

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

MARGARETANN BIANCULLI, JANET KOBREN,
MERRI LASKY, PHYLLIS LIPMAN, BARRY
SKOLNICK, on behalf of themselves and all others similarly
situated, and the NYC ORGANIZATION OF PUBLIC
SERVICE RETIREES, INC.,

Plaintiffs,

v.

THE CITY OF NEW YORK OFFICE OF LABOR
RELATIONS, the CITY OF NEW YORK,
EMBLEMHEALTH, INC., and GROUP HEALTH
INCORPORATED (GHI),

Defendants.

Index No.: 160234/2022

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Agreement” or “Settlement Agreement¹”) is made and entered into by and among Margaretann Bianculli, Janet Kobren, Merri Lasky, Phyllis Lipman, and Barry Skolnick (collectively, “Class Representatives”) for themselves individually and on behalf of the Settlement Class (as defined below), and the NYC Organization of Public Service Retirees, Inc. (the “Organization,” and together with the Class Representatives, “Plaintiffs”), and Defendants the City of New York, the City of New York Office of Labor Relations (the “City”), EmblemHealth, Inc. and Group Health Incorporated (together “Emblem,” and collectively with the City, “Defendants”) (collectively with Plaintiffs, the “Parties”).

RECITALS

WHEREAS, on January 1, 2022, Defendants implemented \$15 Co-Pays for certain eligible medical services in the GHI Senior Care plan administered by Emblem (“Senior Care Plan”), and medical providers were authorized to begin collecting these Co-Pays from members of the Senior Care plan (the “Co-Pays”).

WHEREAS, on November 29, 2022, Plaintiffs filed a class action lawsuit captioned *Margaretann Bianculli et al v. City of New York Office of Labor Relations et al*, in New York County Supreme Court, Index No. 160234/2022 (the “Action”).

¹ Capitalized terms shall have the meanings as defined herein and whenever used in this Agreement, and for the purposes of this Agreement only.

WHEREAS, on October 20, 2023, Justice Lyle Frank issued a Decision and Order entered on October 23, 2023 (the “Court’s October 23, 2023 Decision”) certifying a class of “all retirees enrolled in the Senior Care plan” (the “Class”) and appointing Walden Haran Williams LLP and Pollock Cohen LLP as class counsel (“Class Counsel”).

WHEREAS, starting on January 27, 2025, the Parties participated in mediation with Retired Justice Ariel Belen of JAMS.

WHEREAS, the Parties engaged in multiple rounds of settlement negotiations both within and outside of mediation through December 2025, when the Parties reached an agreement in principle.

WHEREAS, during the Class Period, the total amount of Co-Pays for eligible services that could have been incurred by Class Members was approximately \$53 million, which constitutes the Settlement Amount Cap and is subject to the Plan of Allocation as set forth in §3.4 below.

WHEREAS, pursuant to the terms set forth below, this Agreement resolves all Released Claims as set forth herein and in the Release contained herein, by Plaintiffs, Class Representatives, and all Settlement Class Members defined herein, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf. This Agreement excludes the claims of any members of the Class who opt out from the Settlement Class pursuant to the terms and conditions herein.

WHEREAS, Plaintiffs and Class Counsel have thoroughly examined the law and facts relating to the matters at issue in the Action, to Plaintiffs’ claims, and to Defendants’ asserted and potential defenses. Based on a thorough analysis of the facts and the law applicable to Plaintiffs’ claims in the Action, and taking into account the burden, expense, and delay of continued litigation, including the risks and uncertainties associated with litigating their claims, a protracted trial and appeal(s), as well as the opportunity for a fair, cost-effective, and assured method of resolving the claims of Plaintiffs and the Class, Class Counsel believe that a negotiated resolution is an appropriate and reasonable means of ensuring that the Settlement Class is afforded important benefits expediently. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and the risk of continued litigation, as well as the difficulties and delays inherent in such litigation, as well as Defendants’ financial position.

WHEREAS, Plaintiffs and Class Counsel believe that the terms set forth in this Settlement Agreement confer substantial benefits upon the Settlement Class and have determined that they are fair, reasonable, adequate, and in the best interests of the Settlement Class.

WHEREAS, Defendants deny any and all liability arising out of all the allegations made in the Action and in the Amended Complaint and without admitting or conceding any liability or damages whatsoever, have agreed to settle the Action on the terms and conditions set forth in this Agreement to avoid the time, risk, and expense of defending protracted litigation, and to resolve finally and completely the claims of Plaintiffs and the Settlement Class.

WHEREAS, Defendants do not believe there is any merit to Plaintiffs’ claims but have similarly concluded that this Agreement is desirable to avoid the time, risk, and expense of

defending protracted litigation, and to resolve finally and completely the claims of Plaintiffs and the Settlement Class.

WHEREAS, this Agreement, whether or not consummated, and any actions or proceedings taken pursuant to this Agreement, are for settlement purposes only, and Plaintiffs, Settlement Class members, and the Settlement Class acknowledge that Defendants specifically deny any and all wrongdoing, liability, or damages and have concluded this matter strictly to avoid protracted litigation. The existence of, terms in, and any action taken under or in connection with this Agreement shall not constitute, be construed as, or be admissible in evidence as any admission by Defendants of: (i) the validity of any claim, defense, or fact asserted in the Action or any other pending or future action, or (ii) any liability, wrongdoing, fault, violation of law, or damages of any kind.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, the Parties do hereby mutually agree, as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall be defined as follows:

1.1 “Action” means the case *Bianculli et al v. City of New York Office of Labor Relations et al*, Index No. 160234/2022, pending in the Supreme Court of the State of New York, New York County before the Honorable Lyle E. Frank.

1.2 “Administrative Costs” are the expenses incurred by the Claims Administrator in connection with the implementation and administration of this Agreement, and dissemination of notice and processing of claims pursuant to this Agreement and the Proposed Preliminary Approval Order.

1.3 “Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement and Release. The terms of the Settlement Agreement are set forth herein, including the exhibits hereto.

1.4 “Approved Claims” or “Approved Claim” means claims for Documented Loss and Undocumented Loss as evidenced by a Claim Form submitted by a Settlement Class Member that: (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) is physically signed or electronically signed and verified by the Settlement Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the Claims Administrator.

1.5 “Business Days” means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the government of the State of New York.

1.6 “City’s Counsel,” and references to counsel for the City mean the Corporation Counsel of the City of New York and attorneys Richard Schulsohn, Vijeta Jasuja, and Andrew Gelfand.

1.7 “Claimant” means a Class Member who submits a timely Claim Form in accordance with the terms of this Agreement.

1.8 “Claims Administrator” shall mean and refer to Atticus Administration LLC.

1.9 “Class Counsel Fees and Costs” means an amount agreed upon by the Parties and for which the Parties shall seek approval from the Court as part of the motion for Final Approval, not to exceed \$9,900,000.00 (nine million nine hundred thousand dollars) in attorneys’ fees for Class Counsel, plus an amount not to exceed \$100,000 (one hundred thousand dollars) for litigation expenses and costs, for a total amount not to exceed \$10,000,000 (ten million dollars). Such amounts shall be paid in the order set forth in the Plan of Allocation (§3.4) and shall be subject to the provisions and limitations set forth herein.

1.10 “Claims Deadline” means the date by which all Claim Forms must be postmarked, if mailed, or received electronically, if submitted electronically, to be considered timely and shall be set as the date 60 days after the Notice Date. The Claims Deadline shall be clearly set forth in the Notice, the Claim Form, the Settlement Website, and the Court’s order granting Preliminary Approval.

1.11 “Claim Form” means a document substantially in the form of the document attached hereto as Exhibit A, or in such other form that may be approved by the Court in the Preliminary Approval Order and must be completed and timely submitted to file a claim under this Agreement. The Claim Form will be sent solely to those Class Members based upon the Emblem Claims Data who could have incurred a Co-Pay in the Class Period.

1.12 “Claims Period” means the period for filing the Claim Form, which shall be the period from the Notice Date until the Claims Deadline.

1.13 “Class” means the Class certified by the Court’s October 23, 2023 Decision.

1.14 “Class Member” means a member of the Class certified by the Court’s October 23, 2023 Decision.

1.15 “Class Period” is the period from January 1, 2022 through January 31, 2023.

1.16 “Class Representatives” as designated in the Court’s October 23, 2023 Decision, are Margaretann Bianculli, Janet Kobren, Merri Lasky, Phyllis Lipman, and Barry Skolnick.

1.17 “Complaint” means the Amended Complaint filed in the Action on February 3, 2023 (NYSCEF Doc. No. 71).

1.18 “Co-Pay” means the \$15 Co-Pay implemented by Defendants on January 1, 2022, for certain eligible medical services in the Senior Care Plan administered by Emblem.

1.19 “Court” means the Supreme Court of the State of New York, New York County, Justice Lyle E. Frank.

1.20 “Defendants” means collectively The City of New York and New York City

Office of Labor Relations (together, the “City”), and EmblemHealth, Inc. and Group Health Incorporated (together, “Emblem”).

1.21 “Defendants’ Counsel” means the City’s Counsel and Emblem’s Counsel.

1.22 “Documented Loss” refers to Co-Pays incurred by a Class Member in the Class Period that are supported by Reasonable Evidence.

1.23 “Undocumented Loss” refers to Co-Pays incurred by a Class Member in the Class Period that are not supported by Reasonable Evidence after making diligent efforts but are supported by an affirmation.

1.24 “Effective Date” refers to the first Business Day after all of the following conditions have occurred but shall not be before July 15, 2026: (a) Defendants’ Counsel and Plaintiffs’ Counsel execute this Agreement; (b) the Court enters the Preliminary Approval Order substantially in the form attached hereto as Exhibit C, without material change; (c) notice is provided to the Settlement Class consistent with the Preliminary Approval Order; and (d) the Court enters the Final Approval Order and Judgment provided no jurisdictionally sufficient appeal of the Final Approval Order is timely filed and a Notice of Entry is filed on the NYSCEF system. If an appeal is timely filed, the Effective Date shall be first Business Day following the latest of the following but shall not be before July 15, 2026: (1) any appeal from the Final Approval Order has been finally dismissed; (2) the Final Approval Order has been affirmed on appeal in a form substantially identical to the form of the Final Approval Order entered by the Court; (3) the time to petition for review with respect to any appellate decision affirming the Final Approval Order has expired and no such petition for review has been filed; and (4) if a petition for review of an appellate decision affirming the Final Approval Order is filed, the petition has been denied or dismissed, or, if granted, has resulted in affirmance of the Final Approval Order in a form substantially identical to the form of the Final Approval Order entered by the Court.

1.25 “Emblem Claims Data” means Emblem’s data regarding co-payments for eligible services in the Class Period for which a Class Member could have incurred a Co-Pay and is conclusive as to the identity of the Class Member and the amount of co-payments subject to submission of a claim by a Class Member.

1.26 “Emblem’s Counsel” and references to counsel for Emblem mean attorneys Maria T. Galeno and Jay D. Dealy at the law firm Pillsbury Winthrop Shaw Pittman LLP.

1.27 “Entity” means any person, corporation, partnership, limited liability company, association, trust, agency, or other organization of any type.

1.28 “Final Approval Hearing” means the hearing to be scheduled by the Court to determine, among other things, whether the Court should approve the proposed Agreement as fair, reasonable, and adequate.

1.29 “Final Approval Order” means the entry of an Order, after the Final Approval Hearing, granting Final Approval of this Agreement, approving Class Counsel’s fees and costs, approving the Service Awards, and dismissing the Action with prejudice.

1.30 “Notice” means notice of the proposed class action settlement to be provided to Class Members pursuant to the Notice Plan approved by the Court in connection with preliminary approval of the Settlement, including the written notice in the form of the document attached hereto as Exhibit B, or in such other form that may be approved by the Court.

