Stipulated Discovery Protective Order, agreeing to be bound by the terms of the Stipulated Discovery Protective Order.

10. In order for a Class Member to be excluded from the Settlement, the Class Member must request exclusion by submitting a complete, signed, and valid Opt-Out Form to the Settlement Administrator at the address stated in the Notice, which must be postmarked or submitted online no later than sixty (60) days after the date on which the Notice is mailed or otherwise provided. In the event that a Class Member submits a timely and valid Opt-Out Form and does not subsequently retract that request for exclusion as provided in the Settlement

Agreement, that Class Member shall be excluded from the Class, and shall not be entitled to participate in the Settlement.

11. To object to the Settlement, a Class Member must send a complete, signed, and valid written objection to the Court at the address described in the Notice, which must be postmarked no later than sixty (60) days after the date on which the Notice is mailed or otherwise provided. The objection must include the specific reason(s), if any, for each objection, including any legal support the Class Member wishes to bring to the Court's attention and any evidence or other information the Class Member wishes to introduce in support of the objections. Class Members may object either on their own or through an attorney retained at their own expense. The written objection must also contain (i) the Class Member's name, address, signature, and telephone number; (ii) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection; (iii) the caption of each case in which the objector has made such objection; (iv) a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case; and (v) the identity of all counsel who represent the objector. If the objecting Class Member or their attorney intends to appear at the Fairness Hearing, the Class Member must also include, as part of the objection, a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing and the identity of all counsel representing the objector who will appear at the Fairness Hearing. Copies of such objection and notice, and all documentation in support thereof, together with copies of any other papers or briefs filed with the Court, must be simultaneously delivered to Class Counsel and Anthem's Counsel at the addresses provided in the Notice. Any Class Member who does not object in the foregoing manner shall be deemed to have waived all objections and shall be foreclosed from making any objections to the

Settlement. The procedures and requirements for filing objections satisfy the due process rights of all Class Members and are sufficient to ensure the efficient administration of justice and the orderly presentation of any Class Members' objections to the Settlement.

12. No later than twenty-one (21) days before the opt-out and objection deadline, Plaintiffs shall file their motion for attorneys' fees, reimbursement of costs and expenses, and Incentive Awards to the Class Representatives (the "Fee Motion"). The Court finds that this schedule is reasonable and adequate to enable members of the Class to consider the Fee Motion in deciding whether to opt out or object to the Settlement.

13. No later than seven (7) days after the Settlement Administrator provides the Final Report on Opt-Outs, Plaintiffs shall file their motion for final approval of the Settlement and any other papers in support of final approval. Copies of all such papers shall be served upon all Class Members (or their counsel) who file a valid and timely objection to the Settlement.

14. The Court will determine whether to grant final approval of the Settlement at a Fairness Hearing to be held before this Court on _____, 2025 at the United States District Court for the Eastern District of New York, 100 Federal Plaza, Central Islip, NY 11722 (the "Fairness Hearing"). The Court will determine pursuant to the Fairness Hearing that it has jurisdiction over the subject matter and the Parties. It will further determine whether the proposed Settlement and Plan of Allocation is fair, reasonable, and adequate, and whether it should be finally approved by the Court. Finally, it will decide the Fee Motion, the amount of attorneys' fees, costs, and expenses that should be awarded to Class Counsel pursuant to Federal Rule of Civil Procedure 23(h), and the amount of any Incentive Awards to be awarded to the Class Representatives.

15. Through Class Counsel, the Settlement Administrator shall, at least seven (7) days prior to the Fairness Hearing, file with the Court proof of mailing of the Notice to the Class.

16. Any Class Member may appear at the Fairness Hearing, in person or by counsel, and be heard to the extent allowed by the Court in opposition to the fairness, reasonableness, and adequacy of the Settlement as embodied by the Settlement Agreement and the application for Incentive Awards, and attorneys' fees, costs, and expenses to Class Counsel. Unless such requirement is excused by the Court, no person shall be heard in opposition to the Settlement, the Settlement Agreement, or the application for an award of attorneys' fees, costs, and expenses to Class Counsel unless such person, no later than sixty (60) days after the date on which the Notice is mailed or otherwise provided, has filed with the Court an objection to the Settlement and a notice of an intention to appear.

17. The Court reserves the right to adjourn and/or reschedule the Fairness Hearing without further notice of any kind to Class Members. Therefore, any Class Member intending to attend the Fairness Hearing should (in addition to complying with all instructions and requirements above) monitor the date, time, and location of the Fairness Hearing on the Court docket.

18. Pending the final determination of whether the Settlement should be approved, all proceedings and discovery in the Action are stayed, except as specifically provided for in this Order. If the Effective Date does not occur, or if the Parties' Settlement Agreement is otherwise terminated and canceled pursuant to its terms, the Settlement shall be void and of no force and effect, and the Parties shall be deemed to have reverted to their respective statuses as of the date and time immediately prior to the execution of the Settlement Agreement. Plaintiffs and Anthem expressly reserve all rights, claims, defenses, and positions for litigation purposes pending final approval of the Settlement.

19. Except to the extent a Class Member validly opts out, in accordance with this Court's authority under 28 U.S.C. § 1651 and Federal Rule of Civil Procedure 23, pending this Court's ruling on final approval, all Class Members (on their own behalf and on behalf of their representatives and others listed in Paragraph 13(x) of the Settlement Agreement) shall be preliminarily enjoined and barred from asserting any Released Claims against Defendants or their Affiliated Entities. Released Claims are:

[A]ll claims raised in the Complaints and any and all liabilities, suits, debts, covenants, controversies, promises, judgments, rights, claims, actions, class claims, causes of action, demands, damages, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that were or could have been alleged or asserted in the Action, with respect to the Class Members' requests for benefits for residential treatment services that were denied for lack of medical necessity throughout the Class Period.

20. Prior to the entry of the Final Approval Order and Judgment, the Settlement Agreement may, with approval of the Court, be modified by written agreement of Class Counsel and Defendants' counsel in their discretion without giving any additional notice to the Class (other than the Notice given with respect to the Settlement and the Fairness Hearing pursuant to this Order), provided that such modifications in the aggregate are not materially adverse to the Class.

21. This Court hereby retains jurisdiction to consider further matters and applications arising out of or connected with the Settlement and this Order.

22. The Court approves the following schedule for Settlement-related activities:

DATE	EVENT
June 30, 2025	Class Counsel files a motion for Preliminary Approval of the Settlement
July 10, 2025	Deadline for Anthem, through the Settlement Administrator, to provide the notice required under the Class Action Fairness Act pursuant to 28 U.S.C. § 1715

DATE	EVENT
_____, 2025 [Day 1]	Preliminary Approval Order entered
_____, 2025 [Day 7]	Deadline for Anthem to provide Class Data to Settlement Administrator
_____, 2025 [Day 20]	Anthem deposits \$250K into Settlement Administration Account
_____, 2025 [Day 30]	Notice Deadline
_____, 2025 [Day 69]	Motion for Attorneys' Fees & Costs, Incentive Awards (21 days before Objection Deadline)
_____, 2025 [Day 90]	Objection Deadline (Notice Deadline + 60 days)
_____, 2025 [Day 90]	Opt-Out Deadline (Notice Deadline + 60 days)
_____, 2025 [Day 100]	Final Report on Opt-Outs (Opt-Out Deadline +10 days)
_____, 2025 [Day 107]	Motion for Final Approval of Class Action Settlement
_____, 2025 [Day 120]	Claim Submission Deadline (Notice Deadline + 90 days)
_____, 2025	Deadline to retract opt-out notice (5 calendar days before Fairness Hearing)
_____, 2025	Fairness Hearing (to be set by the Court on a date no earlier than 90 days after CAFA notices are sent).

SO ORDERED.

Dated: _____, 2025

Hon. Steven I. Locke
United States Magistrate Judge

Exhibit B

Collins et al. v. Anthem Inc., et al., Civil Action No. 2:20-cv-01969-FB-SIL (E.D.N.Y).

