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SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into by Plaintiffs Andrew Hecht and Andrea Hecht, on behalf of themselves and all other Settlement Class Members (as defined below), by and through Plaintiffs’ Counsel, and defendant Cigna (as defined below) (collectively, the “Parties”).¹ The Parties intend this Agreement to resolve, discharge and settle the Released Claims, fully, finally and forever according to the terms and conditions set forth below.

RECITALS

WHEREAS, Plaintiffs Andrew Hecht and Andrea Hecht filed a putative class action complaint, on behalf of themselves and the putative class, against Cigna, styled as *Hecht, et al. v. Cigna Health & Life Ins. Co.*, Case No. 1:24-cv-05926, in the U.S. District Court for the Northern District of Illinois, Eastern Division, on July 12, 2024 (the “Action”);

WHEREAS, the Court granted Cigna’s motion to dismiss the complaint in part on February 27, 2025, dismissing Plaintiffs’ ERISA § 502(a)(1)(B) claim but not dismissing Plaintiffs’ ERISA § 502(a)(3) breach of fiduciary duty claim;

WHEREAS, the putative class action complaint has been amended once, on March 6, 2025;

WHEREAS, the First Amended Complaint is the operative complaint (the “Complaint”) in the Action;

WHEREAS, Plaintiffs alleged in the Complaint, *inter alia*, that Cigna failed to remedy a dispute with a provider over whether the provider was In-Network for Plaintiffs’ health benefit

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

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claims, allegedly causing Plaintiffs to incur financial and other harm from a Balance Bill in violation of the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1000, *et seq.* (“ERISA”).

WHEREAS, discovery and Cigna’s subsequent investigation of the Plaintiffs’ claims revealed a Plan Setup Error, which caused Affected Health Benefit Claims that should have been processed as Out-of-Network, as their Plans required, to be processed as In-Network;

WHEREAS, except for those members of Plans with the Plan Setup Error who received a Balance Bill, like the Plaintiffs, Settlement Class Members financially benefited from having the Affected Health Benefit Claims treated as In-Network instead of Out-of-Network, because they did not receive a Balance Bill and did not owe Balance Bill Liability;

WHEREAS, Cigna provided Plaintiffs with the Settlement Claims Data which contains a list of Affected Health Benefit Claims impacted by the Plan Setup Error;

WHEREAS, on August 5, 2025, the parties mediated before the Honorable James Holderman (Retired District Court Judge, U.S. District Court for the Northern District of Illinois), through which the parties agreed to a settlement of the Action as memorialized in this Agreement;

WHEREAS, Plaintiffs’ Counsel investigated the facts and underlying events relating to the subject matter of the claims, have carefully analyzed the applicable legal principles, and have concluded, based upon their investigation, and taking into account the risks, uncertainties, burdens and costs of further prosecution of their claims, and taking into account the substantial benefits to be received pursuant to this Agreement as set forth below, that the terms of the Agreement set forth herein are fair, reasonable, adequate, and in the best interests of the Plaintiffs and the Settlement Class;

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WHEREAS, Cigna denies and continues to deny each and every allegation of liability, wrongdoing and damages, and further denies that the Action may be properly maintained as a class action except for settlement purposes. Nonetheless, without admitting or conceding any liability or damages whatsoever, and without admitting any wrongdoing and without conceding the appropriateness of class treatment for claims asserted in any future complaint, Cigna has agreed to settle the Action on the terms and conditions set forth in this Agreement solely to avoid the substantial expense, inconvenience, burden and disruption of continued litigation;

WHEREAS, Plaintiffs' Counsel represent and warrant that they are fully authorized to enter into this Agreement on behalf of Plaintiffs; and

WHEREAS, it is agreed that this Agreement shall not be deemed or construed to be an admission, concession or evidence of any violation of any federal, state or local statute, regulation, rule or other law or principle of common law or equity or of any liability or wrongdoing whatsoever by Cigna, or any of the Released Parties, or of the truth or validity of any of the claims that Plaintiffs have asserted.

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

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TERMS OF THE AGREEMENT OF SETTLEMENT

1. Defined Terms.

1.1. “Action” means *Hecht, et al. v. Cigna Health & Life Ins. Co.*, Case No. 1:24-cv-05926 (N.D. Ill.) before the Hon. Manish S. Shah.

1.2. “Affected Health Benefit Claim” is a health benefit claim that was identified by Cigna as having been affected by the Plan Setup Error, which caused certain health benefit claims to be incorrectly processed as In-Network instead of Out-of-Network.

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

1.4. “Attorney’s Fee Award” means the attorneys’ fees and expenses that may be awarded by the Court to the Plaintiffs’ Counsel for their representation of Plaintiffs and the Settlement Class in the Action.

1.5. “Balance Bill” means a bill for the difference between a provider’s billed charge and the amount covered by the Settlement Class Member’s Plan that was issued to a Settlement Class Member in connection with an Affected Health Benefit Claim.