1.31 “Notice Date” means the date 21 days after the entry of the Preliminary Approval Order or some other date determined by the Court, by which date the Claims Administrator shall have disseminated the Notice.

1.32 “Notice Plan” means the plan for providing notice, as approved by the Court, developed by the Parties and described in this Agreement for disseminating Notice to Class Members of the terms of this Agreement and the Final Approval Hearing.

1.33 “Objector” means any Settlement Class Member who timely files a written objection to this Settlement Agreement (“Objection”). An Objection filed by a Settlement Class Member who also timely files a Request for Exclusion is void and of no force or effect.

1.34 “Objection Deadline” means the date by which Settlement Class Members must file and postmark required copies of any Objection, pursuant to the terms and conditions herein, to the Settlement, the Settlement Benefits, Class Counsel Fee Award and Costs, and Service Awards or to appear at the Final Approval Hearing and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Class and why a final judgment should not be entered thereon, and shall be 30 days after the Claims Deadline. The deadline for filing an Objection will be clearly set forth in the Notice.

1.35 “Opt-Out” or “Request for Exclusion” means any written signed statement timely submitted by a Class Member to opt-out and not be included in this Settlement Agreement. An Opt-Out or Request for Exclusion submitted by a Class Member who also files a valid and timely Claim Form is void and of no force or effect.

1.36 “Opt-Out Deadline” means the period in which a Class Member may submit a Request for Exclusion, pursuant to the terms and conditions herein, which shall expire 45 days following the Notice Date. The deadline for filing a Request for Exclusion will be clearly set forth in the Notice.

1.37 “Parties” means Plaintiffs and Defendants.

1.38 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.39 “Plaintiffs’ Counsel” or “Class Counsel” shall mean Steve Cohen of Pollock Cohen LLP and Jacob Gardener of Walden Haran Williams LLP.

1.40 “Preliminary Approval Order” means the order entered by the Court preliminarily approving, among other things, the terms and conditions of this Agreement, appointing the

Claims Administrator, approving the manner and timing of providing Notice to the Class Members, and setting a date for the Final Approval Hearing, without material change to the Parties' agreed-upon proposed preliminary approval order attached hereto as Exhibit C.

1.41 "Reasonable Evidence" means evidence to support Emblem Claims Data regarding Co-Pays that could have been incurred by potential Class Members in the Class Period, that the Claims Administrator deems satisfactory and supporting a claim for Documented Loss. Reasonable Evidence shall include cancelled check(s), credit card statements, bank statements, receipts, or a signed letter confirming payment from the Claimant's medical provider (including an agent of the provider such as an office manager) in the form attached as Exhibit D hereto.

1.42 "Released Claims" means any and all past and present claims, actions or causes of action, of every kind or description (including any suits, petitions, demands or other claims in law, equity, or arbitration), and any and all allegations of, right, demand, suit, obligation, liability or damages, of whatever kind, nature, or description, direct or indirect, in law, equity, or arbitration, absolute or contingent, whether class or individual in nature, asserted or unasserted, for monetary and non-monetary relief (including without limitation consequential damage, loss or cost, punitive damage, attorneys' fees, costs, and expenses), arising from the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Action, that were or could have been asserted against the Released Parties (including, but not limited to, any and all dismissed claims or causes of action, and any and all claims or causes of action arising from or relating to the implementation of co-pays under the Senior Care Plan administered by Emblem, whether arising during the Class Period or thereafter, including, without limitation, any and all claims or causes of action arising from or relating to the implementation of the reinstated \$15 co-pay starting on January 1, 2025) on behalf of the Settlement Class and Plaintiffs regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether they are foreseen or unforeseen, suspected or unsuspected, or fixed or contingent and including but not limited to claims under New York Insurance Law, New York General Business Law, and the Class Action Fairness Act that were contemplated or that could have been asserted in federal court (the "Released Claims").

1.43 "Released Parties" means the City and its subsidiaries, affiliates, predecessors, successors and assigns, together with all past and present officials, employees, representatives, and agents of the City of New York, or any agency, department or office thereof, and, in the case of all such entities, their respective past and present representatives, officers, directors, attorneys, agents, employees, privities, and insurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in the Action, as well as Emblem and its affiliated entities and persons, and their respective successors, predecessors, assigns, beneficiaries, partners, joint venturers, subsidiaries, parents, divisions, affiliates, controlled companies or entities, transferees, insurers or administrators, sponsors, settlors, fiduciaries, agents, trustees, advisors, attorneys, members, managers, officers, partners, directors, employees, principals, interest holders, shareholders, investors, agents and representatives, and for both Defendants also includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in the Action. Each of the Released Parties may be referred to individually as a "Released Party."

1.44 “Service Awards” means the agreed amount up to \$5,000, subject to Court approval and paid to each of the Class Representatives in recognition of their role in this Action, as set forth below, not to exceed \$25,000.

1.45 “Settlement” means and refers to the settlement of this Action described by, defined by, and according to the terms of this Settlement Agreement.

1.46 “Settlement Amount” or “Settlement Amount Cap” means this settlement is limited to an amount up to \$53,000,000.00, which for the avoidance of doubt, limits Defendants’ liability under this Settlement Agreement to an amount that shall not exceed \$53,000,000.00.

1.47 “Settlement Benefit(s)” means: (a) the Documented and/or Undocumented Loss Payments; (b) the Class Counsel Fee Award and Costs; and (c) Service Awards, together not to exceed the Settlement Amount Cap; (d) the co-pays under the Senior Care Plan administered by Emblem, which were reinstated on January 1, 2025, following the vacatur of the injunction issued by the Court on January 11, 2023, shall remain as implemented and not increase beyond the current \$15 through December 31, 2027, and (e) any other benefits Class Members receive pursuant to this Agreement.

1.48 “Settlement Class” means Class Members who do not opt out of the Settlement as provided herein. Excluded from the Settlement Class are: (1) the Organization, however, this exclusion does not apply to any of its members; (2) Class Members who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (3) the successors or assigns of any such excluded Class Member.

1.49 “Settlement Class Member” means a member of the Settlement Class.

1.50 “Settlement Website” means a website to be created and maintained by the Claims Administrator that shall provide information about the Settlement and the submission of Claim Forms and the documents described in § 2.8 below.

2. SETTLEMENT PROCEDURE

Preliminary Approval of the Settlement

2.1 The Parties will work together, diligently and in good faith, to expeditiously obtain a Preliminary Approval Order. Plaintiffs’ Counsel shall prepare a complete first draft of the Approval Motion for review and revision by counsel for both Defendants. The Parties will jointly submit to the Court a motion requesting that the Court enter a Preliminary Approval Order, in the form attached as Exhibit C hereto. The Preliminary Approval Motion will request that the Court preliminarily approve the following: (a) this Settlement Agreement; (b) the form, content, manner and timing of the Class Notice, (c) the Claim Form; (d) appoint the Claims Administrator; and, (e) set a date for the Final Approval Hearing.

2.2 No steps shall be taken towards administration prior to obtaining a Preliminary Approval Order.

Denial of Preliminary Approval of the Settlement

2.3 If the Court denies the Motion for Preliminary Approval, the Parties will jointly agree to seek reargument of the ruling. Plaintiffs' Counsel shall prepare a complete first draft of the reargument motion for review and revision by counsel for both Defendants. Should reargument be denied, the case will proceed as if no settlement had been attempted, and this Agreement and the circumstances leading to it will not be offered or admitted into evidence by any Party for any issue. Defendants retain the right to contest both liability and damages in the Action in all respects. In such a case, the Parties will negotiate and submit for Court approval a revised discovery schedule. In the event the Court denies the Motion for Preliminary Approval, the Parties shall make a good faith effort to renegotiate this Settlement Agreement and submit such new agreement for Preliminary Approval as may be agreed.

Claims Administration Process

2.4 The Claims Administrator will handle the claims administration process, subject to Court approval and the terms of this Agreement. The expenses of administration, including the Administrative Costs, shall be borne by Defendants.

Notice

2.5 Notice shall be disseminated pursuant to the Notice Plan approved by the Court in the Preliminary Approval Order.

2.6 No later than the Notice Date, or such other time as may be ordered by the Court, the Claims Administrator shall send the Notice to each member of the Class by (i) first class USPS mail and (ii) email, using the mailing address and email address, if any, that Emblem has on file for each member of the Class. If Emblem does not have an email address on file, the Notice will only be sent by USPS mail. Eligible Class Members identified by Emblem as being potentially exposed to at least one Co-Pay from January 1, 2022 through January 31, 2023 will be mailed a paper copy of their customized Claim Form along with the paper Notice. If the Notice is also being emailed, eligible Class Members will not be sent the Claim Form as an attachment, but will be sent a custom link to access their customized claim form online on the Settlement Website portal.

2.7 Emblem and/or the City shall issue a press release announcing the Settlement on or around the Notice Date. Plaintiffs also reserve the right to implement targeted social media advertisements to inform Class Members of the Settlement, at their own expense.

2.8 Prior to the Notice Date, the Claims Administrator shall cause a Settlement Website to be launched in accordance with this Agreement. The Settlement Website shall provide information about the submission of Claim Forms and provide access to relevant documents as and when approved by the Court, including the Notice, the Preliminary Approval Order entered by the Court, this Agreement following entry of the Preliminary Approval Order, and also notify the Settlement Class of the date, time, and place of the Final Approval Hearing. The Settlement Website shall also contain the Final Approval Order once entered by the Court. The Settlement Website shall also provide a phone number and mailing address through which Class Members may contact the Claims Administrator.

Procedure For Filing Claims

2.9 On or before the Notice Date, the Claims Administrator shall send to eligible Class Members identified by Emblem as being potentially exposed to at least one Co-Pay from January 1, 2022 through January 31, 2023 a Claim Form in the form attached hereto as Exhibit A. The Claim Form shall be pre-populated and customized for each eligible Class Member and shall include the Class Member's name and address and will provide the Class Member an opportunity to correct this information, if necessary. It will also include a table pre-populated with Emblem Claims Data providing details of the Class Member's visits to medical providers from whom they received services for which the provider may have charged them a Co-Pay under the Emblem-administered GHI Senior Care plan, including the date of service, name of the provider, and the amount of the Co-Pay exposure associated with each Co-Pay during that period. Finally, it will include an affirmation that must be signed.

2.10 The Claim Form will include a link and QR code to enter the Settlement Website portal specially created by the Claims Administrator. To be able to access the portal, each Class Member will be required to enter the unique Claimant ID number provided on the Claim Form, along with their member ID number from the front of their medical GHI Senior Care insurance card and any other authentication process required by the Claims Administrator. The portal will have a custom dashboard specific to that Member, which will include a table that will allow Class Members to manage and monitor the status of their claims. The custom dashboard will include a link to a customized pre-populated Claim Form that will be fillable online and will allow for a digital signature. Class Members will be able to start a claim and finish it at a later time without losing their information until the Claims Deadline, after which the online claim links will be deactivated. Class Members will then still have access to the dashboard and be able to see near real-time status of each claim. The portal will allow Class Members to choose their preferred method of reimbursement payment, such as: PayPal, Venmo, Zelle, direct deposit, or a physical check. Class Members who submit their claim via mail will receive physical checks for their reimbursement. If a Class Member submits by mail and needs to change the submission or add documents before the Claims Deadline, or wants information on the status of their claim, they will need to contact the Claims Administrator for assistance.

2.11 Settlement Class Members must send the Claims Administrator by mail or submit online through the Settlement Website portal a signed, completed Claim Form no later than 60 days following the Notice Date (the "Claims Deadline").