**NOTICE OF FILING OF PROPOSED SETTLEMENT OF CLASS ACTION PURSUANT
TO 28 U.S.C. § 1715**

TO THE APPROPRIATE FEDERAL AND STATE OFFICIALS:

Please be advised of a proposed class action settlement. Defendants Anthem, Inc. and Anthem UM Services, Inc. (collectively, “Defendants”) hereby submit the following Notice of Filing of Proposed Class Action Settlement in the above-referenced class action pursuant to the Class Action Fairness Act of 2005 (“CAFA”). *See* 28 U.S.C. § 1715.

28 U.S.C. § 1715(b) lists eight items that must be provided to the appropriate state and federal officials in connection with any proposed class action settlement. Each of these items is addressed below.

1. **28 U.S.C. § 1715(b)(1): Complaint.** Copies of the Class Action Complaint, Amended Class Action Complaint, and Intervenor Complaint against Defendants and any exhibits thereto are attached here as Exhibits A, B, and C.

2. **28 U.S.C. § 1715(b)(2): Notice of Any Scheduled Judicial Hearing.** Plaintiffs’ unopposed motion for preliminary approval of class action settlement is set to be heard by the Court on _____ at _____ [a.m. / p.m.] in Courtroom 820 of the above-entitled Court, located at Central Islip Courthouse, 100 Federal Plaza, Central Islip, New York 11722.

3. **28 U.S.C. § 1715(b)(3): Proposed Notification to Class Members.** The proposed notice to be provided to class members is attached as ____ to the Settlement Agreement, which is attached here as Exhibit D.

4. **28 U.S.C. § 1715(b)(4): Proposed Class Action Settlement.** A copy of the Settlement Agreement is attached here as Exhibit D.

5. **28 U.S.C. § 1715(b)(5): Settlement or Other Agreement Between Defendants' Counsel and Class Counsel.** Other than the Settlement Agreement attached here as Exhibit D, there are no other settlement or other agreements between class counsel and Defendants' counsel.

6. **28 U.S.C. § 1715(b)(6): Final Judgment.** There has been no final judgment or notice of dismissal.

7. **28 U.S.C. § 1715 (b)(7)(A): Identification or Reasonable Estimate of Class Members By State.** Based upon the information available to Defendants, there are approximately 18,756 class members, and to the best of Defendants' knowledge these class members reside in the states listed below. It is not feasible for Defendants to provide the class members' names due to federal and state laws protecting the class members' privacy rights. Defendants estimate that the number of class members by state is as follows:

State	Percentage

8. **28 U.S.C. § 1715(b)(8): Judicial Opinions Related to the Settlement.** A motion for preliminary approval of the settlement was filed on [date], with a hearing on the motion scheduled for [date]. As of the date of the mailing of this notice, no order has been issued on the motion.

Under 28 U.S.C. § 1715(b), Defendants must serve this notice “not later than 10 days after a proposed settlement of a class action is filed in court.” 28 U.S.C. § 1715(b). Defendants complied with this deadline because the proposed settlement was filed in court on *[date]*, and this notice is being provided on *[date]*.

Please contact us if you require any additional materials or need any further information.

Exhibit C

LEGAL NOTICE BY ORDER OF THE
UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF NEW YORK

If ANTHEM, INC. or ANTHEM UM SERVICES, INC. denied your claim for health insurance coverage for RESIDENTIAL TREATMENT of a mental health condition or substance use disorder between April 29, 2017 and April 30, 2025, you may be entitled to a payment from the proposed settlement of a class action lawsuit.

*A federal court authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.*

**PLEASE READ THIS NOTICE CAREFULLY – YOUR RIGHTS MAY BE
AFFECTED BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT**

- There is a proposed settlement (the “Settlement”) with Anthem, Inc. and Anthem UM Services, Inc. (together, “Anthem”) in a class action lawsuit, *Collins et al. v. Anthem Inc., et al.*, No. 2:20-cv-01969-FB-SIL (E.D.N.Y) (the “Lawsuit”).
- The Settlement resolves a Lawsuit concerning whether Anthem complied with its obligations under the Employee Retirement Income Security Act of 1974 (“ERISA”) and the Mental Health Parity and Addiction Equity Act of 2008 (the “Parity Act”) in its administration of employer-sponsored health plans. The Lawsuit claims that Anthem denied certain coverage requests for residential treatment services, determining that the care was not medically necessary. It further alleges that Anthem applied medical necessity criteria that were more restrictive than generally accepted standards of care, the terms of the relevant health benefit plans, and the criteria used for comparable medical services.
- Anthem denies all of the Plaintiffs’ allegations and claims, but has entered into this Settlement to avoid the expense and uncertainty of litigation.
- The Settlement provides for monetary payments to Class Members.
- Under the Settlement, Class Members will release any individual legal claims they may have against Anthem arising out of or related to Anthem’s denials of coverage for residential treatment of mental health conditions or substance use disorders for lack of medical necessity between April 29, 2017 and April 30, 2025 (the “Class Period”).
- Your rights and options—and the deadlines to exercise them—are explained in this notice. Read this notice carefully.
- If you have questions, go to [Website], call [Toll-free phone number], or email [email address]. You can also write to *Collins v. Anthem, Inc. Settlement Administrator*, c/o Simpluris, P.O. Box 26170, Santa Ana, CA 92799.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS FOR THE SETTLEMENT

REMAIN A MEMBER OF THE CLASS

To remain a Class Member for the Settlement, you do not need to do anything. You automatically will be included in the Class and you will receive a Nominal Payment from the Settlement Fund.

If you remain in the Class, you will give up your right to sue Anthem for claims relating to the subject matter of the Lawsuit.

SUBMIT A CLAIM FOR REIMBURSEMENT OF OUT-OF-POCKET EXPENSES

If you paid out-of-pocket for residential treatment services after Anthem denied your request for coverage, you may submit a claim for reimbursement of a portion of those expenses from the Settlement Fund. The amount you receive will depend in part on how many Class Members submit claims. It is unlikely you will receive a full reimbursement of all amounts you paid out-of-pocket. **The claim form and your proof of payment must be submitted electronically or postmarked no later than [DATE].**

EXCLUDE YOURSELF FROM THE CLASS

You may request exclusion from the Class (also known as “opting out”) by filling out the “Opt-Out Form” online or submitting an email or letter to the Settlement Administrator at the address below. **The request for exclusion must be submitted electronically or postmarked no later than [DATE].**

If you exclude yourself from the Settlement, you may pursue your claims individually, and you will not be bound by any judgments or orders of the Court as to the Settlement, but you will not be eligible for any payment from the Settlement, nor will you be able to object to the Settlement.

OBJECT TO THE SETTLEMENT

To object to the Settlement, you must send a copy of the appropriate papers via mail to the Court, Class Counsel, and counsel for Anthem. Their addresses are listed below. **Your written objection must be filed with the Court and sent to Class Counsel and Anthem’s counsel no later than [DATE].**

If you object to the Settlement, you will remain a Class Member.

GO TO A HEARING

You may ask to speak in Court about the fairness of the Settlement.

The Court will hold a Fairness Hearing on [DATE], at [TIME] to consider whether the Settlement is fair, reasonable, and adequate. The Court may also consider the motion for Class Counsel’s attorneys’ fees, costs, and expenses, and for incentive awards for the class representatives. If you want to speak at the Fairness Hearing, you must let the Court and the parties know by including in your objection a statement confirming you intend to appear at the hearing. Additionally, you cannot speak at the hearing if you opt out of the Settlement.

BASIC INFORMATION**1. Why should I read this notice?**

The Court has certified a Class in the above-described Lawsuit. This class consists of individuals whose coverage requests for insurance benefits for residential treatment of a mental illness or substance use disorder were denied by Anthem, based upon Anthem's medical necessity criteria, during certain time periods. The Class is more fully described below.

This notice provides a summary of the Lawsuit and a proposed Settlement. It also describes who is included in the Class, the effect of participating in the proposed Settlement as a Class Member, and how to request exclusion from the class.

2. What is this Lawsuit about?

This is a civil lawsuit filed in the United States District Court for the Eastern District of New York. The complaint names as defendants Anthem, Inc. and Anthem UM Services, Inc.