1.6. “Balance Bill Liability” means the balance bill liability owed by a Settlement Class Member to the extent a Settlement Class Member received a Balance Bill for an Affected Health Benefit Claim, as outlined in ¶2.1 of this Agreement.

1.7. “Cigna” means defendant Cigna Health and Life Insurance Company, and each of its parents, subsidiaries, affiliates, officers, directors, employees, and agents.

1.8. “Claim” means a claim for compensation as provided for under ¶2.1 of this Agreement by a Settlement Class Member or his, her, or its representative.

1.9. “Claim Deadline” means (a) 60 days from the Notice Date subject to the terms set forth in ¶8 below.

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1.10. “Claim Form” means the form that Settlement Class Members must complete and submit on or before the Claim Deadline to be eligible for the Monetary Benefits described herein, which document shall be substantially in the form of Exhibit A hereto.

1.11. “Claims Period” means the time period during which Settlement Class Members may submit Claim Forms in accordance with the Claims Process. The Claims Period shall begin on the Notice Date and end on the Claim Deadline.

1.12. “Claims Process” means the process described in this Agreement and further agreed to by the Parties and the Settlement Administrator.

1.13. “Court” means the U.S. District Court for the Northern District of Illinois, Eastern Division.

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

1.15. “Final” means when the last of the following with respect to the Judgment approving this Agreement, substantially in the form of Exhibit F attached hereto, shall occur: (i) the expiration of the time to file a motion to alter or amend the Judgment under Federal Rule of Civil Procedure 59(e) without any such motion having been filed; (ii) the expiration of the time for the filing or noticing of any appeal from the Judgment without any appeal having been taken; and (iii) if a motion to alter or amend is filed or if an appeal is taken, immediately after the final determination of that motion or appeal such that no further judicial review or appeal is permitted, whether by reason of affirmance by a court of last resort, lapse of time, voluntary dismissal of the appeal or otherwise in such a manner as to permit the consummation of the Settlement,

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substantially in accordance with the terms and conditions of this Agreement. For purposes of this paragraph, an “appeal” shall include any petition for a writ of *certiorari* or other writ that may be filed in connection with approval or disapproval of this Settlement. Any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to (i) an Attorneys’ Fee Award or Incentive Award, or (ii) the procedures for validating Claims shall not in any way delay, affect, or preclude the time set forth above for the Judgment to become Final, or otherwise preclude the Judgment from becoming Final.

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

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

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

1.19. “Incentive Award” means the payment provided to Plaintiffs.

1.20. “In-Network” means that a provider has a contractual arrangement to be part of a Plan’s network for the services rendered, which affects the amount of cost-share a Settlement Class Member would pay as well as the amount of reimbursement that the provider would be paid by the Plan.

1.21. “Monetary Benefit” means the cash available to a Claimant who files a Claim under this Agreement subject to the provisions of ¶2.1. The specific Monetary Benefit received is subject to review, validation, and adjustments by the Settlement Administrator based upon the terms and conditions of this Agreement.

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1.22. “Notice” means the mailed notice program described in ¶5. The Mailed Notice will be in substantially the same form as the notice form in Exhibit B and the cover letter in Exhibit C.

1.23. “Notice and Administration Expenses” means all fees, expenses, and interest thereon incurred as a result of providing Notice to the Settlement Class and otherwise administering the Settlement.

1.24. “Notice Date” means the date the Notice in ¶5 is mailed.

1.25. “Out-of-Network” means that a provider does not have a contractual arrangement to be part of a Plan’s network for the services rendered, which affects the amount of cost-share a Settlement Class Member would pay as well as the amount of reimbursement that the provider would be paid.

1.26. “Person” or “Persons” means all persons and entities (including, without limitation natural persons, firms, corporations, limited liability companies, joint ventures, joint stock companies, unincorporated organizations, agencies, bodies, governments, political subdivisions, governmental agencies and authorities, associations, partnerships, limited liability partnerships, trusts, and their predecessors, successors, administrators, executors, heirs and assigns).

1.27. “Plaintiffs” means Andrew and Andrea Hecht, who are the named Plaintiffs in the Complaint.

1.28. “Plaintiffs’ Counsel” means Consumer Law Advocate, PLLC and Jaszczuk P.C.

1.29. “Plan(s)” means a LocalPlus employee welfare benefit plan for which Defendant provided administrative services affected by the Plan Setup Error.

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1.30. “Plan Setup Error” means the computer system error identified by Cigna that caused the Affected Health Benefit Claims to be treated as In-Network instead of Out-of-Network as required by their Plans.