2.12

- i. On the Claim Form, the Settlement Class Member shall: (i) provide their correct and/or changed name and address if the pre-populated information on the Claim Form is incorrect; (ii) indicate whether they are submitting proof of legal name change or evidence of authority to act on behalf of the Class Member (if, for example, the Class Member is deceased) and, if so, specify the type of proof being submitted; (iii) provide their contact information, such as an email address and/or telephone number; (iv) for each Co-Pay listed on the pre-populated form, confirm whether they did in fact pay the Co-Pay; and (v) for each such Co-Pay listed, indicate whether the Settlement Class Member is submitting Reasonable

Evidence of payment of a Co-Pay and, if so, specify the type of Reasonable Evidence being submitted or if the Settlement Class Member is not submitting Reasonable Evidence of payment of a Co-Pay.

- ii. The completed Claim Form must be signed by the Settlement Class Member and include an affirmation as to the truthfulness of its contents.
- iii. Any proof of legal name change or evidence of authority to act on behalf of the Class Member must be submitted with the completed Claim Form.
- iv. Any Reasonable Evidence provided must be submitted with the completed Claim Form.
- v. All Reasonable Evidence must be substantially consistent with Emblem's Claims Data provided to the Class Member by the Claims Administrator.
- vi. To be valid, a completed Claim Form, any proof of legal name change or legal authority (if applicable), and any Reasonable Evidence must be timely submitted online through the Settlement Website or postmarked by the Claims Deadline.

2.13 Within 21 days of the Claims Deadline, the Claims Administrator shall provide to Plaintiffs' and Defendants' Counsel the total value of the claims submitted.

2.14 Within 30 days of the Claims Deadline, the Claims Administrator shall review all timely received completed Claim Forms, any proof of legal name change or legal authority (if applicable), and Reasonable Evidence for timeliness and validity, and to determine if the claim is an Approved Claim and eligible for Documented Loss and/or Undocumented Loss payment. If a Claim Form is not submitted by the Claims Deadline, the Claim will be denied. If a Settlement Class Member's name has been changed, or a legal representative is making a claim on behalf of a Settlement Class Member, proof of legal name change or legal authority to sign on behalf of the Class Member is required and must be provided for their claim to be deemed valid. For claims for Documented Loss payment, the Claims Administrator shall determine whether the claims are valid and supported by Reasonable Evidence and for claims for Undocumented Loss payment, the Claims Administrator shall determine whether the claims are valid and supported by a signed affirmation. If the Claims Administrator determines that a claim is not valid, the parties shall engage in a second level review process described in § 2.17, below.

2.15 For each such Claim Form, the Claims Administrator shall determine whether: (i) the completed Claim Form, any proof of legal name change or legal authority (if applicable), and Reasonable Evidence, if any, was timely received; (ii) the completed Claim Form was signed and contains an affirmation as to the truthfulness of its contents; (iii) the respondent is a Settlement Class Member; (iv) for each Co-Pay listed on the pre-populated form, the Settlement Class Member indicated whether they did in fact pay the Co-Pay; (v) each provider claim submitted by the Settlement Class Member matches the Emblem Claims Data of provider claims for which that member was potentially exposed to a Co-Pay; (vi) the amount of each Co-Pay submitted by the Settlement Class Member matches the Emblem Claims Data of provider claims for which that member was potentially exposed to a Co-Pay; and (vii) that any Reasonable

Evidence or proof of legal name change or legal authority submitted by the Settlement Class Member satisfies the criteria specified in §2.12 above.

2.16 The Claims Administrator shall accept any completed Claim Form and Reasonable Evidence if the Claims Administrator can reasonably determine that the criteria in §2.12 and §2.15 have been satisfied and determine whether the claim is valid and is an Approved Claim.

2.17 **Second Level Review.** Claims determined by the Claims Administrator to be untimely are deemed denied and are not eligible for second-level review. Within 30 days of the Claims Deadline, if the Claims Administrator determines that a claim is invalid for any other reason, including due to inaccuracy or incompleteness—such as where the claim is unsigned or the Reasonable Evidence submitted by the Class Member is deemed inadequate or insufficient—the Claims Administrator shall send, by mail, a notice of denial identifying the deficiency, explaining the basis for the determination, and advising the Class Member of the opportunity to cure. The Class Member shall have 30 days from the date of the notice to submit additional materials for a second-level review by the Claims Administrator. Within 21 days after receipt of such materials, the Claims Administrator shall issue a determination on the second-level review.

2.18 Failure to timely respond to the Claims Administrator's request to either sign, correct, and/or clarify the submitted Claim Form and/or provide additional documents with respect to a legal name change or legal authority to sign on behalf of the class member, or if such documents submitted are deemed inadequate, incomplete, inaccurate or insufficient by the Claims Administrator, will result in the claim being denied.

2.19 If a Settlement Class Member fails to timely respond to the Claims Administrator's request to correct a deficiency on the submitted Claim Form that is not based upon proof of payment (such as not checking a box that was required or missing a signature), and the Claims Administrator is unable to process one or more of the claims, those claims will be denied.

2.20 If the Claims Administrator determines that the claims are valid, they shall be Approved Claims; and, if the Claims Administrator determines the claims are not valid (after a second level review), they shall be denied except as provided in §2.21 below, and such determination by the Claims Administrator is conclusive and final. Emblem Claims Data shall be conclusive as to the validity of and the dollar amount of any Documented Loss payment or Undocumented Loss payment.

2.21 Any Settlement Class Member who makes a claim for Documented Loss Payment that is denied for insufficient documentation will have their claim deemed one for an Undocumented Loss Payment subject to review for eligibility and approval or denial by the Claims Administrator.

2.22 For each Settlement Class Member that timely submitted an Approved Claim, the Claims Administrator shall calculate that Settlement Class Member's Documented Loss payment and/or Undocumented Loss payment.

2.23 Within 12 days of the completion of the second level review, the Claims Administrator shall inform Class Counsel and Defendants' Counsel of: (i) the total number of timely completed Claims Forms received for Documented Loss and/or Undocumented Loss payments; (ii) the total number and sum of Approved Claims for Documented Loss payments; and (iii) the total number and sum of Approved Claims for Undocumented Loss payments.

2.24 The Claims Administrator shall use reasonable and customary fraud-prevention mechanisms to prevent, among other things: (i) submission of Claim Forms by persons other than Settlement Class Members, (ii) submission of more than one Claim Form per person, and (iii) submission of Claim Forms seeking amounts to which the Claimant is not entitled.

2.25 The Claims Administrator shall administer the relief provided by this Agreement by processing Claim Forms in a responsive, Settlement Class Member-friendly, and timely manner, and shall calculate payments in accordance with this Agreement.

2.26 Any information relating to Class Members provided to Plaintiffs' Counsel pursuant to this Agreement shall be provided solely for the purpose of providing Notice to the Class Members (as set forth herein) and allowing them to recover under this Agreement; shall be kept in strict confidence by Plaintiffs' Counsel; shall not be disclosed to any third party; shall be destroyed after all distributions to Class Members have been made; and shall not be used for any other purpose. The Claims Administrator will ensure that any information provided to it by Emblem, the City, Class Members, or Plaintiffs' Counsel will be secure and used solely for the purpose of effecting this Settlement.

2.27 The Claims Administrator shall maintain records of its activities under this Agreement. The Claims Administrator shall maintain all such records as required by applicable law in accordance with its business practices. The Claims Administrator shall also provide reports and other information to Plaintiffs' Counsel, Defendants' Counsel, and the Court as said Counsel and/or the Court may require.

2.28 Opt-Out/Request for Exclusion from Settlement Class

(a) The Notice shall explain the procedure for Class Members to opt out and exclude themselves from the Settlement Class.

(b) Class Members who wish to exclude themselves from the Settlement Class must notify the Claims Administrator in writing, postmarked no later than 45 days after the Notice Date (the "Opt-Out Deadline").

(c) Any Class Member may submit a Request for Exclusion from the Settlement at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be postmarked or received by the Claims Administrator on or before the Opt-Out Deadline.

(d) A Request for Exclusion can only be submitted via U.S. Mail in writing, and must identify the case name; state the name, address, telephone number of the Class Member seeking exclusion; identify any lawyer representing the Class

Member seeking to opt out; be physically signed by the person(s) seeking exclusion; and must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in ‘*Bianculli et al v. City of New York Office of Labor Relations et al.*’”

(e) Requests for Exclusion may only be made on an individual basis, and no person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

(f) Any person who elects to request exclusion from the Settlement Class shall not: (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement.

(g) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Settlement Class Member under this Agreement, entitled to all benefits, and bound by all terms and conditions of the Settlement, including the releases under Section 4 of this Agreement regardless of whether they receive the Notice, have executed and delivered a Claim Form or objected to the Settlement, or otherwise actively participated in the Settlement.

(h) Within 21 days of the Opt-Out Deadline, the Claims Administrator shall provide Class Counsel and Defendants’ Counsel with a spreadsheet identifying all Requests for Exclusion received.

Objections

2.29 The Notice shall explain the procedure for Settlement Class Members to object to the Settlement. Settlement Class Members may submit written objections to the Court no later than 30 days after the Claims Deadline (the “Objection Deadline”).

2.30 Settlement Class Members may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. Any Settlement Class Member who wishes to object to the Settlement, the Settlement Benefits, the Class Counsel Fee and Costs, and/or Service Awards, or to appear at the Final Approval Hearing and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Class, or why a final judgment should not be entered thereon, may do so, but must proceed as set forth in this Section.

2.31 No Settlement Class Member or other person will be heard on such matters unless they have filed in this Action an objection, together with any briefs, papers, statements, or other materials the Class Member or other person wishes the Court to consider, by the Objection Deadline.

2.32 All written objections and supporting papers must clearly: (a) state the Settlement Class Member’s full name, current mailing address, and telephone number; (b) state that the Objector is a member of the Settlement Class; (c) identify the specific factual and legal grounds for the objection; (d) identify all counsel representing the Settlement Class Member, if any;

(e) include a list, including case name, court, and docket number, of all other cases in which the Objector and/or the Objector's counsel has filed an objection to any proposed class action settlement in the past five (5) years; and (f) contain a statement regarding whether the Settlement Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing.

2.33 All objections must be submitted to Defendants' Counsel and Plaintiffs' Counsel pursuant to the contact information provided below, and to the Court by mailing them to Supreme Court of the State of New York, New York County, 60 Centre Street, New York, NY 10007, or by filing them in person at the Courthouse or electronically on the New York State Court Electronic Filing (NYSCEF) website.

2.34 All objections must be filed or postmarked on or before the Objection Deadline, as set forth above.

2.35 Any Settlement Class Member who does not make their objections in the manner and by the date set forth in this Section shall be deemed to have waived any objections and shall be forever barred from raising such objections.

Final Approval Hearing, Final Approval of Settlement and Dismissal with Prejudice

2.36 No later than 21 days prior to the date of the Final Approval Hearing, scheduled by the Court, Plaintiffs shall submit a motion for Final Approval of this Settlement Agreement to the Court that shall include a proposed Final Approval Order. The motion for Final Approval shall be made no earlier than 115 days after the Claims Deadline.

- i. Class Counsel shall be responsible for preparing a full and complete draft of the Motion for a Final Approval Order, including a draft of the proposed Final Approval Order, for review and revision by Defendants' Counsel. The motion for a Final Approval Order shall request that the Court:
 - a. approve finally this Settlement Agreement and its terms as being a fair, reasonable and adequate settlement as to the Settlement Class and direct its effectuation according to its terms;
 - b. approve Class Counsel's fees and costs, the Service Awards, and the Plan of Allocation setting forth the order in which payments will be made;
 - c. direct that the Action against Defendants be dismissed with prejudice and that all claims therein against Defendants be dismissed with prejudice, without attorneys' fees, expenses, or costs except as provided for in this Settlement Agreement;
 - d. retain exclusive jurisdiction over the Settlement and this Settlement Agreement, including the administration and effectuation of this Settlement; and
 - e. list all Settlement Class Members who have timely elected to exclude themselves from the Settlement Agreement (*i.e.*, "Opt-Outs").

2.37 Class Counsel will take all necessary and appropriate steps to obtain approval of this Settlement Agreement and dismissal of this action. Defendants shall in good faith cooperate with Class Counsel to obtain approval of this Settlement Agreement and dismissal of this action.