On March 19, 2024, the Court certified the Class and appointed the named Plaintiffs—Marissa Collins, Karyn Sanchez, James Burnett, and A.I. (a pseudonym)—as Class Representatives.

2a. Plaintiffs' claims

Plaintiffs assert claims under two federal statutes: ERISA and the Parity Act. Plaintiffs allege that Anthem violated ERISA in two ways: (1) by creating and adopting medical necessity criteria (the "Challenged Guidelines") for its use in adjudicating claims for insurance benefits for residential treatment of mental illness or substance use disorders, that were more restrictive than generally accepted standards of care and the terms of the Class members' health benefit plans, which Plaintiffs claim breached fiduciary duties Anthem owed to the Class Members; and (2) by using the Challenged Guidelines to deny the Class Members' coverage requests for benefits for residential treatment for mental illness or substance use disorders, which Plaintiffs contend made the denials arbitrary and capricious.

Plaintiffs allege that Anthem violated the Parity Act because the Challenged Guidelines were more restrictive than the medical necessity criteria Anthem used to evaluate comparable services to treat medical and surgical conditions.

2b. Anthem denies liability.

Anthem denies any wrongdoing or liability for the claims alleged and asserts that it properly utilized appropriate guidelines to review requests for coverage for residential treatment during the period at issue in this case.

3. Who is a class member?

In an order dated March 19, 2024, the Court certified a Rule 23(b)(2) class defined as follows:

Any member of a health benefit plan governed by ERISA, the terms of which require that covered services must be provided in accordance with generally accepted standards of medical practice, (a) whose request for coverage of residential treatment services for a behavioral health disorder was denied for lack of medical necessity by Anthem UM Services, Inc. on or after April 29, 2017; where (b) such denial was based on Anthem's Clinical UM Guidelines or the MCG Guidelines for Residential Behavioral Health Level of Care; and (c) such denial was not reversed on administrative appeal.

The Class Period is April 29, 2017 to April 30, 2025.

Anthem's records indicate that you sought coverage for residential treatment under a health plan administered by Anthem and that, within the Class Period, Anthem denied your request based on the Challenged Guidelines. Therefore, you are a Class Member unless you opt out.

If you are not sure whether you are a Class Member, you can email or write to the lawyers in this case at the addresses listed in Question 10.

4. Did the Court decide who is right?

No, the parties entered into the Settlement before the Lawsuit reached a trial or court decision, so if the Court approves the Settlement, there will not be a trial or a decision about which side was right.

5. What does the Settlement Do?

The Settlement has two major parts: (1) payments to Class Members; and (2) a release by Class Members of legal claims arising out of or related to Anthem's denials of the Class Members' requests for coverage of residential treatment during the Class Period.

5.a. Payments to Class Members

Under the Settlement, Anthem will make a lump sum payment of \$12.875 million. This Settlement Amount, after subtracting settlement administration costs, attorneys' fees and expenses, and any Class Representative incentive award, will make up the "Settlement Fund." The Settlement Fund will be used to reimburse Class Members for out-of-pocket payments they made for residential treatment services after Anthem denied coverage based on the Challenged Guidelines (a "Qualifying Denial") and to provide a nominal payment to all other Class Members. A Settlement Administrator who has experience handling cases that involve personal health information will oversee the distribution of payments from the Settlement Fund to Class Members.

The allocation of the Settlement Fund to Class Members (the "Plan of Allocation") will be as follows:

All Class Members will receive either a pro rata share of the Out-of-Pocket Reimbursement Fund (a "Pro Rata Reimbursement Payment") or a Nominal Payment of at least \$100.00.

To receive a Pro Rata Reimbursement Payment, a Class Member must timely submit a Claim Form and Proof of Payment sufficient to establish that they paid out-of-pocket for an episode of residential treatment that began no later than 14 days after a Qualifying Denial (*i.e.*, a "Recognized RTC Treatment Episode"). The maximum number of days of residential treatment that will be eligible for reimbursement from the Out-of-Pocket Reimbursement Fund is 365 days per Recognized RTC Treatment Episode.

A Claim Form and instructions for submitting Proof of Payment is included with this Notice. To be considered timely, Claim Forms must be submitted online or postmarked no later than **[DATE]**.

The Settlement Administrator will determine whether each timely Claim Form qualifies for a Pro Rata Reimbursement Payment. Class Members who submitted qualifying claims will share the Out-of-Pocket Reimbursement Fund on a pro rata basis.

All Class Members who do not receive a Pro Rata Reimbursement Payment will receive a Nominal Payment, which will not be less than \$100.00.

The complete Plan of Allocation is available online at **[Website]**.

5.b. Release of Claims Against Anthem

Upon the Effective Date of the Settlement Agreement after final approval by the Court, the Class Members will release Anthem (and related entities) for all legal claims against it arising out of or related to Anthem's denials of the Class Members' requests for coverage of residential treatment for lack of medical necessity during the Class Period. The definition of "Released Claims" in the Settlement Agreement is:

"Released Claims" means all claims raised in the Complaints and any and all liabilities, suits, debts, covenants, controversies, promises, judgments, rights, claims, actions, class claims, causes of action, demands, damages, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that were or could have been alleged or asserted in this Litigation, with respect to the Class Members' requests for benefits for residential treatment services that were denied for lack of medical necessity throughout the Class Period.

6. What happens if I do nothing?

If you do nothing, you will be included in the Class. You will get at least a Nominal Payment according to the Plan of Allocation described above, and you will have the opportunity to submit a claim for a Pro Rata Reimbursement Payment. And you will be bound by the Settlement if it is finally approved by the Court. If you do nothing, you will not be able to sue Anthem on your own for the Released Claims as described in the part of Question 5.b titled "Release of Claims against Anthem." If you want to pursue any claim related to the issues in this case on your own and at your own expense, you should opt out of the Settlement.

7. Why Would I ask to Be Excluded (Opt Out)?

You should ask to be excluded if you want to keep your right to pursue your own individual lawsuit against Anthem relating to the issues in this Lawsuit. If you choose to opt out, you will not receive any payment from the Settlement Fund, but you will not be bound by the Settlement either, including the Release of Claims.

8. How do I opt out of the Class?

To exclude yourself from the Class, you must do one of the following: (1) go to [website] and follow the directions for how to fill out and submit the Opt-Out Form electronically; (2) download and print out the Opt-Out Form from the website, fill it out and sign it, and send it by first class mail to the Settlement Administrator at: *Collins v. Anthem, Inc. Settlement Administrator*, c/o Simpluris, P.O. Box 26170, Santa Ana, CA 92799; (3) email the completed and signed Opt-Out Form to the Settlement Administrator at [email address]; or (4) mail or email to the Settlement Administrator a request for exclusion that includes your full name (and business name, if applicable), mailing address, telephone number, email address, signature (or an electronic signature consisting of “/s/” plus your typed name), and the following statement: “I request that I be excluded from the Class in *Collins v. Anthem*, No. 2:20-cv-01969-FB-SIL (E.D.N.Y).” An opt-out request that does not clearly state you wish to be excluded—or that makes conflicting requests to be excluded and to receive monies under the Settlement—will not be treated as a valid opt-out.

REQUESTS FOR EXCLUSION THAT ARE NOT POSTMARKED ON OR BEFORE [DATE], OR ARE NOT SUBMITTED ELECTRONICALLY ON OR BEFORE 11:59 PM EASTERN TIME ON [DATE], WILL NOT BE HONORED.

9. If I don’t exclude myself, can I sue for the same thing later?

No. If the Court approves the Settlement and you do not opt-out by the deadline, you will be subject to the release of claims described in Question 5.b above, and will lose your right to sue Anthem individually for relief arising from the Released Claims. You will receive a monetary payment from the Settlement only if you do not exclude yourself.