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

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

1.33. “Released Claims” means any and all claims, including any and all claims, rights, and liabilities of any nature, including, but not limited to, actions, claims, demands, causes of action, obligations, damages, debts, charges, attorneys’ fees, costs, arbitrations, forfeitures, judgments, indebtedness, liens and losses of any kind, source or character whether arising out of federal or state law, whether past, present, or future, whether known, suspected to exist or unknown, whether asserted or unasserted, whether asserted by any Releasing Party either on its own behalf or on behalf of any other Person or on behalf of a Plan, whether in contract, express or implied, tort, at law or in equity or arising under or by virtue of any statute or regulation (including but not limited to ERISA), by reason of, arising out of, or that are related to the Action, the Plan Setup Error or addressed in this Agreement, including, for the avoidance of doubt, health benefit claims that were processed as In-Network as opposed to Out-of-Network due to the Plan Setup Error, and that could have been brought in the Action, against any of the Released Parties. Released

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Claims do not include claims to enforce the Settlement. Released Claims includes the “Unknown Claims” as defined in ¶1.43.

1.34. “Released Parties” means (i) Cigna and any of its former, present, and future assigns, predecessors, successors, affiliates, parent companies, subsidiaries, controller companies, employees, officers, directors, principals, and agents; and (ii) to the extent they do not take any action inconsistent with this Agreement, any Plan and any of its former, present, and future assigns, predecessors, successors, affiliates, parent companies, subsidiaries, controller companies, employees, officers, directors, principals, and agents. For the avoidance of doubt, any Plan that takes action against a Settlement Class Member inconsistent with this Agreement shall not be entitled to any release under this Agreement.

1.35. “Releasing Parties” means Plaintiffs and all Settlement Class Members who do not Opt Out of this Agreement pursuant to ¶6.1, including their respective current and former officers, directors, employees, attorneys, heirs, executors, administrators, agents, legal representatives, professional corporations, partnerships, members, assigns, and successors, but only to the extent their claims are derived from the claims of the Plaintiffs or Settlement Class Members and are related to the Plan Setup Error. For the avoidance of doubt, “Releasing Parties” includes Settlement Class Members whose claims were processed as In-Network as opposed to Out-of-Network due to the Plan Setup Error.

1.36. “Settlement” means the resolution of Plaintiffs’ and the Settlement Class’s claims in the Action in accordance with the terms and provisions of this Agreement.

1.37. “Settlement Administrator” means the entity appointed by the Court to perform the settlement administration duties described in this Agreement, including the dissemination of Notice and payment to Settlement Class Members. The Parties shall propose and

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recommend to the Court that Angeion Group should serve as Settlement Administrator. Before being retained, the Settlement Administrator must sign Attachment A to the Qualified Protective Order entered in the Action (Dkt. 34).

1.38. “Settlement Amount” means the monetary relief available to Settlement Class Members for payment of all Claims as determined by ¶2, which, in the aggregate, shall not exceed three hundred thousand dollars (\$300,000). If the total amount of Claims exceeds the Settlement Amount, then the Monetary Benefit payable to each Claimant shall be reduced pro rata, divided proportionately among Claimants based on the size of their Claims, such that Defendants’ maximum liability under this Agreement for Claims shall not exceed the Settlement Amount in the aggregate. The Settlement Amount, the Incentive Award, the Attorney’s Fee Award, and Notice and Administration Expenses incurred by the Settlement Administrator represent the limit and extent of Defendants’ monetary obligations under this Settlement.

1.39. “Settlement Claims Data” is a worksheet containing relevant claims data prepared by Cigna and provided to and analyzed by Plaintiffs’ counsel as part of the parties’ settlement discussions, which reflects the amount of potential Balance Bill Liability for Settlement Class Members.

1.40. “Settlement Class” means, collectively, all persons covered by health benefits pursuant to a LocalPlus Plan for which Defendant provided administrative services and who underwent treatment and received an Explanation of Benefits from Defendant indicating that the treating healthcare provider was In-Network when the provider was in fact Out-of-Network because of a mistake in how their LocalPlus Plan’s benefits were configured in Cigna’s benefits system. Excluded from the Settlement Class are: (1) any of Cigna’s officers or directors; (2) the judicial officers to whom this case is assigned and any members of their staffs and immediate

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families; (3) any heirs, assigns, or successors of any of the persons or entities described in parts (1) and (2) of this paragraph; and (4) anyone who opts-out of the Settlement pursuant to ¶6.1 below.