3. SETTLEMENT BENEFIT(S) AND SETTLEMENT TERMS

3.1 The Settlement Amount for the Settlement Benefit(s) pursuant to this Settlement Agreement shall be limited to and shall not exceed \$53,000,000.00 ("Settlement Amount Cap" or "Settlement Amount"). For the avoidance of doubt, and for purposes of this Settlement Agreement, Defendants' liability under this Settlement Agreement shall not exceed \$53,000,000.00.

3.2 The Settlement Amount, net of \$9.9 million in Counsel Fees, up to \$100,000 of Costs, and up to a total of \$25,000 in Service Awards (the "Net Settlement Amount"), will be allocated for payment of Approved Claims to Class Members pursuant to the Plan of Allocation set forth below. Any Net Settlement Amount remaining after payment of Approved Claims will not be paid out by Defendants and shall revert to Defendants.

3.3 Subject to the provisions and limitations set forth herein, and provided that all the conditions set forth in §5 below are satisfied, Defendants agree to pay the amount of Documented Loss and Undocumented Loss payments for all valid and Approved Claims, Service Awards, and Class Counsel Fees and Costs, by check payable to a bank account to be designated by the Claims Administrator and delivered in a manner to be determined.

Plan of Allocation

3.4 The Settlement is limited to the Settlement Amount Cap which shall be used to make payments in the following order: (i) \$9,900,000 in Class Counsel Fees and up to \$100,000 of Costs, subject to Court approval; and then (ii) up to \$25,000 in Service Awards, subject to Court approval; and then (iii) reimbursement for Documented Loss and Undocumented Loss payments. If the Settlement Amount net of Class Counsel Fees and Costs and Service Awards is insufficient to reimburse all valid Documented Loss and Undocumented Loss payments, such reimbursements will be made on a pro rata basis. In no event shall all of these payments together exceed the Settlement Amount Cap.

Payments to Settlement Class Members

3.5 The Claims Administrator shall administer and/or oversee distribution of the Documented Loss and/or Undocumented Loss payments for all valid Approved Claims to Settlement Class Members pursuant to the Plan of Allocation and the provisions of this Agreement.

3.6 Approved Claims for Undocumented Loss payments will be limited to 40% of Co-Pay amounts incurred for eligible services in the Class Period with a total maximum limit of \$100 for each Class Member.

3.7 **Settlement Payment Methods.** Settlement Class Members will receive any payment due to them for Approved Claims pursuant to the terms of this Agreement via check for

mail submissions. For online submissions, Class Members will receive payment pursuant to their selection of their preferred payment method on the online Claim Form.

3.8 Timing of Payment. Within 30 days after the Effective Date, the Claims Administrator shall cause funds to be distributed to each Settlement Class Member with an Approved Claim, out of the Net Settlement Amount.

3.9 Deadline to Deposit or Cash Physical Checks. Settlement Class Members with Approved Claims who receive a physical check for a Documented Loss payment and/or an Undocumented Loss payment shall have 120 days following distribution to deposit or cash their physical check. Any monies from checks not timely negotiated (cashed or deposited) shall revert to Defendants.

3.10 Returned Payments. For any Settlement Payment returned to the Claims Administrator as undeliverable within 30 days of mailing (including, but not limited to, when the intended recipient is no longer located at the address), the Claims Administrator shall make one additional attempt to make payment. The Claims Administrator shall inform the Organization of any undeliverable or returned payments within 14 days. The Claims Administrator shall not make its additional attempt to make payment unless and until the Claims Administrator has first conferred in good faith with the Organization to determine a more appropriate mailing address or payment method. Any monies from undeliverable or returned payments shall revert to Defendants.

3.11 Taxes. Each recipient of a payment under this Agreement shall be solely responsible for payment of any taxes associated with the payment. Defendants shall not be responsible for payment of any taxes associated with any payment pursuant to this Agreement. Neither Plaintiffs, Class Counsel, Defendants, nor Defendants' Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such.

3.12 Residue of Settlement Amount. This is a reversionary settlement. Any portion of the Settlement Amount Cap that is not paid pursuant to this Agreement shall revert to Defendants.

3.13 Payment Authorization. No amounts from the Settlement Amount may be allocated or paid unless (i) expressly authorized by the Court's Final Approval Order granting approval of the Settlement Agreement or (ii) otherwise approved by the Court.

3.14 Senior Care Plan co-pays. The co-pays under the Senior Care Plan administered by Emblem, which were reinstated on January 1, 2025, following the vacatur of the injunction issued by the Court on January 11, 2023, shall remain as implemented and not increase beyond the current \$15 through December 31, 2027.

Settlement Amount Payable As Class Counsel Fees And Costs

3.15 The Parties have agreed to ask the Court to approve Class Counsel fees in the amount of \$9,900,000 (nine million nine hundred thousand dollars) plus costs up to the amount of \$100,000 (one hundred thousand dollars) for a maximum of \$10,000,000 (ten million dollars).

Plaintiffs' Counsel will seek Court approval of the requested Class Counsel Fees and Costs in the proposed Final Approval Order as part of their motion for Final Approval.

3.16 Subject to the provisions and limitations set forth herein and provided all the conditions set forth in §5 below are satisfied, the Claims Administrator shall cause payment of Class Counsel Fees and Costs in the amount(s) approved by the Court from the Settlement Amount in the order set forth in the Plan of Allocation (§3.4) within 10 (ten) days after the Effective Date.

3.17 Any and all fees and costs awarded by the Court shall reduce and be deducted from the Settlement Amount before distributions of Service Awards and Documented and/or Undocumented Loss payments to the Settlement Class Members.

3.18 In the event the Court declines to approve, in whole or in part, the payment of the Class Counsel Fees and Costs in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Class Counsel Fees and Costs shall constitute grounds for cancellation or termination of this Agreement.

3.19 The Settlement is not conditioned upon the Court's approval of an award of Plaintiffs' Counsel's Fee Award and Costs.

3.20 Unless otherwise ordered by the Court, Plaintiffs' Counsel shall have the sole and absolute discretion to allocate any approved Class Counsel Fees and Costs amongst themselves.

Settlement Amount Payable As Service Awards

3.21 The Parties have agreed to ask the Court to approve Service Awards of up to \$5,000 for each of the five Class Representatives, up to a maximum not to exceed amount of \$25,000. Plaintiffs' Counsel will seek Court approval of the requested Service Awards in the proposed Final Approval Order as part of its motion for Final Approval.

3.22 Subject to the provisions and limitations set forth herein and provided all the conditions set forth in §5 below are satisfied, the Claims Administrator shall cause payment of Service Awards in the amount(s) approved by the Court from the Settlement Amount in the order set forth in the Plan of Allocation (§3.4) within 10 (ten) days after the Effective Date.

3.23 In the event the Court declines to approve, in whole or in part, the payment of the Service Award in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for cancellation or termination of this Agreement.

3.24 The Parties did not agree upon the amount of Service Awards or Class Counsel fees or costs until after they had agreed upon the substantive terms of the Settlement.

4. RELEASE

4.1 Upon the Effective Date, and in consideration of the Settlement Benefits described herein, Plaintiffs, Class Representatives, and all Settlement Class Members, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, irrevocably release the Released Parties and discharge each and every Released Claims to the fullest extent permitted by law and shall be permanently barred and enjoined from, instituting, directing or maintaining any lawsuit, petition, contested matter, demands or other claims in law, equity or arbitration, adversary proceeding, or miscellaneous proceeding with respect to each and every Released Claim (including claims under New York Insurance Law, New York General Business Law, and the Class Action Fairness Act that were contemplated or could have been asserted in federal court, and any and all discontinued and dismissed claims) against any of the Released Parties from the beginning of the world up to the execution of this Agreement. For the avoidance of doubt, this release applies only to the “Released Claims” as defined in §1.42 above and does not include claims arising from new transactions or facts that occur after the execution of this Agreement. This release includes Released Claims arising from or relating to the implementation of Co-Pays during the Class Period and from the implementation of the reinstated \$15 co-pays starting on January 1, 2025. This release includes, without limitation, all claims for damages arising from or related to any such Released Claims including claims for statutory, actual, consequential, punitive damages, interest, attorneys’ fees, expenses, and costs related to such claims. This Agreement releases claims solely against the Released Parties. This Agreement and Release pertains exclusively to the Senior Care Plan offered by the City of New York to its retirees, including the Class Representatives and all Class Members, during the Class Period. It does not restrict the City’s authority to discontinue the Senior Care Plan at any time in the future. For the avoidance of doubt, this Agreement and Release applies solely to the Senior Care Plan and shall not be interpreted to apply to any other retiree health benefit plan currently offered by the City, nor to any such plan that may be offered by the City in the future. This Agreement does not release, and it is not the intention of the Parties to this Agreement to release, any claims against any third party that is not a Released Party, nor any actual claim or potential claim against any third party that is not a Released Party.

4.2 The Parties and all Settlement Class Members understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party and all Settlement Class Members expressly assumes that risk of such possible difference in facts and agrees that this Agreement shall remain effective notwithstanding such difference in facts. The Parties and all Settlement Class Members agree that in entering this Agreement, it is understood and agreed that they rely wholly upon their own judgment, belief, and knowledge and that each Party and all Settlement Class Members do not rely on inducements, promises, or representations made by anyone other than those embodied herein.

5. EFFECTIVE DATE, MODIFICATION, AND TERMINATION

5.1 The Effective Date of the Settlement shall be the first Business Day after all of the following conditions have occurred but shall not be before July 15, 2026:

- (a) Defendants’ Counsel and Plaintiffs’ Counsel execute this Agreement;
- (b) the Court enters the Preliminary Approval Order substantially in the form attached hereto as Exhibit C, without material change;

(c) notice is provided to the Settlement Class consistent with the Preliminary Approval Order; and

(d) the Court enters the Final Approval Order, provided no jurisdictionally sufficient appeal of the Final Approval Order is timely filed and a Notice of Entry is filed on the NYSCEF system. If an appeal is timely filed, the Effective Date shall be the first Business Day following the latest of the following but shall not be before July 15, 2026: (1) any appeal from the Final Approval Order has been finally dismissed; (2) the Final Approval Order has been affirmed on appeal in a form substantially identical to the form of the Final Approval Order entered by the Court; (3) the time to petition for review with respect to any appellate decision affirming the Final Approval Order has expired and no such petition for review has been filed; and (4) if a petition for review of an appellate decision affirming the Final Approval Order is filed, the petition has been denied or dismissed, or, if granted, has resulted in affirmance of the Final Approval Order in a form substantially identical to the form of the Final Approval Order entered by the Court.

5.2 In the event that (1) the Court does not issue the Preliminary Approval Order or Final Approval Order or (2) if there is a material change to the terms of this Agreement in the Final Approval Order, the Parties shall have 60 days from the date of such event to work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue. If such efforts are unsuccessful, either Party may at its sole discretion terminate this Agreement on 7 days' written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

5.3 Notwithstanding anything else herein, in the event the terms or conditions of this Settlement Agreement are materially modified by any court, any Party in its sole discretion to be exercised within 75 days after such modification may declare this Settlement Agreement null and void. In the event of a material modification by any court, and in the event the Parties do not exercise their unilateral options to withdraw from this Settlement Agreement pursuant to this Section, the Parties shall meet and confer within 14 days of such ruling to attempt to reach an agreement as to how best to effectuate the court-ordered modification. For the avoidance of doubt, a "material modification" shall not include any reduction by the Court of the Class Counsel Fee Award and Costs and/or Service Awards.

5.4 Within 7 days of receipt from the Claims Administrator of the spreadsheet of all timely opt-outs, Defendants shall, in their sole discretion, have the right to terminate this Settlement if the number of timely opt-outs exceeds 335 Class Members.