10. How do I object to the Settlement?

You can object to the Settlement, the proposed Plan of Allocation, the attorneys’ fees and expenses requested, or the Class Representative incentive awards. Submitting an objection gives you the chance to tell the Court why you think the Court should not approve any of these things, but it will not exclude you from the Settlement. To object, you must send the Court a letter via first class mail stating why you object to the Settlement, and include (i) your name, address, telephone number, and signature; (ii) the number of times you have objected to a class action settlement within the five years preceding the date that you file the objection; (iii) the caption of each case in which you have made such objection; (iv) a copy of any orders related to or ruling upon your prior such objections that were issued by the trial and appellate courts in each listed case; (v) the identity of all counsel who represent you; and (vi) a statement indicating whether you intend to personally appear and/or testify at the Court’s Final Approval Hearing and the identity of all counsel representing you who will appear at the Final Approval Hearing. You must mail the objection to the Court, Anthem’s Counsel, and Class Counsel at the addresses below, so that they are received no later than [DATE]:

COURT

Clerk of the Court
United States District Court for the
Eastern District of New York
225 Cadman Plaza East
Brooklyn, NY 11201

ANTHEM’S COUNSEL

Rebecca R. Hanson
REED SMITH LLP
10 S. Wacker Drive, Floor 40
Chicago, IL 60606

CLASS COUNSEL

Caroline E. Reynolds
D. Brian Hufford
Jason Cowart
ZUCKERMAN SPAEDER LLP
2100 L St., NW, Suite 400
Washington, DC 20037

Meiram Bendat
PSYCH-APPEAL, INC.
8560 West Sunset Boulevard
Suite 500
West Hollywood, CA 90069

(310) 598-3690, x.101

Julie Selesnick
BERGER MONTAGUE PC
1001 G Street, NW
Suite 400 East
Washington, D.C. 20001

(202) 559-9740

(202) 778-1800

OBJECTIONS THAT ARE NOT RECEIVED BY THE COURT ON OR BEFORE [DATE] WILL NOT BE HONORED.

11. Do I have a Lawyer in the Case?

Yes, unless you exclude yourself from the Class. The Court decided that Caroline E. Reynolds, D. Brian Hufford, and Jason Cowart of Zuckerman Spaeder LLP; Meiram Bendat of Psych Appeal, Inc.; and Julie Selesnick of Berger Montague are qualified to represent the members of the Class. Together, the lawyers are called “Class Counsel.”

12. Will the Lawyers and Class Representatives be Paid, and if So, How?

The Settlement Agreement allows Class Counsel to ask the Court to approve payment of attorneys’ fees in an amount up to 33.3% of the Settlement Amount, plus the expenses Class Counsel incurred during the case. Thus, the maximum amount in attorney’s fees from the Settlement is \$4,291,237.50. This payment, plus reimbursement of litigation expenses, will compensate Class Counsel for their work investigating the facts, litigating the case, and negotiating the Settlement. The Court must approve the amount of fees and costs awarded to Class Counsel. Class Counsel will file a motion requesting attorneys’ fees and litigation costs no later than [DATE], so you will have time to review that motion prior to deciding whether you want to object or opt-out.

The amount that the Class Representatives (who brought the lawsuit and who have served as the named Plaintiffs) receive from the Settlement Fund will be determined by the same Plan of Allocation used for all Class Members. In addition, the Settlement Agreement allows Class Counsel to ask the Court for an “incentive” award of up to \$10,000 for each Class Representative. That motion will be filed no later than [DATE]. Any incentive fee award must be approved by the Court.

Class Counsel’s motion for attorneys’ fees and costs, and an incentive award to the Class Representatives, will be available online at [website], or you can contact the Settlement Administrator.

13. How is the Cost of Providing Notice to Class Members Paid For?

The costs of providing notice about the Settlement to Class Members will come out of the Settlement Amount.

The Fairness Hearing

14. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Fairness Hearing on [DATE], at [TIME], at the United States District Court for the Eastern District of New York, 225 Cadman Plaza East, Brooklyn, NY 11201. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The judge in the case, Judge Steven I. Locke, will listen to people who have asked in advance to speak at the hearing. The Court may also decide how much Class Counsel may receive in attorneys’ fees and expenses, and how much the Class Representatives should receive as incentive awards. After the hearing, the Court will decide whether to approve the Settlement. It is not known how long these decisions will take.

The Court can change the date of the hearing without further notice, so please check the docket for the case if you want to appear to make sure that the date and time have not changed.

15. Do I Have to Come to the Hearing?

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

16. May I Speak at the Hearing?

Yes. You (through your attorney if you have one) will need to notify the Court of your intention to personally appear and/or testify at the Final Approval Hearing and the identity of all counsel representing you who will appear at the Final Approval Hearing, in the manner described above in response to Question 10. You cannot speak at the hearing if you opted out of the Settlement.

Getting More Information

17. Are there More Details About this Lawsuit?

Yes. Additional information regarding the Lawsuit and the Settlement is available at [[website](#)]. The information includes the complaint filed in the case; the Settlement Agreement and its attachments; the Opt-Out Form and Objection Form; the proposed Plan of Allocation, and the motion for preliminary approval of the Settlement, along with the exhibits to the motion. In addition, the motion for attorneys' fees and expenses will be posted to the website after it is filed on or before [\[DATE\]](#).

18. How Can I Learn More?

Any questions you have concerning the matters contained in this Notice should be directed to Plaintiffs' Counsel or the Settlement Administrator. **DO NOT CALL THE COURT OR ANTHERM (which is now Elevance Health, Inc.).**

This Notice does not fully describe all of the claims and contentions of the parties. The pleadings and other papers filed in this Lawsuit are available for inspection during business hours at the United States District Court for the Eastern District of New York, 225 Cadman Plaza East, Brooklyn, NY 11201.

19. Correcting your mailing address

If this Notice was sent to your correct mailing address, you do not have to do anything to receive further notices concerning this litigation. If this Notice was forwarded by the postal service, or if it was sent to an individual or address that is not correct or current, you should immediately contact the Settlement Administrator at the address provided in Question 8, above.

REQUEST FOR EXCLUSION (“OPT OUT”)

Collins et al. v. Anthem Inc., et al. Class Action

By submitting this form, you acknowledge that you have received the Notice of Proposed Class Action Settlement and Fairness Hearing (the “Notice”), and that you do **NOT** wish to remain a member of the Class certified in *Collins et al. v. Anthem Inc., et al.*, No. 2:20-cv-01969-FB-SIL, in the United States District Court for the Eastern District of New York (the “Lawsuit”).

Only file this form if: (1) you are a member of the Class as defined in the Settlement Agreement, and which definition is set out in the Notice and in Settlement-related documents posted on [website]; **and (2) you wish to exclude yourself from the Lawsuit.**

This is the only form you need to complete in order to exclude yourself from the Settlement and the Lawsuit. If you file this form, do not file any other form.

Do not file this form if you wish to participate in the Settlement of this Lawsuit. Do not file this form if you wish to object to the Settlement. Only Class Members are permitted to object to the Settlement, and they should do so by filing an objection as described in the Notice. If you make conflicting requests, such as by submitting both an Opt-Out Request and an objection or a request to receive monies under the Settlement, you will not be treated as a valid opt-out.

If you want to exclude yourself from the Class and not participate in the Settlement, you must complete and mail this form to:

Collins v. Anthem, Inc. Settlement Administrator
c/o Simpluris
P.O. Box 26170
Santa Ana, CA 92799

You may also complete this Request for Exclusion online at [website].

Your Request for Exclusion must be postmarked no later than [DATE], 2025, or submitted electronically on or before 11:59 PM Pacific Time on [DATE], 2025. If it is submitted electronically or postmarked after these dates, it will not be valid and you will not be excluded from the Class or the Lawsuit on that basis.

You can retract your prior request for exclusion by sending the parties’ counsel a written notice stating your desire to retract your request for exclusion from the Class **no later than [DATE], 2025**. Any written notice retracting the request for exclusion also must include a statement that you make the retraction freely and of your own volition, without coercion by anyone. Any Class Member who validly retracts a request for exclusion will not be excluded from the Class, will be deemed to be a Class Member, and will be bound by the Settlement.