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

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

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

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs and Plaintiffs’ Counsel shall expressly waive, and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to

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

2. Settlement Relief.

2.1. Monetary Benefits: Subject to the rights and limitations set forth in this Agreement, every Settlement Class Member shall have the right to submit a Claim for a Monetary Benefit. Submission of a Claim shall confer no rights or obligations on any Party, any Settlement Class Member, or any other Person, except as expressly provided herein. Settlement Class Members shall be entitled to a Monetary Benefit upon completion and submission to the Settlement Administrator of a Claim Form, substantially in the form of Exhibit A (subject to Court approval) that contains, among other things, the following information:

- (a) The Settlement Class Member's name and mailing address;

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(b) The Settlement Class Member's email address (unless the Settlement Class Member returns the claim form by mail, in which case an email address is optional);

(c) The Settlement Class Member's Cigna ID number;

(d) The amount of Monetary Benefit claimed by the Settlement Class Member, including one of the following:

(1) Proof of payment of a Balance Bill for an Affected Health Benefit Claim, including any interest, penalties, or debt collection fees incurred in connection with the Balance Bill to the extent a Settlement Class Member has incurred and seeks to recover interest charges, debt collection fees, and penalties directly related to a Balance Bill; or

(2) If the Balance Bill has not yet been paid, a signed affirmation that the Settlement Class Member will use the Monetary Benefit solely to satisfy their Balance Bill liability, including any applicable interest, penalties, or debt collection fees, by paying either (i) the healthcare provider or (ii) a debt collector or assignee who holds the Balance Bill, and the Settlement Class Member agrees to hold Cigna harmless for all liability arising from non-payment of the Balance Bill, including interest, debt collection fees, and penalties.

(e) Each Settlement Class Member who provides the information described above will receive a Monetary Benefit from Cigna, subject to any pro rata reduction as described in ¶2.2h.

2.2. The Claim Process: The Settlement Administrator, in consultation with and with the agreement of Cigna's Counsel and Plaintiffs' Counsel, shall be responsible for, without limitation:

(a) Establishing a process through which Settlement Class Members may submit claims for relief pursuant to this Section;

(b) Receiving and maintaining any correspondence from members of the Class regarding claims for relief under this Section;

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(c) Forwarding all completed Claim Forms to Cigna, Cigna Counsel's and Plaintiffs' Counsel; and

(d) Performing any and all duties and tasks required to administer the process of receipt and processing of claims made by any Settlement Class Member pursuant to this Agreement.

(e) The Parties further agree that neither the Parties, Plaintiffs' Counsel nor Cigna's Counsel will send any notice to members of the Class that is not approved by the Court or is outside the Court-approved notice program, unless otherwise agreed to by the Parties.

(f) If a member of the Class contacts Cigna regarding receipt of a Balance Bill for an Affected Health Benefit Claim, Cigna shall direct any such member of the Class to the Settlement Administrator. Cigna shall not compensate any such Settlement Class Member except through the Claims Process.

(g) Cigna will have the right to audit the Claim Forms. Cigna will provide Plaintiffs' Counsel with the results of any audit, as well as any claim file or other documentation related to the audit. Cigna's Counsel will meet and confer with Plaintiffs' Counsel regarding the results of any audit to determine whether and to what extent certain claimants should have their claims reduced or denied. Any disagreements between the Parties will be resolved by Hon. James Holderman of JAMS at Cigna's expense.

(h) Cigna shall be responsible for paying on a claims-made basis the Settlement Amount, in an amount not to exceed three-hundred thousand dollars and zero cents (\$300,000.00). If the total amount of Claims exceeds the Settlement Amount, then the Monetary Benefit payable to each Claimant shall be reduced pro rata, divided proportionately among Claimants based on the size of their Claims, such that Defendants' maximum liability under this

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Agreement for Claims shall not exceed the Settlement Amount in the aggregate. For the avoidance of doubt, the Settlement Amount, the Incentive Awards, Attorney's Fee Award, and the fees and expenses incurred by the Settlement Administrator represent the limit and extent of Defendant's monetary obligations under this Settlement.

(i) Cigna shall be responsible for paying all fees and expenses incurred by the Settlement Administrator in administering Claims and performing the other tasks set forth in this Agreement. Such fees and expenses shall be in addition to, and not part of or subject to, the cap on the Settlement Amount.

(j) The Settlement Administrator will identify all Claims satisfying the requirements of ¶2.1 and will notify Cigna and Plaintiffs' Counsel of the total amount owed. Cigna will provide the funds to the Settlement Administrator within twenty-one (21) days of the Effective Date or Cigna's receipt of a W-9 and ACH information from the Settlement Administrator to facilitate payment, whichever is later. As soon as reasonably practicable, the Settlement Administrator will pay those Claims satisfying the requirements of ¶2.1 following the Effective Date.

2.3. Injunctive Relief.

(a) Cigna's Agreement to Not Reprocess Affected Health Benefit Claims: Cigna agrees to not reprocess Affected Health Benefit Claims from In-Network to Out-of-Network to correct the Plan Setup Error, which the parties recognize is a benefit to the Settlement Class, because such reprocessing would increase Settlement Class Members' potential Balance Bill Liability for the Affected Health Benefit Claims in the amounts set forth in the Settlement Claims Data.

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(b) Cigna's Agreement to Correct the Plan Setup Error: Cigna agrees to rectify the system error that caused the Plan Setup Error.