5.5 Except as otherwise provided herein, in the event the Settlement is terminated, the Parties to this Agreement, including Class Members, shall be deemed to have reverted to their respective status in the Action immediately prior to the execution of this Agreement, and, except as otherwise expressly provided, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered. In addition, the Parties agree that in the event the

Settlement is terminated, any orders entered pursuant to the Agreement shall be deemed null and void and vacated and shall not be used in or cited by any person or entity in support of claims or defenses in the Action or any other future action.

5.6 In the event this Agreement is terminated pursuant to any provision herein, then the Settlement proposed herein shall become null and void and shall have no legal effect, and the Parties will return to their respective positions existing immediately before the execution of this Agreement.

5.7 Notwithstanding any provision of this Agreement, in the event this Agreement is terminated or otherwise does not become Final, Defendants shall have no obligation to pay the Class Counsel Fee Awards and Costs or Service Awards. Under no circumstances will Plaintiffs' Counsel or any Settlement Class Member be liable for any costs or expenses related to notice or administration.

6. NO ADMISSION OF WRONGDOING OR LIABILITY

6.1 This Agreement, whether or not consummated, any communications and negotiations relating to this Agreement or the Settlement, and any proceedings taken pursuant to the Agreement:

(a) shall not be offered or received against the Released Parties as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by the Released Parties with respect to the truth of any fact alleged by any Plaintiffs or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of the Released Parties;

(b) shall not be offered or received against Defendants as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by Defendants;

(c) shall not be offered or received against Defendants as evidence of a presumption, concession or admission with respect to any liability, negligence, fault, breach of duty, or wrongdoing in any other civil, criminal, or administrative or governmental action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, the Parties may refer to it to effectuate the liability protection granted them hereunder;

(d) shall not be construed against Defendants as an admission or concession that the consideration to be given hereunder represents the relief that could be or would have been awarded after trial; and

(e) shall not be construed as or received in evidence as an admission, concession or presumption against the Class Representatives, the Organization, or any Class Member that any of their claims are without merit, or that any defenses asserted by Defendants have any merit.

7. REPRESENTATIONS

7.1 Each of the Parties represents and warrants that (i) it has all requisite power and authority to execute and deliver this Agreement and all ancillary documents contemplated in this Agreement on behalf of itself and all of its parents, subsidiaries, and affiliates; (ii) the execution and delivery of this Agreement by such Party and the consummation of the transactions contemplated herein has been authorized and approved by all necessary action on the part of such Party; (iii) this Agreement has been duly executed and delivered by such Party and constitutes a valid, legal and binding obligation of such Party (effective when this Agreement has been validly authorized, executed and delivered by all of the Parties) enforceable against such Party in accordance with its terms, except (a) to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other laws affecting the enforcement of creditors' rights generally and (b) that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding thereof may be brought; (iv) it neither has assigned nor has transferred any claim, or any interest in any claim, that otherwise would be released pursuant to this Agreement; (v) there is no pending or threatened suit or proceeding affecting that Party, before any court, governmental agency or arbitrator, that might affect the enforceability of this Agreement; (vi) it has been represented by, and consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein; and (vii) the consideration given or provided or to be given or provided in connection with this Agreement is fair consideration, reasonably equivalent in value and satisfactory in all respects to support this Agreement.

8. NOTICE

8.1 All notices to Plaintiffs or Plaintiffs' Counsel provided for in this Agreement shall be sent both by email (to all email addresses set forth below) and by First-Class mail to all of the following:

Jacob Gardener, Esq.
Walden Haran Williams LLP
250 Vesey Street, 27th Floor
New York, New York 10281
jgardener@whwllp.com

Steve Cohen, Esq.
Pollock Cohen LLP
111 Broadway, Suite 1804
New York, New York 10006
Scohen@pollockcohen.com

8.2 All notices to Emblem provided for in this Agreement shall be sent by email and First-Class Mail to the following:

Jeffrey D. Chansler, Esq.

Carlos G. Manalansan, Esq.
EmblemHealth
55 Water Street
New York, New York 10041

with a copy (which shall not constitute notice) to Emblem's Counsel:

Maria T. Galeno, Esq.
Jay D. Dealy, Esq.
Pillsbury Winthrop Shaw Pittman LLP
31 West 52nd Street
New York, New York 10019
maria.galeno@pillsburylaw.com
jay.dealy@pillsburylaw.com

8.3 All notices to the City or the City's Counsel provided for in this Agreement shall be sent by email and First-Class Mail to the following:

Vijeta Jasuja, Esq.
Richard Schulsohn, Esq.
Andrew Gelfand, Esq.
Corporation Counsel of the City of New York
100 Church Street, Room 3-120
New York, New York 10007
vjasuja@law.nyc.gov
rschulso@law.nyc.gov
agelfand@law.nyc.gov

8.4 The notice recipients and addresses designated in this Section may be changed by written notice agreed to by the Parties and posted on the Settlement Page.

9. MISCELLANEOUS PROVISIONS

9.1 **Binding Agreement.** This Agreement is a binding agreement and contains all material agreed-upon terms for the Parties to seek a full and final settlement of the Action between Plaintiffs and Defendants.

9.2 **Cooperation.**

- (a) The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish all requirements and goals of this Agreement on the schedule set by the Court, subject to the terms of this Agreement. If, for any reason, the Parties determine that the schedule set by the Court is no longer feasible, the Parties shall use their best judgment and effort to amend the schedule to accomplish the goals of this Agreement.

- (b) When communicating with Class Members about the Settlement, Plaintiffs' Counsel shall take reasonable steps to explain the benefits of participating in the Settlement Class and shall not solicit any Class Member to opt out of or object to the Settlement or this Agreement. Nothing in this section shall be construed to restrict Class Counsel's ability to communicate with members of the Class in accordance with Class Counsel's ethical obligations owed to the Class.

9.3 Representation by Counsel. Plaintiffs and Defendants represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.

9.4 Best Efforts. The Parties agree that they will make all reasonable efforts needed to reach the Effective Date and fulfill their obligations under this Agreement.

9.5 Contractual Agreement. The Parties understand and agree that all terms of this Agreement, including the Recitals herein and Exhibits hereto, are contractual and are not a mere recital, and each signatory warrants that he, she, or it is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that they or it represents.

9.6 Integration. This Agreement constitutes the entire agreement among the Parties and no representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein.

9.7 Drafting. The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof. This Settlement Agreement is a collaborative effort of the Parties and their attorneys that was negotiated on an arm's-length basis between parties of equal bargaining power. Accordingly, this Agreement shall be neutral, and no ambiguity shall be construed in favor of or against any of the Parties. The Parties expressly waive any otherwise applicable presumption(s) that uncertainties in a contract are interpreted against the party who caused the uncertainty to exist.

9.8 Modification or Amendment. This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the persons who executed this Agreement or their successors-in-interest.

9.9 Waiver. The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

9.10 **Severability.** Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, except as otherwise provided, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder.

9.11 **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties thereto.

9.12 **Survival.** The Parties agree that the terms set forth in this Agreement shall survive the signing of this Agreement.

9.13 **Governing Law.** All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of New York, without reference to its conflict of law provisions.

9.14 **Interpretation.**

- (a) Definitions apply to the singular and plural forms of each term defined.
- (b) Definitions apply to the masculine, feminine, and neuter genders of each term defined.
- (c) Whenever the words “include,” “includes,” or “including” are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words “without limitation.”

9.15 **No Precedential Value.** The Parties agree and acknowledge that this Agreement carries no precedential value.

9.16 **Fair and Reasonable.** The Parties and their counsel believe this Agreement is a fair and reasonable compromise of the disputed claims, in the best interest of the Parties, and have arrived at this Agreement as a result of arm’s-length negotiations with the assistance of an experienced mediator.

9.17 **Retention of Jurisdiction.** The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement.

9.18 **Headings.** Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

9.19 **Exhibits.** The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.

9.20 **Counterparts and Signatures.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts. Digital signatures shall have the same force and effect as the original.

9.21 **Facsimile and Electronic Mail.** Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.

9.22 **No Assignment.** Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title or interest in or to any of the Released Claims.

9.23 **Deadlines.** If any of the dates or deadlines specified herein fall on a weekend or legal holiday, the applicable date or deadline shall fall on the next Business Day. All reference to "days" in this Agreement shall refer to calendar days, unless otherwise specified. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

9.24 **Dollar Amounts.** All dollar amounts are in United States dollars.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized counsel:

Dated: July 30, 2026	PILLSBURY WINTHROP SHAW PITTMAN LLP  _____ Maria T. Galeno <i>On behalf of EmblemHealth, Inc. and Group Health Incorporated</i>
Dated: July 30, 2026	STEVEN BANKS CORPORATION COUNSEL OF THE CITY OF NEW YORK  _____ Rich Schulsohn Chief of Commercial Law <i>On behalf of City of New York and the City of New York Office of Labor Relations</i>

Dated: July 30, 2026	WALDEN HARAN WILLIAMS LLP  Jacob Gardener <i>On behalf of Plaintiffs and Class Members</i>
Dated: July 30, 2026	POLLOCK COHEN LLP <i>/s/ Steve Cohen</i> Steve Cohen <i>On behalf of Plaintiffs and Class Members</i>

EXHIBIT A

SENIOR CARE CO-PAY SETTLEMENT
C/O ATTICUS ADMINISTRATION
PO BOX 64053
SAINT PAUL MN 55164

10512291_Ne

INSERT QR CODE

<<CLAIMANTID>> <<SUFFIX>>

Claimant ID: <<CLAIMANT_ID>> <<SEQ>>

<<FULL NAME>>

<<ADDRESS_1>> <<ADDRESS_2>>

<<CITY>> <<ST>> <<ZIP_CODE>>

CLAIM FORM

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

Bianculli, et al. v. City of New York, et al.

Index No. 160234/2022

PLEASE READ THE ATTACHED NOTICE OF PROPOSED CLASS ACTION SETTLEMENT CAREFULLY BEFORE COMPLETING THIS CLAIM FORM.

If you are a Medicare-eligible retired New York City employee or dependent and were enrolled in the EmblemHealth, Inc. ("Emblem") administered medical GHI Senior Care health insurance plan at any time between January 1, 2022, through January 31, 2023, you are a member of the certified class (the "Class") in this lawsuit. A proposed settlement has been reached, subject to court approval.

You are not being sued. You might be eligible for up to a full or partial reimbursement of the \$15 co-pays you might have incurred while you were enrolled in the Emblem-administered medical GHI Senior Care plan at any time between January 1, 2022 through January 31, 2023.

You have received this Claim Form because you have been identified by Emblem's records as being potentially exposed to one or more co-pays for eligible medical services from January 1, 2022 through January 31, 2023 and may be eligible to receive up to full or partial reimbursement. Receiving this Claim Form does not, by itself, make you eligible for an automatic reimbursement.

To claim reimbursement, assuming court approval of this settlement, you must either (i) complete the enclosed customized Claim Form with supporting documents and mail it by **[NOTICE+60]** to the Claims Administrator at Senior Care Co-Pay Settlement, c/o Atticus Administration, PO Box 64053, St. Paul, MN 55164 or (ii) submit your claim online at the website portal found at this **link: [link]** or the QR code printed on the top left corner of this page. **If you do not submit this Claim Form by [DATE], you will not be eligible to receive any reimbursement.**

For online submission, complete and sign the online customized Claim Form, choose your preferred method of payment, and upload any supporting documents using the link provided above. You will need the unique Claimant ID number (printed on the top left corner of this form) along with your medical GHI member ID number from the front of your insurance card, for authentication.

You cannot submit your Claim Form or any other documents by email.

To be eligible for up to full reimbursement for any or all co-pay(s) listed on your Claim Form, you must sign the affirmation at the bottom of the Claim Form affirming that you actually paid the co-pay(s) and also submit proof of payment.

Documentation submitted with your Claim Form will not be returned. So, please retain copies of any submitted documents for your personal records. Please redact – cross out or otherwise make unreadable – any private information.