Please type or print:

Your name: _____

Address: _____

City, State, Zip Code: _____

Telephone: _____

Email address (if any): _____

Anthem Member Number(s) under which you submitted claims to Anthem:

I understand that by signing and mailing this form:

- I will **not** receive any of the monetary benefits of the Settlement as described in the Notice;
- I will **not** participate in, or be represented as a Class Member in, this Lawsuit;
- My name will be included on an opt-out list to be provided to the parties, their counsel, and the Court (in accordance with Court-approved procedures to protect my protected health information); and
- I may pursue, at my own expense, whatever individual claims I may have against Defendants with regard to claims that were the subject of this Lawsuit.

I wish to be excluded from the Class and excluded from participation in the Settlement.

Signature: _____

Collins et al. v. Anthem Inc., et al.
No. 2:20-cv-01969-FB-SIL

Date: _____

Exhibit D

CLAIM FOR PRO RATA REIMBURSEMENT PAYMENT

Collins et al. v. Anthem Inc., et al. Class Action

There is a proposed settlement (the “Settlement”) with Anthem, Inc. and Anthem UM Services, Inc. (together, “Anthem”) in a class action lawsuit, *Collins et al. v. Anthem Inc., et al.*, No. 2:20-cv-01969-FB-SIL (E.D.N.Y.). As part of the Settlement, you may be eligible to receive a share of the Out-of-Pocket Reimbursement Fund if you are member of the Class certified in *Collins et al. v. Anthem Inc., et al.*, No. 2:20-cv-01969-FB-SIL, in the United States District Court for the Eastern District of New York, and you paid for residential treatment services after Anthem denied your request for coverage.

INSTRUCTIONS

READ THESE INSTRUCTIONS CAREFULLY. IF YOU FAIL TO FOLLOW THESE INSTRUCTIONS, YOU MAY LOSE CERTAIN BENEFITS TO WHICH YOU MIGHT OTHERWISE BE ENTITLED.

1. What is the Out-of-Pocket Reimbursement Fund?

The “Out-of-Pocket Reimbursement Fund” is the portion of the Common Fund available to be distributed to Class Members whose claims for a Pro Rata Reimbursement Payment are approved by the Settlement Administrator. It consists of the Settlement Amount minus the following: an amount set aside to guarantee a “Nominal Payment” of at least \$100.00 to all Class Members who do not receive a share of the Out-of-Pocket Reimbursement Fund; and the amounts approved by the Court to pay attorneys’ fees and expenses, incentive awards to the Class Representatives, and settlement administration costs.

2. Who is Eligible to Receive a Share of the Out-of-Pocket Reimbursement Fund?

You may be eligible to receive a share of the Out-of-Pocket Reimbursement Fund if you meet all of the following criteria and submit a Claim Form and Proof of Payment before the deadline:

- You are a Class Member;
- You received residential treatment services that were not covered because Anthem denied your request for coverage for lack of medical necessity between April 29, 2017 and April 30, 2025;
- You paid out-of-pocket for the non-covered residential treatment services, or a family member paid out-of-pocket on your behalf;
- The episode of residential treatment for which you or a family member paid began either before Anthem denied your request for coverage, or within 14 days after the denial.

The maximum number of days of residential treatment that will be eligible for reimbursement through the Out-of-Pocket Reimbursement Fund is 365.

3. How to Get More Information

CLAIM FOR PRO RATA REIMBURSEMENT PAYMENT

Collins et al. v. Anthem Inc., et al. Class Action

Additional information about the lawsuit and the Settlement, including the proposed Plan of Allocation, is available at [website]. If you have additional questions, you may contact the Settlement Administrator at: *Collins v. Anthem, Inc.* Settlement Administrator, c/o Simpluris, P.O. Box 26170, Santa Ana, CA 92799, or by telephone at: (888) 369-3780.

4. How to Make a Claim

To make a claim, you must either: (a) fill out, sign and send this Claim Form and Proof of Payment to the Settlement Administrator at: *Collins v. Anthem, Inc.* Settlement Administrator, c/o Simpluris, P.O. Box 26170, Santa Ana, CA 92799; or (b) go to the settlement website, [website] and submit the Claim Form and your Proof of Payment online. Please keep copies for your records.

5. Claim Submission Deadline

You must mail the Claim Form and Proof of Payment so that it is postmarked on or before [DATE], or submit it online on or before 11:59 pm Eastern Time on [DATE]. If you fail to return your Claim Form and Proof of Payment by the deadline, your claim will be rejected, and you will be deemed to have waived all rights to receive a share of the Out-of-Pocket Reimbursement Fund.

Remember: To be valid, your Claim Form must be completely and accurately filled out, signed and dated, and must include all requested information. If your Claim Form is incomplete, untimely, illegible, or contains false information, it may be rejected.

CLAIM FORM

(Please Print or Type)

SECTION A – CLAIMANT INFORMATION		
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>
<i>Current Address (Street, City, State, Zip Code)</i>		
<i>Email Address</i>		<i>Phone Number</i>
<i>Date of Birth (Mo./Day/Year)</i> ____ / ____ / _____	<i>Social Security Number</i>	
<i>Anthem Group Number</i>	<i>Anthem Member I.D. Number</i>	

SECTION B – RESIDENTIAL TREATMENT INFORMATION	
<i>Name of Residential Treatment Center (at the time of treatment)</i>	
<i>Address of Residential Treatment Center (Street, City, State, Zip Code)</i>	
<i>Phone Number of Residential Treatment Center</i>	
<i>Date of Admission (Mo./Day/Year)</i> ____ / ____ / _____	<i>Date of Discharge (Mo./Day/Year)</i> ____ / ____ / _____

PAYMENT FOR THE SERVICES YOU RECEIVED	
<i>Total Amount Charged by the Residential Treatment Center:</i>	\$ _____
<i>Total Amount Paid by Insurance:</i>	\$ _____
<i>Total Amount You Paid Out-of-Pocket:</i>	\$ _____

CLAIM FORM**(Please Print or Type)****SECTION C – PROOF OF PAYMENT**

You must submit Proof of Payment to be eligible to receive a share of the Out-of-Pocket Reimbursement Fund. The document(s) you submit must reflect the following information:

- Your name;
- The name and address of the Residential Treatment Center;
- The dates of service for which your payment was made;
- The date of your payment;
- The amount you paid.

Please check the box(es) below that best describe the documentation you are submitting with this form. Check all that apply:

<input type="checkbox"/>	Account statement, invoice, or bill from the Residential Treatment Center
<input type="checkbox"/>	Credit card statement or bank statement reflecting payment
<input type="checkbox"/>	Cancelled check
<input type="checkbox"/>	Receipt
<input type="checkbox"/>	Other (please describe): _____ _____

SECTION D – CERTIFICATION

Please read, date, and sign the statement below:

I state under penalty of perjury that the information provided above is true and correct to the best of my knowledge and belief.

Date

Signature

Remember: You must send the claim form so that it is received or postmarked on or before [DATE], or submit it online on or before that date. If you fail to return your claim form by the required date, your claim will be rejected.

Exhibit E

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

MARISSA COLLINS, on her own behalf, and
on behalf of all others similarly situated,
JAMES BURNETT, on behalf of his son, and
on behalf of all others similarly situated, and
KARYN SANCHEZ, on behalf of her minor
son and all others similarly situated,

Plaintiffs,

v.

ANTHEM, INC. and ANTHEM UM
SERVICES, INC.,

Defendants.

Civil Action No. 2:20-cv-01969-FB-SIL

[Proposed] ORDER GRANTING FINAL APPROVAL OF CLASS SETTLEMENT

Plaintiffs Marissa Collins, Karyn Sanchez, James Burnett, and A.I.¹ (“Plaintiffs” or “Class Representatives”), individually and on behalf of the Class, and Defendants Anthem, Inc. and Anthem UM Services, Inc. (collectively, “Defendants” or “Anthem”) have determined to settle the above-captioned matter (the “Action”) on the terms and conditions set forth in the Settlement Agreement dated June ____, 2025, and all exhibits thereto (the “Settlement Agreement”), the original of which is filed with the Clerk of the Court (this settlement process hereafter referred to as the “Settlement”).