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

3.1. Upon the Effective Date, for good and valuable consideration received from Cigna, the receipt and sufficiency of which are hereby acknowledged, Plaintiffs and all Settlement Class Members who do not Opt Out of this Agreement pursuant to ¶6.1, including their respective current and former heirs, executors, assigns, and successors, but only to the extent their claims are derived from the claims of the Releasing Parties, shall forever unconditionally, fully, and finally release, remise, relinquish, compromise, and discharge all Released Claims against any of the Released Parties, and will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting the Released Claims against any of the Released Parties.

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

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3.3. Plaintiffs (i) represent and warrant that they have not provided an assignment for any Released Claims, or (ii) to the extent permitted by law, hereby revoke any such assignment of any Released Claim provided prior to the execution of this Agreement.

3.4. Plaintiffs agree and covenant not to sue or cooperate in the filing or prosecution of any suit or proceeding, in any forum based upon or related to any Released Claims against any Released Party.

3.5. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall limit or preclude the Releasing Parties' rights to enforce any provision of this Agreement. To the extent it is not otherwise ordered by the Court, the Releasing Parties shall file a motion with the Court to request entry of a final judgment within five (5) business days of the Effective Date, which shall constitute a final Judgment of the Releasing Parties' claims against the Released Parties on the merits to which the principles of res judicata shall apply to the fullest extent of the law as to the Released Parties.

3.6. The Parties agree that Cigna shall suffer irreparable harm if Plaintiffs take action inconsistent with ¶3 and that in that event Cigna may seek an injunction from the Court as to such action without a further showing of irreparable harm and without the need to post any bond (or, if a bond is required by controlling law, without the need to post anything more than a nominal bond).

4. Attorneys' Fees and Costs and Lead Plaintiffs' Payments.

4.1. Plaintiffs' Counsel may submit an application or applications (the "Attorney's Fee Award and Incentive Award Application") for: (a) an Attorneys' Fee Award in connection with prosecuting the Action not to exceed a total of seven-hundred and fifty thousand dollars (\$750,000); and (b) an Incentive Award of \$10,000 each for Andrew and Andrea Hecht, or \$20,000 total (collectively, the "Attorney's Fee Award and Incentive Award"). Any Attorneys'

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Fee Award and Incentive Award shall be subject to Court approval. Cigna shall pay any Attorneys' Fee Award and Incentive Award ordered by the Court, in addition to, and not part of or subject to, the cap on the Settlement Agreement.

4.2. Cigna's obligation to pay any Attorneys' Fee Award shall be limited to the seven-hundred and fifty thousand dollars (\$750,000) set forth above, and Cigna shall be under no obligation to pay any amounts in excess of that amount.

4.3. Any Attorney's Fee Award and Incentive Award, as awarded by the Court, shall be paid to Plaintiffs' Counsel by Cigna, as ordered, within thirty (30) days of the Effective Date or receipt of a W-9 and ACH information from Plaintiffs' counsel, whichever is later. Plaintiffs' Counsel may thereafter allocate the Attorneys' Fees among Plaintiffs' Counsel in a manner in which they in good faith believe reflects the contributions of such counsel to the initiation, prosecution, and resolution of the Action.

4.4. The procedure for and the allowance or disallowance by the Court of any applications for any Attorney's Fee Award and Incentive Award to be paid is not part of the Settlement set forth in this Agreement and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in this Agreement, and any order or proceeding relating to the Attorney's Fee Award and Incentive Award, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving this Agreement and the Settlement of the Action set forth therein.

4.5. Released Parties shall have no responsibility for, and no liability whatsoever with respect to, the allocation among Plaintiffs' Counsel and/or any other Person who may assert

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some claim thereto of any of the Attorney's Fee Award and Incentive Award that the Court may make in the Action.

5. Notice to the Settlement Class.

5.1. Reasonable Notice and Administration Expenses, as agreed to by the Parties, shall be paid by Cigna.

5.2. Solely for the purpose of implementing this Agreement and effectuating the Settlement, the Parties stipulate that they will request the Court to appoint the Angeion Group as Settlement Administrator. Once approved by the Court, the Settlement Administrator will be an agent of the Court and will be subject to the Court's supervision and direction as circumstances may require. The Settlement Administrator shall use its best efforts to provide notice to the Class as described in this Agreement, the Preliminary Approval Order, and as may be ordered by the Court.

5.3. In accordance with ¶8.2 and ¶8.3, the Settlement Administrator shall send to each appropriate State and Federal official the materials specified in the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, *et seq.*, and otherwise comply with its terms.

5.4. Components of Class Notice. Class Notice shall be accomplished through a combination of Mailed Notice, a Settlement Website, and other applicable forms of notice, each of which is described below, as specified in the Preliminary Approval Order and this Agreement and in order to comply with all applicable laws, including but not limited to, Fed. R. Civ. P. 23, the Due Process Clause of the United States Constitution, and any other applicable statute, law or rule.