If you do not have proof of payment for any or all of the co-pays listed on the Claim Form, you may still be eligible for a partial reimbursement for those undocumented co-pays if you timely submit a completed Claim Form and sign the Affirmation at the bottom stating that you actually paid the co-pay(s) (such claims will be considered “Undocumented Claims.”) Provided the Claims Administrator approves the claim(s) as eligible for partial reimbursement, any partial reimbursement for such Undocumented Claims will be limited to up to 40% of the co-pay amount, up to a maximum of \$100.

If the Claim Form you submit is incomplete, inaccurate, or unsigned; if you do not submit supporting documentation; or if the documents you submit are deemed insufficient, the Claims Administrator will send you a “cure letter” by mail and give you an opportunity to correct or supplement your deficient claim(s).

If you have changed your name, you MUST provide proof of legal name change (such as a court order, marriage certificate, divorce decree or other acceptable document record) to be eligible for any payment under the settlement. If you are submitting a claim on behalf of a Class Member who is deceased or incapacitated, you MUST provide proof of your authority to act on their behalf. For a deceased Class Member, such proof may include a death certificate, letters testamentary, letters of administration, or other court-issued documentation. For an incapacitated Class Member, such proof may include a power of attorney, letter of authority or representation, or other acceptable documentation. Failure to provide the required proof will result in denial of your claim(s).

If your response to the cure letter with respect to a legal name change or legal authority to sign on behalf of the Class Member is (i) untimely, (ii) deemed inadequate, incomplete, inaccurate, or insufficient, or (iii) you choose not to respond at all, your claim(s) will be denied.

If you do not timely respond or choose not to respond at all to the Claims Administrator’s request to correct a deficiency on the submitted Claim Form that is not based upon proof of payment (such as not checking a box that was required or missing a signature), and the Claims Administrator is unable to process one or more of your claims, those claims will be denied.

If your response to the cure letter with respect to proof of payment of a co-pay is (i) untimely, or (ii) deemed inadequate or insufficient, or (iii) you choose not to respond at all, the claim for that co-pay will be converted to an Undocumented Claim, and will be eligible for a partial reimbursement if approved. That means that instead of being eligible to receive up to full reimbursement of that co-pay, you will be eligible for reimbursement of up to 40% of that co-pay. (And remember, a Class Member may be eligible to receive a maximum of up to \$100 for all Undocumented Claims.)

If your claim is deemed valid and is approved, you will be eligible to receive up to full or partial reimbursement. However, no payment will be made until after the Court enters a final approval order.

If you submit an online Claim Form, you will have the option to select your preferred method for payment. You can choose to receive payment by PayPal, Venmo, Zelle, direct deposit, or a physical check by mail. If you choose to submit the Claim Form by mail, you will be sent a physical check by mail.

Please direct any questions about this Claim Form to the Claims Administrator at the information provided below.

YOU MAY COMPLETE THIS FORM EITHER ON PAPER OR ONLINE

CLASS MEMBER CONTACT INFORMATION

If your preprinted name and/or address on page one (1) of this Claim Form has changed or is incorrect, please use the name and address fields below to provide the correct information. Please provide your email address and telephone number so the Claims Administrator can contact you if needed.

First Name	Last Name	
Street Address		
City	State	Zip Code
Telephone Number with Area Code	Email Address	

It is your responsibility to notify the Claims Administrator's office if your contact information changes after you submit this Claim Form to receive any future notices and/or any payment under the settlement. You can notify the Claims Administrator by email at SeniorCareCopolySettlement@AtticusAdmin.com or by telephone at 1-8XX-XXX-XXX. You may also write to the Claims Administrator at Senior Care Co-Pay Settlement, c/o Atticus Administration, PO Box 64053, St. Paul, MN 55164.

Check any of the following that apply and include the REQUIRED documentation with your claim.

- ☐ My name has been legally changed, as reflected above.
- I am attaching the following as proof of legal name change:
- ☒ court order ☒ marriage certificate ☒ divorce decree ☒ other (please specify)
- ☐ I am completing this Claim Form as the legal representative of a deceased Class Member.
- OR-**
- ☐ I am completing this Claim Form as the legal representative of a Class Member who is unable to complete the form themselves.
- ☒ I am attaching the following as proof:
- ☐ death certificate,
 - ☐ letters testamentary or letters of administration
 - ☐ other court-issued document (please specify)
 - ☐ power of attorney
 - ☐ letter of authority or representation
 - ☐ other (please specify)

Legal Representative First Name

Legal Representative Last Name

YOUR CO-PAY INFORMATION

The pre-populated table below provides details of your visits to medical providers from whom you received services for which the provider may have charged you a co-pay under the Emblem-administered medical GHI Senior Care plan. The date(s) of service, the name of the provider, and the amount of your probable co-pay exposure below are based on Emblem's medical provider claims data for the period January 1, 2022 through January 31, 2023. For purposes of the settlement, Emblem's records are deemed accurate and not subject to dispute.

For each date of service, please indicate whether you paid the co-pay listed and whether you are including any documentation as proof of payment. In addition, please describe the type of documentation you are providing. Acceptable documentation includes a receipt, cancelled check, bank statement, credit card statement, or a letter from the provider confirming that you paid the co-pay (please use the attached provider form letter).

DATE	PROVIDER	CO-PAY AMOUNT	CO-PAY PAID CIRCLE ONE		PROOF OF CO-PAY CIRCLE ONE		TYPE OF PROOF
02/18/2022	John A. Doe, MD	\$15.00	YES	NO	YES	NO	Receipt
<<servicedate>>	<<providername>>	<<copay>>	YES	NO	YES	NO	
<<servicedate>>	<<providername>>	<<copay>>	YES	NO	YES	NO	
<<servicedate>>	<<providername>>	<<copay>>	YES	NO	YES	NO	

AFFIRMATION

By signing (including electronically) and dating below, I affirm under penalty of perjury that: I am a Class Member or an authorized representative of a Class Member in this settlement; this is my signature; the information I have provided in this Claim Form is true and correct to the best of my knowledge; I was enrolled in the Emblem-administered medical GHI Senior Care plan at some time between January 1, 2022 and January 31, 2023; and I paid the co-pays for which I am seeking reimbursement.

Signature

Printed Name

_____/_____/_____
Date (mm/dd/yyyy)

EXHIBIT B

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF NEW YORK

MARGARETANN BIANCULLI, JANET KOBREN,
MERRI LASKY, PHYLLIS LIPMAN, BARRY
SKOLNICK, on behalf of themselves and all others similarly
situated, and the NYC ORGANIZATION OF PUBLIC
SERVICE RETIREES, INC.,

Plaintiffs,

v.

THE CITY OF NEW YORK OFFICE OF LABOR
RELATIONS, the CITY OF NEW YORK,
EMBLEMHEALTH, INC., and GROUP HEALTH
INCORPORATED (GHI),

Defendants.

Index No.: 160234/2022

Hon. Lyle E. Frank

NOTICE OF CLASS ACTION LAWSUIT AND PROPOSED SETTLEMENT

To: All Medicare-eligible retired New York City employees and their Medicare-eligible dependents who were enrolled in the EmblemHealth, Inc. (“Emblem”) administered medical GHI Senior Care Plan at any time during the period of January 1, 2022 through January 31, 2023.

You are receiving this Notice because you are a member of the certified class (the “Class”) in this lawsuit, which concerns \$15 co-pays under the medical GHI Senior Care Plan. A proposed settlement has been reached and is subject to Court approval.

This Notice is being sent to all members of the Class (“Class Members”). If you did not receive a Claim Form attached to this Notice, it is because you are not eligible to claim any reimbursement for the co-pays at issue in this lawsuit (see below); however, you remain a member of the Settlement Class and will be bound by the terms of the Settlement Agreement unless you choose to opt out.

A customized Claim Form is attached to this Notice for those Class Members identified by Emblem’s records as being potentially exposed to one or more co-pays for eligible medical services during the period January 1, 2022 through January 31, 2023. Those Class Members may be eligible to receive up to a full or partial reimbursement for those co-pays.

To claim reimbursement, assuming Court approval of this Settlement, you must complete and return the enclosed Claim Form by mail or submit a Claim Form

**FOR MORE INFORMATION OR QUESTIONS ABOUT THIS SETTLEMENT VISIT
WWW.SENIORCARECOPAYSETTLEMENT.COM OR CALL TOLL-FREE 1-8XX-XXX-XXXX.**

online by [DATE]. If you do not file a Claim Form by [DATE], you will not be eligible to receive any reimbursement.

PLEASE READ THIS NOTICE CAREFULLY FOR IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND DEADLINES.

This is a court-authorized Notice to provide you with information about the class action litigation (the “Litigation” or “Lawsuit”) and the proposed settlement. This Notice explains your rights and options, how to exercise your rights, and the deadlines by which you must act. **This is not a solicitation from a lawyer and you are not being sued.**

YOUR LEGAL RIGHTS AND OPTIONS AS A CLASS MEMBER	
IF YOU DO NOT RECEIVE A CLAIM FORM	Even if you do <u>not</u> receive a Claim Form, you remain a Class Member, and you will be bound by the Court’s final decision and release the claims against Defendants relating to this Litigation. As a Class Member, if you disagree with or object to the Settlement, you may submit an objection to the Court (see below). You also have the right to opt out of (i.e., exclude yourself from) the Class (see below).
IF YOU RECEIVE A CLAIM FORM IT MUST BE FILED BY NOTICE+60	If you receive a Claim Form with this Notice and want to be eligible to receive a full or partial reimbursement of the co-pays you paid, you must submit the Claim Form in accordance with the instructions and deadlines provided in this notice. Simply receiving or returning a Claim Form does not make you eligible for an automatic payment. You must complete and send the enclosed Claim Form by mail (to the Claims Administrator at the address provided below) or submit it online using the link or QR code provided in the Claim Form. If you fail to timely submit a completed Claim Form, your claim will be deemed denied. Please note that the deadline for submitting a claim form – either by mail or online – is [DATE]. See Question 5 for more information on filing a Claim Form.
REQUESTING TO OPT OUT OF (EXCLUDE YOURSELF FROM) THE SETTLEMENT: BY NOTICE + 45	Whether or not you receive a Claim Form, you have the right to exclude yourself (“opt out”) from the Settlement Class. If you opt out, you will not be bound by the Settlement and will not be eligible to receive any payment from this Settlement. You will retain the right to file your own lawsuit regarding the claims being resolved by this Settlement. To opt out, you must follow the instructions provided in this Notice and submit a written request by [DATE]. Your opt-out request must be timely and it must comply with the procedures described in this Notice to be valid. See Question 8 for more information.

**FOR MORE INFORMATION OR QUESTIONS ABOUT THIS SETTLEMENT VISIT
WWW.SENIORCARECOPAYSETTLEMENT.COM OR CALL TOLL-FREE 1-8XX-XXX-XXXX.**

SUBMITTING AN OBJECTION BY CLAIMS + 30	Whether or not you receive a Claim Form, you may inform the Court if you disagree with or object to the Settlement. To do so, you must submit a written objection by mail to the Court and to counsel for all Parties. You must remain a member of the Settlement Class to submit an objection; that is, you cannot object to the Settlement if you opt out of the Class. You may also request to speak at the Court's final hearing about your objection. The deadline to submit an objection is [DATE]. See Question 9 for more information.
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GENERAL INFORMATION

1. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representatives" or "Plaintiffs" file a lawsuit on behalf of themselves and other people who have similar claims, called the "Class" or "Class Members." The entity or entities they sue are called the "Defendants." One court resolves the issues in the lawsuit for every Class Member who does not request to be excluded.