Currently pending is an application for final approval of the Settlement pursuant to Rule 23(e) of the Federal Rules of Civil Procedure and of the Plan of Allocation; also pending is

¹ On June 21, 2022, this Court granted Intervenor Plaintiff A.I.’s motion to proceed anonymously in this litigation and to seal or redact personally identifying information pertaining to himself and his minor daughter. *See* ECF Nos. 55, 58 and Electronic Order dated June 21, 2022.

Plaintiffs' application for (i) attorneys' fees and expenses and (ii) incentive awards for the Class Representatives (the "Fee Application").

In connection with the Settlement and the current applications before the Court, the Court makes the following findings:

A. On _____, 2025, the Court entered an Order Granting Preliminary Approval of Class Action Settlement and Directing Notice to Class Members (the "Preliminary Approval Order"), which preliminarily approved the parties' Settlement, appointed a Settlement Administrator, and directed that notice be given to the members of the Class about the proposed Settlement and about a Fairness Hearing.

B. In the Preliminary Approval Order, the Court approved the form and content of the Notice of Proposed Class Action Settlement and Fairness Hearing ("Notice") directed to Class Members.

C. During the period _____, 2025 through _____, 2025, the Settlement Administrator caused the Notice to be mailed to all Class Members, which informed Class Members of the Settlement terms and that the Court would consider the following issues at the Fairness Hearing: (i) whether the Court should grant final approval to the Settlement and Plan of Allocation; (ii) whether the Court should enter final judgment dismissing the Action with prejudice; (iii) the amount of attorneys' fees, costs, and expenses, if any, to be awarded to Class Counsel; (iv) whether to approve payment of the Incentive Awards to the Class Representatives and the amount of each Incentive Award; and (v) any objections by Class Members to any of the above that were timely and properly served in accordance with the Preliminary Approval Order.

D. On _____, 2025, the Settlement Administrator mailed the Class Action Fairness Act Notice (“CAFA Notice”) previously approved by the Court to the appropriate persons or entities.

E. On _____, 2025, the Settlement Administrator (through Class Counsel) filed with the Court proof of mailing of the Notice to all Class Members.

F. On _____, 2025, Plaintiffs filed the Fee Application.

G. _____ Class Members chose to exclude themselves from the Settlement by submitting timely and valid Opt-Out Forms, and _____ objection(s) to the Settlement was/were filed with the Court and/or made at the Fairness Hearing.

H. A Fairness Hearing was held on _____, 2025.

The Court having entered the Preliminary Approval Order, having heard argument in support of the Settlement, the Plan of Allocation, and the Fee Application and request for the Incentive Awards for the Class Representatives, having reviewed all of the evidence, objections, and other submissions presented with respect to the Settlement and Plan of Allocation and the record of all proceedings in this case, and having made the foregoing findings, it is hereby ORDERED, ADJUDGED, AND DECREED that:

1. The Court has jurisdiction over the subject matter and personal jurisdiction over the parties to the Action, including the Class Members.

2. The Settlement Agreement and all of its exhibits (as filed with the Court), and the Plan of Allocation (as filed with the Court) are incorporated in this Final Order and Judgment, including the definitions and terms set forth in the Settlement Agreement.

3. The Class previously certified by the Court is defined as:

Any member of a health benefit plan governed by ERISA, the terms of which require that covered services must be provided in

accordance with generally accepted standards of medical practice, (a) whose request for coverage of residential treatment services for a behavioral health disorder was denied for lack of medical necessity by Anthem UM Services, Inc. on or after April 29, 2017; where (b) such denial was based on Anthem's Clinical UM Guidelines or the MCG Guidelines for Residential Behavioral Health Level of Care; and (c) such denial was not reversed on administrative appeal.

Mem. and Order, ECF No. 112, at 39.

4. Notice to the Class Members has been given in an adequate and sufficient manner and the Notice given constitutes the best notice practicable under the circumstances, and was reasonably calculated to apprise interested parties of the pendency of the Action, the nature of the claims, the definition of the Class, and their opportunity to exclude themselves from the Class or to present objections to the Settlement. The Notice complied in all respects with the requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the rules of this Court, and any other applicable law.

5. Class Members were given the opportunity to exclude themselves from the Class through submission of Opt-Out Forms, and ____ individuals did so in a timely fashion and did not subsequently retract such request for exclusion. These individuals are identified on the papers filed with the Court on _____, ECF No. ____.

6. _____ other individuals submitted Opt-Out Forms that were either untimely or not adequately completed, or timely retracted their requests for exclusion, as reflected on the papers filed with the Court on _____, 2025, ECF No. _____. These individuals are not excluded from the Class. They are Class Members and are bound by the terms of the Settlement Agreement and this Final Order and Judgment.

7. Defendants have satisfied the requirements of the Class Action Fairness Act pursuant to 28 U.S.C. § 1715.

8. The Court finally approves the Settlement and Plan of Allocation in all respects as fair, reasonable, adequate, and in the best interests of the Class pursuant to Rule 23(e). The Settlement was not a product of fraud or collusion, and the Court finds it to be fair, reasonable, and adequate under Rule 23(e)(2). The Court finds that: (A) the Class Representatives and Class Counsel have adequately represented the Class; (B) the proposal was negotiated at arm's length; (C) the relief provided for the Class is adequate, taking into account (i) the costs, risks, and delay of trial and appeal, (ii) the effectiveness of any proposed method of distributing relief to the Class, including the method of processing Class Members' claims, and (iii) the terms of the proposed award of attorneys' fees, including timing of payment; and (D) the proposal treats Class Members equitably relative to each other.

The Court also finds the Settlement fair, reasonable, and adequate under the factors set out in *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974), *abrogated on other grounds* by *Goldberger v. Integrated Res., Inc.*, 209 F.3d 43 (2d Cir. 2000), which consider: (1) the complexity, expense and likely duration of the litigation; (2) the reaction of the Class to the Settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the Class through the trial; (7) the ability of Defendants to withstand a greater judgment; (8) the range of reasonableness of the Settlement fund in light of the best possible recovery; and (9) the range of reasonableness of the Settlement Fund to a possible recovery in light of all the attendant risks of litigation.

9. The terms of the Settlement Agreement, including all exhibits to the Settlement Agreement and to this Final Order and Judgment, shall be forever binding on the Class.

10. Neither the Settlement, this Final Order and Judgment, any papers related to the Settlement, nor the fact of Settlement shall be used as a finding or conclusion of the Court, or an admission by Defendants, of any fault, wrongdoing, or liability whatsoever.

11. The parties and the Settlement Administrator shall carry out all the terms of the Settlement, including distribution of the Settlement Fund in accordance with the Plan of Allocation to each of the Class Members, and the release provisions in the Settlement Agreement in accordance with the terms of the Settlement Agreement.

12. Defendants shall have no liability or responsibility for any payments, fees, or costs under this Final Order and Judgment or the Settlement aside from the Settlement Amount. Under no circumstances shall Defendants be required to pay any amounts in furtherance of this Settlement, this Final Order and Judgment, and the administration of the Settlement other than the payment of the Settlement Amount.

13. Releases:

A. Class Members (on their own behalf and on behalf of their representatives and others listed in Paragraph 13(x) of the Settlement Agreement) fully, finally, and forever release, relinquish, and discharge Defendants and their Affiliated Entities from, and shall forever be enjoined from prosecution of Defendants and their Affiliated Entities for, any and all “Released Claims,” which the Settlement Agreement defines as:

[A]ll claims raised in the Complaints and any and all liabilities, suits, debts, covenants, controversies, promises, judgments, rights, claims, actions, class claims, causes of action, demands, damages, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that were or could have been alleged or asserted in the Action, with respect to the Class Members’ requests for benefits for residential treatment services that were denied for lack of medical necessity throughout the Class Period.