5.5. Mailed Notice. Beginning not later than thirty (30) days after Preliminary Approval, the Settlement Administrator shall send the Mailed Notice, substantially in the form attached hereto as Exhibit B and Exhibit C, by U.S. Mail, proper postage prepaid, to members of

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the Settlement Class at the last known mailing address in Cigna's records. In addition, the Settlement Administrator shall send the Mailed Notice, substantially in the form attached hereto as Exhibit B and Exhibit C, by email to members of the Class for whom an email address exists in Cigna's records, which shall be supplied solely to the Settlement Administrator. In addition, the Settlement Administrator shall: (a) re-mail any notices returned by the United States Postal Service with a forwarding address and (b) by itself or using one or more address research firms, as soon as practicable following receipt of any returned notices that do not include a forwarding address, research such returned mail for better addresses and promptly mail copies of the applicable notice to any better addresses so found.

5.6. Settlement Website. Prior to sending the first Mailed Notice, the Settlement Administrator shall establish a Settlement Website that will inform members of the Settlement Class of the terms of this Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include, in .pdf format, materials agreed upon by the Parties and/or required by the Court, including a Long Form Notice, which shall be in substantially the same form as Exhibit D.

5.7. Toll-Free Telephone Number. Prior to sending the first Mailed Notice, the Settlement Administrator shall establish a toll-free telephone number that will provide Settlement-related information to members of the Settlement Class.

5.8. The Settlement Administrator may make appropriate modifications to the notice plan and Class Notice described in this Section and the Exhibits to this Agreement that have been approved by Cigna's Counsel, Plaintiffs' Counsel and the Court, and are consistent with Due Process and the terms of this Section. The Settlement Administrator may request the assistance of the Parties to facilitate Class Notice and to accomplish such other purposes as may be approved

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by Cigna's Counsel and Plaintiffs' Counsel. The Parties shall reasonably cooperate with such requests.

5.9. No notices of any kind shall be sent to members of the Settlement Class other than the Class Notice specified in this Agreement and any other notice agreed to by the Parties.

6. Opt Outs.

6.1. The Parties will request that the Court determine that the deadline for requesting exclusion from the Settlement Class ("Opt Out") be sixty (60) calendar days after the Notice Date ("Opt Out Deadline"). Putative Settlement Class Members have the right to exclude themselves or "Opt Out" from this Settlement and from the Settlement Class by timely submitting a request to Opt Out in accordance with the Opt Out procedure approved by the Court and outlined in the Notice. Persons who properly request to Opt Out shall be excluded from this Settlement and from the Settlement Class. Within five (5) days after receiving an Opt Out request, the Settlement Administrator shall furnish the Parties with a complete list of all proper Opt Out requests.

6.2. If a potential Settlement Class Member files a request for exclusion, he or she may not file an objection under ¶7.1.

6.3. A member of the Settlement Class may opt-out on an individual basis only. So-called "mass" or "class" Opt-Outs, whether filed by third parties on behalf of a "mass" or "class" of class members or multiple class members where no personal statement has been signed by each and every individual class member, shall not be allowed.

6.4. Any Person who does not properly request to Opt Out who would otherwise be considered a Settlement Class Member shall be deemed a Settlement Class Member and shall be bound by the terms of this Agreement and the Final Order and Judgment. Any Person who timely submits a request to Opt Out shall have until two (2) business days before the Final

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Approval Hearing to deliver to Plaintiffs' Counsel a written revocation of such request to Opt Out. Plaintiffs' Counsel shall timely apprise the Court of such revocations.

7. Objections.

7.1. Any Settlement Class Member who has not filed a timely written request for exclusion and who wishes to object to the fairness, reasonableness or adequacy of this Agreement or the proposed Settlement, the Attorneys' Fee Award or the Incentive Awards to Plaintiffs must deliver to Plaintiffs' Counsel and to Cigna's Counsel and file with the Court by the Objection Deadline—*i.e.*, 60 days after the Notice Deadline—a written statement of their objections.

7.2. An objection must include (1) the full name and current address and telephone number of the Settlement Class Member; (2) their Cigna ID number; (3) a detailed statement of each objection asserted; (4) the grounds for each objection; (5) all supporting papers, including, without limitation, all briefs, written evidence, and declarations; (6) a statement of whether the Settlement Class Member intends to appear at the Final Approval Hearing; (7) a list of witnesses the Settlement Class Member intends to call; and (8) the Settlement Class Member's signature and the signature of any attorney representing the Settlement Class Member. Neither an objection signed by counsel alone nor any "mass" or "class" objections shall be valid. In addition, any Settlement Class Member objecting to the settlement shall provide a detailed list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court, whether state, federal, or otherwise, in the United States in the previous five years. If the Settlement Class Member or his or her counsel has not made any such prior objection, the Settlement Class Member shall affirmatively so state in the written materials provided with the objection.