In this Lawsuit, the Plaintiffs are retired New York City municipal workers Margaretann Bianculli, Janet Kobren, Merri Lasky, Phyllis Lipman, and Barry Skolnick (the "Retiree Plaintiffs"), and the NYC Organization of Public Service Retirees, Inc. (the "Organization"). The Defendants are the City of New York, the City of New York Office of Labor Relations (the "City"), EmblemHealth, Inc. ("Emblem"), and Group Health Incorporated ("GHI"). Plaintiffs and Defendants together are referred to as the "Parties."

The Class in this case includes approximately 246,000 Class Members.

2. What is this Lawsuit about?

In November 2022, the Plaintiffs filed a class action lawsuit against the Defendants. The Plaintiffs sued the Defendants on behalf of themselves and on behalf of all other Medicare-eligible retired City workers and dependents who were enrolled in the medical GHI Senior Care health insurance plan at any time during the period January 1, 2022, through January 31, 2023 ("Retirees"). One of the main allegations of the complaint filed in the lawsuit was that on January 1, 2022, the Defendants improperly implemented \$15 co-pays in the Emblem-administered portion of the Senior Care Plan. The Plaintiffs argued, among other things, that the co-pays violated the contract between the City and Emblem, because the Certificate of Insurance ("COI"), which is part of the Contract, was silent as to co-pays, and stated that Medicare would pay the first 80% of any reasonable charge for a covered service, while Emblem would be responsible for the remaining 20%. The Plaintiffs also asserted other claims in the complaint such as collateral estoppel, relief under Article 7803(3) of the New York Civil Practice Law and Rules, and various statutory and common law claims. The Defendants denied all the claims alleged in the complaint.

The Plaintiffs obtained a preliminary injunction from the Court on January 11, 2023, prohibiting the further imposition of co-pays. At the time the injunction was issued, co-pays had been imposed in Senior Care for over a year. The preliminary injunction was vacated (ended) effective January 1, 2025, after Emblem filed a revised COI to expressly provide for \$15 co-pays. The \$15 co-pays were reinstated starting January 1, 2025, and remain in effect as implemented. However, pursuant to the settlement, the

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WWW.SENIORCARECOPAYSETTLEMENT.COM OR CALL TOLL-FREE 1-8XX-XXX-XXXX.**

co-pays currently in effect for Senior Care will not be increased beyond the current \$15 prior to December 31, 2027.

A motion for “class certification” – allowing the Plaintiffs’ lawsuit to proceed on behalf of the Class – was granted by the Court on October 20, 2023. Plaintiffs Margaretann Bianculli, Janet Kobren, Merri Lasky, Phyllis Lipman, and Barry Skolnick were appointed Class representatives; and Walden Haran Williams LLP and Pollock Cohen LLP were appointed Class counsel.

Emblem co-administers the Senior Care Plan with Anthem/Empire Blue Cross Blue Shield (“Anthem”). Emblem administers the medical component (e.g., primary physician care), while Empire administers the hospital component. *This Litigation does not involve the co-pays for the hospital component administered by Anthem.* This litigation only involves the \$15 co-pays implemented on January 1, 2022 in the Emblem-administered medical portion of the Senior Care Plan.

Emblem has determined that while the co-pays were in effect, most, but not all, Senior Care members received medical services that would have been subject to a co-pay, representing a maximum of approximately \$53 million in total potential co-pays.

3. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or the Defendants should win this case and what, if any, relief should be awarded. Instead, the Parties have agreed to the Settlement to avoid the risk, uncertainty, and delay of continued litigation. The Plaintiffs and their attorneys (“Class Counsel”) believe that the Settlement is fair and in the best interest of you and other members of the Class.

SETTLEMENT PAYMENTS AND FILING A CLAIM FORM

4. What is the Settlement Amount and how will it be distributed?

Under the terms of the proposed Settlement, Defendants’ liability is limited to an amount that shall not exceed \$53,000,000 (the “Settlement Amount”). The Settlement Amount of \$53 million represents the approximate amount of total co-pays for eligible services that Class Members *could* have incurred during the period January 1, 2022 through January 31, 2023, based on Emblem’s medical provider claims data; it does not necessarily represent the amount of co-pays actually paid by Class Members.

A hearing on the final approval of the Settlement is scheduled for **[DATE AND TIME]**. Subject to Court approval, the Settlement Amount will be used first to make payments in the following order: (i) \$9,900,000 will be paid to Class Counsel as their Fees and up to \$100,000.00 will be paid to Class Counsel for Costs incurred litigating the case and representing the best interests of the Settlement Class; and then (ii) up to \$5,000 in Service Awards to each of the five individually named Plaintiffs for their services in bringing the Lawsuit and serving as Class Representatives (for a total of up to \$25,000 in Service Awards).

After first paying out Class Counsel Fees and Costs and the five Service Awards, the remainder of the Settlement Amount will constitute the “Net Settlement Amount” and will be used to pay up to full or partial reimbursements to Settlement Class Members who have timely submitted Claim Forms that are approved by the Claims Administrator as valid claims (“Approved Claims”).

If, after deductions for Class Counsel Fees, Costs, and Service Awards, the Net Settlement Amount is sufficient to reimburse all Approved Claims, then any Class Member whose claim is determined to be valid by the Claims Administrator will be eligible to receive up to full reimbursement of all co-pays for which proof of payment is submitted in accordance with the guidelines agreed to by the Parties and

**FOR MORE INFORMATION OR QUESTIONS ABOUT THIS SETTLEMENT VISIT
WWW.SENIORCARECOPAYSETTLEMENT.COM OR CALL TOLL-FREE 1-8XX-XXX-XXXX.**

explained in the answer to Question 5 below. If you submit a valid claim for a co-pay but do not submit proof of payment for that co-pay, you may still be eligible for a partial reimbursement of such an “undocumented” co-pay, if you simply affirm that you actually paid the co-pay. Any partial reimbursement for undocumented co-pays will be limited to up to 40% of the co-pay amounts incurred, up to a maximum of \$100 per Class Member.

However, if the amount of Approved Claims is larger than the Net Settlement Amount and is not sufficient to fully reimburse all of the Approved Claims, payments will be reduced and distributed on a pro rata basis. The total payments under the Settlement Agreement (including Class Counsel fees and costs, Service Awards, and full or partial reimbursement for Approved Claims) shall not exceed the Settlement Amount of \$53 million.

Any Net Settlement Amount remaining after payment of Approved Claims will be returned to the Defendants.

For complete information about the Settlement or to view the Settlement Agreement and related Court documents, you can visit the Settlement Website at www.SeniorCareCopolySettlement.com or contact the Claims Administrator at the contact information provided below.

5. I received a Claim Form. What do I need to do to be eligible for payment?

Eligible Class Members identified by Emblem as being potentially exposed to at least one co-pay from January 1, 2022 through January 31, 2023 will receive a customized Claim Form with this Notice. Emblem’s claims data shall be conclusive as to the identity of Class Members and the amount of co-pay exposure.

Customized Claim Form

Each eligible Class Member will receive a customized Claim Form already pre-populated with the Class Member’s name and address. The Claim Form will provide the Class Member an opportunity to correct this information, if necessary. It will also include a pre-populated table, based on Emblem’s medical provider claims data during the Class Period (January 1, 2022 through January 31, 2023), providing details of the Class Member’s visits to medical providers from whom they received services for which the provider may have charged them a co-pay under the Emblem-administered Senior Care plan including the date of service and name of the provider, and the amount of the co-pay exposure associated with each co-pay during that period. Finally, it will include an affirmation that must be signed (the “Signed Affirmation”).

Completing the Claim Form

On the Claim Form, you must provide your correct and/or changed name and address if the pre-populated information on the Claim Form is incorrect.

Second, if necessary, you should indicate whether you are submitting proof of legal name change or evidence of authority to act on behalf of the Class Member (if, for example, the Class Member is deceased) and, if so, specify the type of proof being submitted.

Third, you should provide your contact information, such as an email address and/or telephone number.

Fourth, for each co-pay listed on the pre-populated form, you should confirm whether you did in fact pay the co-pay.

**FOR MORE INFORMATION OR QUESTIONS ABOUT THIS SETTLEMENT VISIT
WWW.SENIORCARECOPAYSETTLEMENT.COM OR CALL TOLL-FREE 1-8XX-XXX-XXXX.**

Fifth, for each co-pay listed, you should indicate whether you are submitting proof that you paid the co-pay and, if so, specify the type of proof being submitted.

Finally, you must sign the affirmation at the bottom of the Claim Form. Signing is required to receive reimbursement.

The completed, signed Claim Form and any supporting documents must be submitted by **[DATE NOTICE + 60]**.

Documents to Submit with the Claim Form

Proof of legal name change or legal authority to act on behalf of a Class Member (if applicable) – Such proof is REQUIRED in order to be eligible for any payment under the Settlement if you changed your name or are submitting a claim for someone else. Failure to provide proof results in denial of the claim(s).

If you have changed your name, you MUST provide proof of legal name change (such as a court order, marriage certificate, divorce decree, or other acceptable document record) to be eligible for any payment under the Settlement.

If you are submitting a claim on behalf of a Class Member who is deceased or incapacitated, you MUST provide proof of your authority to act on their behalf. For a deceased Class Member, such proof may include a death certificate, letters testamentary, letters of administration, or other court-issued documentation. For an incapacitated Class Member, such proof may include a power of attorney, letter of authority or representation, or other acceptable documentation. Failure to provide the required proof will result in denial of your claim(s).

Proof of Payment Documents – Required To Be Eligible For Up To Full Reimbursement

To be eligible for up to full reimbursement for any or all of the \$15 co-pay(s) listed on your Claim Form, you must submit proof of payment of each co-pay. Acceptable proof includes a receipt, cancelled check, bank statement, credit card statement, or a written letter from the provider confirming that you paid the co-pay (use the provider form letter attached to your Claim Form). Any proof of payment you submit must be substantially consistent with Emblem's data provided on the Claim Form.

Please do not send original documents. Please redact – blacken out or otherwise make un-readable – any sensitive information from the documents. The documents you submit will not be returned to you.

If You Do Not Have Documentation that You Paid a Co-Pay

If you do not have proof of payment for any or all of the co-pay(s) listed on the Claim Form, you can still be eligible for a partial reimbursement. You must submit the completed Claim Form and sign the section affirming that you actually paid the co-pay(s). All Claim Forms will be reviewed by the Claims Administrator, and if the Claims Administrator approves the claim as eligible for a partial reimbursement, any reimbursement for co-pays for which you do not have proof of payment will be limited up to 40% of the co-pay amount, up to a maximum of \$100.

**FOR MORE INFORMATION OR QUESTIONS ABOUT THIS SETTLEMENT VISIT
WWW.SENIORCARECOPAYSETTLEMENT.COM OR CALL TOLL-FREE 1-8XX-XXX-XXXX.**

Claim Form Submission – Online or By Mail ONLY (There is no email submission)

You may choose to submit a claim either online through the settlement website portal or by mail. You cannot submit your claim using both methods and you cannot send in a claim via email.

Your Claim Form and the documents you submit contain Protected Health Information (“PHI”) under the Health Insurance Portability and Accountability Act (“HIPAA”). Therefore, submission of your Claim Form or documents by email is not permitted.

Online Submission

To submit your Claim Form online, use the link or QR code on the Claim Form to enter the settlement website portal specially created by the Claims Administrator. Then, follow the directions for authentication, complete and sign the online customized Claim Form, choose your preferred method of payment, and upload any supporting documents. The deadline for submitting all information and documents is **[DATE NOTICE + 60]**. The authentication procedure requires you to use the unique Claimant ID number provided on the Claim Form, along with your member ID number from the front of your medical GHI Senior Care insurance card.

If you choose to submit online, you will have access to a custom dashboard, which will include a table that will allow you to manage and monitor the status of your claims. The custom dashboard will include a link to your customized pre-populated Claim Form that will be fillable online and will allow for a digital signature. You will be able to start a claim and finish it at a later time without losing any information. If you choose to submit online, you will be able to edit any information and add any additional documents. You may make any changes or additions until the Claims Deadline (**[DATE NOTICE + 60]**), after which the online claim links will be **deactivated**. You will still have access to your dashboard where you will be able to see near-real-time status of your claim.