B. Class Members expressly acknowledge certain principles of law applicable in some states, such as Section 1542 of the Civil Code of the State of California, which provide that a general release does not extend to claims that a creditor does not know or suspect exists in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor. Class Members expressly waive all rights related to the Released Claims under Section 1542 of the Civil Code of the State of California, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Class Members acknowledge that they may have claims that are covered by the terms of this Settlement that they have not yet discovered. Class members acknowledge that they intend to release any and all such known, unknown or unsuspected Released Claims. Notwithstanding the choice of law provision in the Settlement, to the extent that California or other law may be applicable and enforceable, Class Members hereby agree that the provisions of Section 1542 of the Civil Code of the State of California and all similar federal or state laws, rights, rules, or legal principles of any other jurisdiction that may be applicable here are hereby knowingly and voluntarily waived and relinquished by Class Members, and Class Members agree and acknowledge that this provision is an essential term of the Settlement and this release.

C. Class Members are barred and permanently enjoined from prosecuting any and all Released Claims against Defendants or their Affiliated Entities.

D. Nothing in this Final Order and Judgment or the Settlement Agreement shall preclude any action to enforce the terms of the Settlement.

14. Without affecting the finality of this Final Order and Judgment in any way, this Court will retain exclusive continuing jurisdiction over all parties and Class Members with regard to implementation of the Settlement Agreement, disposition of the Settlement Fund, and enforcement and administration of this Settlement Agreement. The Court may order any appropriate legal or equitable remedy necessary to enforce the terms of this Final Order and Judgment and/or the Settlement.

15. The Fee Application is granted. The Court approves as fair, reasonable, and adequate attorneys' fees of _____, expenses of _____, and Incentive Awards for the Class Representatives of _____ to Marissa Collins, _____ to Karyn Sanchez, _____ to James Burnett, and _____ to A.I., all amounts to be paid from the Settlement Amount.

16. The Action is DISMISSED WITH PREJUDICE. The parties shall bear their own costs except as provided by the Settlement.

17. No Class Representative or Settlement Class Member, either directly, representatively, or in any other capacity, shall commence, continue, or prosecute any action or proceeding in any court or tribunal asserting any of the claims that have been released under the Settlement, and they are hereby permanently enjoined from so proceeding, including during the pendency of any appeal from this Order Granting Final Approval of Class Settlement.

18. Pursuant to the Settlement, and there being no just reason for delay, the Court hereby ENTERS FINAL JUDGMENT, which the Clerk of Court is DIRECTED to immediately enter. For avoidance of any doubt, this is a final and appealable judgment.

SO ORDERED.

Dated: _____

Hon. Steven I. Locke
United States Magistrate Judge

EXHIBIT 2

**to Plaintiffs' Unopposed Motion for Preliminary
Approval of Class Settlement**

***** FILED UNDER SEAL *****

EXHIBIT 3

**to Plaintiffs' Unopposed Motion for Preliminary
Approval of Class Settlement**

Collins et al. v. Anthem Inc., et al., No. 2:20-cv-01969-FB-SIL (E.D.N.Y).

PLAN OF ALLOCATION

I. OBJECTIVE

The goal of this Plan of Allocation is to distribute the Settlement Fund in a way that prioritizes reimbursement for those Class Members who actually paid for the residential treatment services for which coverage was sought and was denied, while also ensuring that all Class Members receive adequate consideration for their release of the claims asserted in the litigation.

II. DEFINITIONS

1. “Claim Form” means the form that Class Members must submit to receive a Pro Rata Reimbursement Payment from the Common Fund.
2. “Class Definition”: *See* Settlement Agreement, ¶ 3
3. “Class Period” means the period of time from April 29, 2017 to April 30, 2025.
4. “Common Fund” means the fund established and maintained in escrow as provided in the Settlement Agreement into which Anthem deposits the Settlement Amount, and represents the source of all Settlement-related payments.
5. “Incentive Award” means any incentive award to a Class Representative in the amount approved by the Court.
6. “Legal Expenses” means attorneys’ fees and costs, including settlement-related costs, in the amount approved by the Court.
7. “Nominal Payment Reserve Amount” means an amount equal to the total number of Class Members multiplied by \$100.00.
8. “Nominal Payment Fund” means the portion of the Common Fund that is to be distributed, pursuant to the Plan of Allocation approved by the Court, to Class Members who do not receive a Pro Rata Reimbursement Payment.
9. “Notice Expenses” means the cost of providing Notice to the Class Members of the proposed Settlement, as ordered by the Court.
10. “Out-of-Pocket Payment” or “OOP Payment” means the amount paid by or on behalf of a Class Member for residential treatment services that were *not* approved for coverage by Anthem. This term does not include co-pays, deductibles, co-insurance, or any other amount paid in connection with services for which Anthem approved coverage.

11. “Out-of-Pocket Reimbursement Fund” means the portion of the Common Fund available to be distributed to Class Members whose claims for a Pro Rata Reimbursement Payment are approved by the Settlement Administrator.

12. “Pro Rata Reimbursement Payment” means a Class Member’s pro rata share of the Out-of-Pocket Reimbursement Fund, as determined by the Settlement Administrator pursuant to the Plan of Allocation approved by the Court.

13. “Qualifying Denial” means an adverse benefit determination that meets the criteria set forth in the Class Definition.

14. “RTC” means residential treatment center.

15. “RTC Treatment Episode” means the uninterrupted period of time a patient receives treatment for a mental health condition and/or substance use disorder at the residential treatment center level of care, from admission through discharge.

16. “Settlement Administration Cost Reserve” means an amount sufficient to cover the costs of settlement administration, pursuant to a good-faith estimate supplied by the Settlement Administrator.

17. The “Settlement Amount” is \$12,875,000.00.

III. CLAIMS FOR PRO RATA REIMBURSEMENT OF OUT-OF-POCKET PAYMENTS

A. Out-of-Pocket Reimbursement Fund

1. The “Out-of-Pocket Reimbursement Fund” will be an amount equal to the Settlement Amount minus all of the following amounts:
 - (a) Notice Expenses, Legal Expenses, and Incentive Awards, as approved by the Court;
 - (b) The Nominal Payment Reserve amount; and
 - (c) The Settlement Administration Cost Reserve amount.

B. Criteria for Reimbursement of Out-of-Pocket Payments

1. Class Members who received residential treatment services that were not covered because of a Qualifying Denial, who made OOP Payments for such treatment (or on whose behalf such payments were made by a family member), and who have not already entered into a separate settlement agreement with Anthem in a separate action raising one or more Released Claims will have an opportunity to submit a claim for a pro rata share of the Out-of-Pocket Reimbursement Fund to reimburse a portion of those out-of-pocket payments (a “Pro Rata Reimbursement Payment”).

2. OOP Payments are eligible for reimbursement from the Out-of-Pocket Reimbursement Fund only if the services for which payment was rendered were provided during a Recognized RTC Treatment Episode. A “Recognized RTC Treatment Episode” is either (a) an RTC Treatment Episode that includes the date(s) of service for which Anthem denied coverage in the Qualifying Denial; or (b) an RTC Treatment Episode beginning within 14 days after the date on which Anthem issued the Qualifying Denial.
3. The maximum number of days of treatment that will be eligible for reimbursement from the Out-of-Pocket Reimbursement Fund for a single OOP Claim is 365.