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7.3. Any Settlement Class Member who files and serves a written objection, as described in the preceding Paragraph, may appear at the Fairness Hearing, either in person or through personal counsel hired at the Settlement Class Member's expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement, or to the Attorney's Fee Award and/or the Incentive Awards to Plaintiffs. Settlement Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must deliver a notice of intention to appear to Plaintiffs' Counsel and Cigna's Counsel, and file said notice with the Court, on a date ordered by the Court.

7.4. Any Settlement Class Member who fails to comply with the provisions of Paragraphs ¶7.2 or ¶7.3 above shall waive and forfeit any and all rights he or she may have to appear separately and/or to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release, the Final Order and the Final Judgment in the Action. The exclusive means for any challenge to this Settlement shall be through the provisions of this Section. Without limiting the foregoing, any challenge to the Settlement, Final Approval Order or Final Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through any collateral attack.

7.5. Any Settlement Class Member who objects to the Settlement shall be entitled to all of the benefits of the Settlement if this Agreement and the terms contained herein are approved, as long as the objecting Settlement Class Member complies with all requirements of this Agreement applicable to Settlement Class Members.

8. Preliminary Approval.

8.1. Plaintiffs' Counsel shall submit this Agreement together with its Exhibits to the Court and shall apply for entry of the Preliminary Approval Order, substantially in the form of Exhibit E attached hereto, requesting the Court's preliminary approval of the Agreement,

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conditional certification of the Settlement Class, appointment of Plaintiffs' Counsel, approval of the Mailed Notice, substantially in the form of Exhibit B and Exhibit C attached hereto, and entry of the Preliminary Approval Order staying any activities in the Action, except for activities related to the approval of this Settlement. Until the Preliminary Approval Order is entered, the Parties, respectively, covenant and agree that they will not pursue any litigation proceedings against any other Party with respect to the Released Claims; and the Parties, respectively, shall not in any way subsequently argue that any other Party has failed to comply with its litigation obligations in any respect by reason of the suspension of litigation following the execution of this Agreement.

8.2. After notice is given, Plaintiffs' Counsel shall apply for entry of the Final Order and Judgment, and shall request that the Court hold a Final Approval Hearing and approve the Settlement of the Action as set forth herein. Plaintiffs' Counsel shall request that the Final Approval Hearing be held not earlier than one hundred twenty (120) calendar days after the later of the dates on which the appropriate federal official and the appropriate State officials are provided with notice pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, *et seq.* ("CAFA") as set forth in ¶8.3 below. Prior to the Settlement Hearing, Plaintiffs' Counsel also will request that the Court approve the Incentive Awards and Attorney's Fee Award as defined in ¶4.

8.3. Cigna, via the Settlement Administrator, shall, no later than ten (10) calendar days following the filing of this Agreement with the Court, serve upon the appropriate State official of each State in which a Settlement Class Member resides and the Attorney General of the United States a notice of the proposed Settlement in compliance with the requirements of CAFA, 28 U.S.C. § 1715. All CAFA notice fees shall be paid for by Cigna.

8.4. The Parties only agree to the conditional certification of the Settlement Class, the provisional designation of Plaintiffs' Counsel, and the provisional designation of

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

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

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

- (a) the Court has entered the Preliminary Approval Order;
- (b) Cigna has not exercised its option to terminate the Agreement pursuant to ¶9.3 hereof;
- (c) the Court has entered the Judgment, or a judgment substantially in the form of Exhibit F attached hereto, following notice to the Settlement Class and the Settlement Hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure; and
- (d) the Judgment has become Final, as defined in ¶1.15 hereof.

9.2. If the conditions specified in ¶9.1 hereof are not met, then the Settlement shall be canceled and terminated subject to ¶9.4 hereof unless Plaintiffs' Counsel and counsel for Cigna mutually agree in writing to proceed with the Settlement.

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9.3. Cigna shall have the right to withdraw and terminate the Settlement and render it null and void in the event that 200 Persons who would otherwise be Settlement Class Members timely and validly Opt Out pursuant to ¶6.1. If Cigna chooses to terminate the Agreement, Cigna will deliver notice of the termination to the other Parties no later than five (5) calendar days prior to the Final Approval Hearing, or by such later date as shall be agreed upon in writing as between Plaintiffs' Counsel and Cigna's counsel.

9.4. Each of the Parties shall have the right to terminate the Settlement and this Agreement by providing written notice of their election to do so to all other parties hereto within thirty (30) calendar days of: (a) the Court's declining to enter the Preliminary Approval Order in any material respect; (b) the Court's refusal to approve this Agreement or any material part of it excluding ¶4.4; (c) the Court's declining to enter the Judgment in any material respect; or (d) the date upon which the Judgment is modified or reversed in any material respect by the Court, Court of Appeals, or Supreme Court.