C. OOP Claim Process

1. To be entitled to a Pro Rata Reimbursement Payment, a Class Member must submit a completed, signed Claim Form accompanied by Proof of OOP Payment meeting the requirements in Paragraph C.3. The Claim Form and accompanying Proof of OOP Payment, together, comprise an “OOP Claim.”
 - (a) The Claim Form will be substantially in the form attached to the Settlement Agreement as Exhibit D.
 - (b) A Claim Form and instructions for submitting an OOP Claim to the Settlement Administrator will also be included with the Notice of Proposed Class Action Settlement sent to each Class Member.
 - (c) Claim Forms will also be available, on request, to Class Members who contact the Settlement Administrator requesting the Notice and Claim Form.
 - (d) Claim Forms that are not accompanied by Proof of OOP Payment will not be eligible for reimbursement from the Out-of-Pocket Reimbursement Fund.
2. The deadline for submission of OOP Claims (the “Claim Submission Deadline”) is *[90 days after Notice Deadline—Date to be added after Court approval]*.
 - (a) OOP Claims will be considered timely if they are submitted electronically or postmarked on or before the Claim Submission Deadline.
 - (b) Untimely OOP Claims will not be eligible for reimbursement from the Out-of-Pocket Reimbursement Fund.
3. The Proof of OOP Payment submitted in support of an OOP Claim must reflect the following information, whether in a single document or a combination of documents:

- (a) The patient's identifying information (name; date of birth; social security number; member I.D. number, and address);
 - (b) The name and address (at the time of treatment) of the residential treatment center or facility that provided the residential treatment services;
 - (c) The dates of service for which the OOP Payment was made;
 - (d) The date payment was made; and
 - (e) The amount paid.
- 4. Upon receipt of an OOP Claim, the Settlement Administrator will review the information provided and take the following steps:
 - (a) Verify receipt of both a signed Claim Form and Proof of OOP Payment.
 - (b) Verify that the claimed OOP Payment was for a Recognized RTC Treatment Episode, in which case the Settlement Administrator will record the "Verified OOP Payment" amount for that claim.
 - (c) Verify the number of days of service for which Proof of OOP Payment was submitted (each, a "Paid Day"), up to a maximum of 365 Paid Days per OOP Claimant.
 - (d) If an OOP Claim includes more than 365 Paid Days, the Settlement Administrator will reduce the Verified OOP Payment for that claim to an amount corresponding to 365 days of treatment.
 - (e) An OOP Claim that has been verified by the Settlement Administrator is a "Verified OOP Claim."
- 5. The Settlement Administrator will complete its review of all timely submitted OOP Claims within forty-five (45) days after the Claim Submission Deadline.
- 6. Within seven (7) days after the Settlement Administrator determines that an OOP Claim is ineligible or the information submitted in support of the claim is deficient, the Settlement Administrator will send a written notification to the claimant explaining the reasons for ineligibility.
 - (a) A Class Member who receives a notification that their OOP Claim is deficient shall have an opportunity to cure any deficiencies noted and provide written proof to the Settlement Administrator of the cure of all deficiencies. Such written proof of cure must be postmarked or submitted online within thirty (30) days after the date the Settlement Administrator sends the notice of deficiency.

- (b) Within twenty (20) days of receipt by the Settlement Administrator of such written notice of the cure of deficiencies by the Class Member, the Settlement Administrator, in consultation with Class Counsel, shall either approve the Reimbursement claim or send the Class Member a written notification of the final rejection of that Class Member's OOP Claim.
- 7. The Settlement Administrator shall advise the Parties' counsel once the Settlement Administrator has made a final determination on all timely OOP Claims.

IV. DETERMINATION OF SETTLEMENT PAYMENT AMOUNTS

A. Determination of OOP Claimants' Pro Rata Reimbursement Payment Amounts

- 1. Within 14 days after it has made a final determination on all timely OOP Claims, the Settlement Administrator will take the following steps:
 - (a) Calculate the amount in the Out-of-Pocket Reimbursement Fund.
 - (b) Add up the total amount of the Verified OOP Payments reflected in all Verified OOP Claims to determine the "OOP Payment Total."
- 2. If the amount of the Out-of-Pocket Reimbursement Fund is less than the OOP Payment Total:
 - (a) Divide the Out-of-Pocket Reimbursement Fund by the OOP Payment Total to determine the Pro Rata Percentage.
 - (b) Multiply the Verified OOP Payment for each claim by the Pro Rata Percentage to determine each OOP Claimant's Pro Rata Reimbursement Payment amount.
- 3. If the amount of the Out-of-Pocket Reimbursement Fund is greater than the OOP Payment Total:
 - (a) Each OOP Claimant's Pro Rata Reimbursement Payment amount will be equal to the Verified OOP Payment amount for their claim.
 - (b) The remainder of the Out-of-Pocket Reimbursement Fund will be added to the Nominal Payment Fund.

B. Determination of the Nominal Payment Amount

- 1. All Class Members who do not receive a Pro Rata Reimbursement Payment from the Out-of-Pocket Reimbursement Fund shall receive an equal share of the Nominal Payment Fund.

2. After the Settlement Administrator calculates the OOP Claimants' Pro Rata Distributions as provided in Section IV.A, it will take the following steps:
 - (a) Determine the total number of Class Members who did *not* receive a Pro Rata Reimbursement Payment.
 - (b) Divide the Nominal Payment Fund amount by the number of Class Members identified in paragraph IV.B.2(a) to determine the "Nominal Payment Amount."

C. Report on Settlement Payment Amounts

1. Within five (5) days after it makes the determinations required by this Section, the Settlement Administrator will provide a report to Class Counsel and Anthem's Counsel stating the amount of each OOP Claimant's Pro Rata Reimbursement Payment and the Nominal Payment Amount.

V. PAYMENT

1. Within thirty (30) days after issuing the Report on Settlement Payment Amounts as provided in paragraph IV.C.1, the Settlement Administrator will issue payment (a "Settlement Payment") to each Class Member, as follows:
 - (a) To each OOP Claimant whose OOP Claim was verified: the Pro Rata Reimbursement Payment amount determined for that claim;
 - (b) To all other Class Members: the Nominal Payment Amount.
2. If elected by the Class Member, the Settlement Payment will be issued via electronic transfer. If the Class Member does not elect to receive payment via electronic transfer, the Settlement Payment will be made via check (a "Settlement Check") and mailed to the Class Member.
3. If a Settlement Check mailed to a Class Member is returned to the Settlement Administrator with a forwarding address provided by the United States Postal Service, it will be promptly re-mailed to the address provided. If a check is returned as undeliverable, or is otherwise designated by the United States Postal Service as having been sent to an invalid address, neither the Parties nor the Settlement Administrator will have an obligation to take further steps to locate the address of the Class Member.
4. Each Settlement Check issued pursuant to this Settlement shall be void if not negotiated within one hundred and twenty (120) calendar days after its date of issue ("Void Date"), and shall contain a legend to such effect. Settlement Checks that are not negotiated by the Void Date shall not be reissued unless otherwise directed by Class Counsel or ordered by the Court, but this Settlement shall in all other respects be fully enforceable against the Class Member who was the payee of a Settlement Check not negotiated.

5. All Settlement Payments that are unclaimed by Class Members, including all returned Settlement Checks, all undeliverable Settlement Checks, and all Settlement Checks not cashed by the Void Date shall revert to the Common Fund. Class Counsel, in consultation with the Settlement Administrator, shall then determine whether additional distributions to Class Members, after the deduction of any additional fees and expenses incurred in administering the funds, including for such re-distributions, would be cost-effective. If Class Counsel, in consultation with the Settlement Administrator, determines that additional distributions to Class Members would not be cost effective, all funds remaining in the Common Fund shall be distributed as provided in paragraphs V.6 and V.7, below.
6. All Settlement Payments that are unclaimed by Class Members, including all returned Settlement Checks, all undeliverable Settlement Checks, and all Settlement Checks not cashed by the Void Date, that are not redistributed according to paragraph V.5, shall constitute a *cy pres* fund. The *cy pres* fund shall be donated, with the approval of the Court, to the National Alliance for Mental Illness (“NAMI”).
7. Within 150 days after the last Settlement Check is mailed to a Class Member pursuant to paragraphs V.1 and V.3 (if applicable), the Settlement Administrator shall issue a check payable to the *cy pres* recipient, and it will send such check to Class Counsel who shall deliver it to the *cy pres* recipient and provide proof of such delivery to Anthem’s Counsel.
8. Within twenty-one (21) days after the final distribution of all portions of the Common Fund, the Settlement Administrator shall provide the Parties with a declaration certifying that the distributions provided for by this Agreement have all been made, which Class Counsel shall cause to be filed with the Court.

VI. SETTLEMENT ADMINISTRATOR’S DISCRETION

1. The Settlement Administrator may exercise reasonable judgment to resolve questions concerning the allocation of the Settlement Amount pursuant to this Plan of Allocation.
2. The Settlement Administrator may consult with Class Counsel concerning this Plan of Allocation to address such questions as they arise.