9.5. In the event that this Agreement is not approved or this Agreement or the Settlement is terminated, cancelled, or the Effective Date otherwise fails to occur for any reason, the Parties shall be restored to their respective positions as of the date upon which the final party signs this Settlement Agreement. In such event, the terms and provisions of the Agreement, with the exception of ¶1, to the extent a definition is incorporated in the following enumerated sections, ¶¶ 8.4, 9.4, 9.5, 10.6, and 10.12 hereof, shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*. No order of the Court or modification or reversal on appeal of any order of the Court concerning the Attorney's Fee Award and/or the Incentive Award shall

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operate to terminate or cancel this Agreement or constitute grounds for cancellation or termination of this Agreement.

10. Miscellaneous Provisions.

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

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days after completion of all payments and related settlement administration by the Settlement Administrator, the Settlement Administrator shall destroy all records of Settlement Class Members and any PHI related to this Agreement and provide a written certification of same to Plaintiffs' Counsel and Cigna's counsel.

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

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

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

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

10.6. Except as otherwise provided in this Agreement, it is expressly agreed and stipulated that the U.S. District Court for the Northern District of Illinois, Eastern Division shall

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have exclusive jurisdiction and authority to consider, rule upon, and issue a final order with respect to suits, whether judicial, administrative or otherwise, which may be instituted by any person, individually or derivatively, with respect to this Agreement.

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

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

10.9. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of Plaintiffs, Settlement Class Members, Plaintiffs' Counsel and Cigna.

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

10.11. The provisions of this Agreement are intended to be severable. Should any provision be found illegal, invalid or unenforceable by any court of competent jurisdiction for any

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reason, it shall be severable from the remainder of this Agreement, and the remainder of this Agreement shall be unchanged and shall be read as if it did not contain the illegal invalid provision, except that if the release in ¶3 is deemed invalid then Cigna shall have the option to void the remainder of this Agreement.

10.12. The Parties agree that this Agreement, in whole or in part, whether effective, terminated, or otherwise, or any of its provisions or any negotiations, statements, or proceedings relating to it in any way, shall not be construed as an admission of liability or wrongdoing or breach of any duty on the part of Cigna. This Agreement shall not be admissible as evidence of any kind in any proceeding except an action to enforce the terms of the Agreement. Without limiting the foregoing, neither this Agreement nor any related negotiations, statements or proceeding shall be construed as, offered as, received as, used as or deemed to be evidence of any waiver of any applicable defense or protection by Cigna. The Parties agree that this Section ¶10.12 shall survive the termination of this Agreement.

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

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forth in ¶6.1 above, on its own website, can respond to inquiries initiated by the media, and in doing so may decline to comment, but otherwise shall only refer to the Notice and/or defer to the court file in this Action, but shall not provide any further comment. Except as noted herein and by mutual agreement of the Parties, the Notice shall constitute the only broad-based communication with Settlement Class Members regarding the Agreement prior to the Final Approval Hearing. Notwithstanding, Plaintiffs' Counsel can answer any inquiries initiated by Settlement Class Members and Plaintiffs' Counsel may communicate freely with Plaintiffs. Cigna's employees may answer any routine question raised by a Settlement Class Member concerning clinical services provided or claims payment. Cigna and their counsel shall direct any inquiries regarding the Settlement initiated by Settlement Class Members to Plaintiffs' Counsel or the Settlement Administrator. Nothing herein prohibits Plaintiffs' Counsel from providing accurate, already public information about the Settlement in connection with documents filed with courts related to Plaintiffs' Counsel's experience and qualifications, or, providing factual information in their biographies and CVs. For the avoidance of doubt, nothing in this Section shall be interpreted to restrict Settlement Class Counsel's ability to communicate with Settlement Class Members or perform their duties on behalf of the class.

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

10.15. Each Person signing this Agreement on behalf of a Party represents and warrants that he or she has all requisite power and authority to enter into this Agreement and to

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implement the transactions contemplated herein, and is duly authorized to execute this Agreement on behalf of that Party.

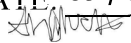
10.16. All notices to the Parties required under this Agreement (except for Notices to the Settlement Class) shall be sent via email to counsel of record for the Parties.

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

Plaintiffs Andrew Hecht and Andrea Hecht



DATE: 09 / 30 / 2025



DATE: 09 / 30 / 2025



DATE: 09 / 27 / 2025
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CONSUMER LAW ADVOCATE, PLLC
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Martin Jaszczuk

DATE: 09 / 27 / 2025
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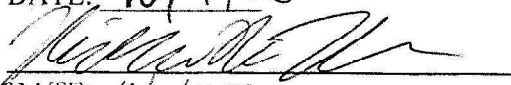
Attorneys for Plaintiffs

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Defendant Cigna Health and Life Insurance Company


Glenn Gerhard

DATE: 10/1/25


DATE: 10/1/25

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