Submission By Mail

For mail submission, send the completed and signed Claim Form and any supporting documents so that it is postmarked by **[DATE/NOTICE + 60]** to:

Claims Administrator
at Senior Care Co-Pay Settlement
c/o Atticus Administration, PO Box 64053,
St. Paul, MN 55164

If you need to change your submission or add documents to your already submitted Claim Form, you must do so *before the Claims Deadline* (**[DATE/NOTICE + 60]**). Simply contact the Claims Administrator for assistance. Similarly, for information on the status of your claim, you will need to contact the Claims Administrator.

Claim Submission Must be Timely

To be eligible for any payment from the Settlement, the signed and completed Claim Form and all documents must be submitted online, or by mail and postmarked, by **[NOTICE + 60]**. (This includes documentation showing proof of payment, and, if applicable, documents proving legal name change or

FOR MORE INFORMATION OR QUESTIONS ABOUT THIS SETTLEMENT VISIT
WWW.SENIORCARECOPAYSETTLEMENT.COM OR CALL TOLL-FREE **1-8XX-XXX-XXXX**.

legal authority to submit a claim on behalf of a Class Member.) Late submissions will not be accepted, and failure to submit the Claim Form by **NOTICE + 60** will result in the claim being denied.

Claim Form and Documentation Review

The Claims Administrator will review all Claim Form submissions for timeliness, accuracy, completeness, and whether the documents submitted are sufficient.

- If your Claim Form was not submitted by the Claims Deadline, it will be denied.
- If the Claims Administrator determines that the Claim Form you submitted was incomplete, inaccurate, unsigned, or the documents you submitted were inadequate or insufficient, you will be sent a “cure letter” by the Claims Administrator. The cure letter will explain what can be done to fix the problem. Different or additional documents might be needed as proof of payment, or you might need to provide different evidence of a legal name change or legal authority. The cure letter is intended to give you an opportunity to correct and/or clarify the submitted Claim Form, and/or submit additional documents.

The Claims Administrator’s “cure letter” with respect to legal name change or legal authority

If you do not timely respond to the Claims Administrator’s request to either sign, correct, and/or clarify the submitted Claim Form and/or provide missing information or additional documents with respect to a legal name change or legal authority to sign on behalf of the Class Member, your claim will be denied. Please follow the directions in the cure letter and meet the deadline.

If your “cure response” with respect to a legal name change or showing legal authority to sign on behalf of the Class Member is deemed inadequate, incomplete, inaccurate, or insufficient by the Claims Administrator, your claim will be denied.

The Claims Administrator’s “cure letter” with respect to payment of co-pay(s)

If you do not timely respond to the Claims Administrator’s request to correct a deficiency on the submitted Claim Form that is not based upon proof of payment (such as not checking a box that was required or missing a signature), and the Claims Administrator is unable to process one or more of your claims, those claims will be denied.

If the cure letter requests different or additional proof of payment of a co-pay, and you do not respond, or the additional documents submitted are not deemed adequate or sufficient by the Claims Administrator, that particular claim will be deemed an Undocumented Claim. That means that instead of being eligible to receive up to a full reimbursement of that co-pay, you will be eligible for reimbursement of up to 40% of that co-pay. (And remember, a Class Member may be eligible to receive a maximum of up to \$100 for all Undocumented Claims.)

Remember to sign the affirmation on the Claim Form. A signature is required for any and all reimbursements.

6. In what form will my payment be issued?

For online submissions **ONLY**, you will have the option to select your preferred payment method on the online Claim Form. You can choose to receive payment by PayPal, Venmo, Zelle, direct deposit, or a physical check by mail.

For mail submissions, you will be sent a physical check by mail.

**FOR MORE INFORMATION OR QUESTIONS ABOUT THIS SETTLEMENT VISIT
WWW.SENIORCARECOPAYSETTLEMENT.COM OR CALL TOLL-FREE 1-8XX-XXX-XXXX.**

7. When will I get paid?

Payments will only be disbursed after the Court grants final approval of the Settlement. If there are any appeals, those appeals must be resolved before payments can be issued, which can take time. Please be patient.

The Court has scheduled a Final Approval Hearing for [HEARING DATE]. Please visit the Settlement Website at www.SeniorCareCoplaySettlement.com to find out whether the Court has entered final Settlement approval and when payments will be made.

8. How do I opt out or request exclusion from the Settlement?

If you do not wish to be included in this Settlement (which means you will not be eligible to receive any reimbursement you may be entitled to under it), you can request to opt out. A request to opt out (referred to here as a "Request for Exclusion") can only be submitted via U.S. Mail. You must send via U.S. Mail a signed, written notice of your intent to exclude yourself – or "opt out" – from the Settlement Class to the Claims Administrator at the address below; and it must be postmarked no later than [NOTICE+45].

Senior Care Co-Pay Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

You can only request exclusion for yourself, and not for anyone else. Your written Request for Exclusion must clearly state your intent to be excluded from the Settlement Class and it must identify the case name and include your name, address, and telephone number. If you are represented by an attorney (for the purpose of opting out), identify the attorney. The Request for Exclusion letter must be physically signed by the person(s) seeking exclusion; and must also contain a statement to the effect that "I hereby request to be excluded from the proposed Settlement Class in '*Bianculli, et al v. City of New York Office of Labor Relations, et al.*'" If you do not submit a timely (postmarked no later than [NOTICE+45]) and valid Request for Exclusion, you will remain a member of the Settlement Class. As a Member of the Settlement Class, you are entitled to all eligible Settlement benefits and will be bound by all terms and conditions of the Settlement, including provisions regarding Released Claims and Release in §1.42 and §4 of the Settlement Agreement. Your Request for Exclusion will be deemed void and of no force or effect if you also file a valid and timely Claim Form.

If you submit a valid Request for Exclusion from the Settlement Class, you will not be bound by the terms of the Settlement and cannot object to the Settlement. But you will retain the right to file your own lawsuit regarding the claims being resolved by this Settlement.

9. How do I object to the Settlement?

If you disagree with or object to the Settlement – or any part of it – you can submit an objection for the Court to review. (Submitting an objection is different from opting out. Opting out means you are not part of the Settlement Class, cannot object to any part of it during the Court's evaluation of the Settlement, but can bring your own lawsuit. Objecting means you disagree with some part of the Settlement and want the Court to consider your complaint before approving or disapproving the Settlement.) Submitting an objection gives you the chance to tell the Court why you think the Settlement as a whole or certain portions of it should not be approved in whole or in part. Objecting to the Settlement does not exclude you from the Settlement Class. You may submit a Claim Form (if one is attached to this Notice), be eligible for a reimbursement, *and still* file an objection. You may also request to speak at the Court's final hearing about your objection.

FOR MORE INFORMATION OR QUESTIONS ABOUT THIS SETTLEMENT VISIT
WWW.SENIORCARECOPAYSETTLEMENT.COM OR CALL TOLL-FREE 1-8XX-XXX-XXXX.

If you want to object to the Settlement or any parts of it or to appear at the Final Approval Hearing and tell the Court why the Settlement should not be approved and why a final judgment should not be entered, please follow the instructions set forth in this section.

Filing an objection requires you to enter an appearance in the Litigation, at your own expense. You may do so individually or through counsel of your own choice. Along with any objection you may wish to file, you may also submit any briefs, papers, statements, or other materials you want the Court to consider by [CLAIMS+30].

All written objections must be filed with the Court and sent to both Defendants' Counsel and Class Counsel pursuant to the contact information provided below. You may file the objection and documents either by mailing them to the Court at the address below, by filing them in person at the Courthouse, or by filing them electronically on the New York State Court Electronic Filing (NYSCEF) website.

COURT	CLASS COUNSEL	DEFENDANTS' COUNSEL
Hon. Lyle E. Frank Part 11, General IAS 60 Centre Street Room 412 New York, NY 10007	Jacob Gardener, Esq. Walden Haran Williams LLP 250 Vesey Street, 27 th Floor New York, New York 10281 jgardener@whwllp.com	Jeffrey D. Chansler, Esq. Carlos G. Manalansan, Esq. EmblemHealth 55 Water Street New York, New York 10041
	Steve Cohen, Esq. Pollock Cohen LLP 111 Broadway, Suite 1804 New York, New York 10006 Scohen@pollockcohen.com	Maria T. Galeno, Esq. Jay D. Dealy, Esq. Pillsbury Winthrop Shaw Pittman LLP 31 West 52nd Street New York, New York 10019 maria.galeno@pillsburylaw.com jay.dealy@pillsburylaw.com
		Vijeta Jasuja, Esq. Richard Schulsohn, Esq. Andrew Gelfand, Esq. Corporation Counsel of the City of New York 100 Church Street, Room 3-120 New York, New York 10007 vjasuja@law.nyc.gov rschulso@law.nyc.gov agelfand@law.nyc.gov ECF@law.nyc.gov

Your objection must clearly: (a) state your full name, current mailing address, and telephone number; (b) state that you are a member of the Settlement Class; (c) identify the specific factual and legal grounds for the objection; (d) identify all counsel representing you, if any; (e) include a list, including case name, court, and docket number, of all other cases in which you as well as your counsel have filed an objection to any proposed class action settlement in the past five (5) years; and (f) state whether you or your counsel intend to appear at the Final Approval Hearing.

FOR MORE INFORMATION OR QUESTIONS ABOUT THIS SETTLEMENT VISIT
WWW.SENIORCARECOPAYSETTLEMENT.COM OR CALL TOLL-FREE 1-8XX-XXX-XXXX.

You will not be excluded from the Settlement Class by filing an objection. If you have submitted a Request for Exclusion from the Settlement, you cannot file an objection.

If you fail to submit an objection in the manner and by the date set forth above, you will be deemed to have waived any objections to the Settlement and you shall be forever barred from raising such objections.

10. Do I have a lawyer in the case?

Yes. Unless you request exclusion from the Settlement Class, the Class Representatives and the Settlement Class are represented by the attorneys and firms shown below (they are the “Class Counsel”). These individuals are experienced class action attorneys and the Court decided that they are qualified to represent the Settlement Class.

POLLOCK COHEN LLP	WALDEN HARAN WILLIAMS LLP
Steve Cohen, Esq. 111 Broadway, Suite 1804 New York, New York 10006 Scohen@pollockcohen.com	Jacob Gardener, Esq. 250 Vesey Street, 27 th Floor New York, New York 10281 jgardener@whwillp.com

11. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on [HEARING DATE, at TIME], at the Supreme Court of the State of New York, County of New York, located at 60 Centre Street, Room 412, New York, New York 10007. At this hearing, the Court will consider whether to grant final approval of the Settlement. If there are objections, the Court will consider them and will listen to people who have asked in advance to speak at the hearing. The Court will decide whether to grant approval of the agreed-upon Class Counsel Fees and Costs, Service Awards, and the Plan of Allocation setting forth the order in which payments will be made. If the Court grants final approval of the Settlement, the lawsuit and all claims therein will be settled and will end; it will be dismissed with prejudice against the Defendants. Unless you specifically exclude yourself from the settlement as described above, you will fully release your claims against Defendants. The claims you are releasing as a member of this settlement are fully set forth in the Released Claims and Release in §1.42 and §4 of the Settlement Agreement.

It is uncertain how long the Court will take to decide whether to grant final approval of the Settlement.

12. Do I have to come to the hearing?

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

13. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in *Bianculli, et al. v. City of New York, et al.*, Index No. 160234/2022.” Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be received no later than [CLAIMS+30], and must be sent to the Court, Class Counsel, and Defendants’ Counsel, at the addresses provided in Question 9.

**FOR MORE INFORMATION OR QUESTIONS ABOUT THIS SETTLEMENT VISIT
WWW.SENIORCARECOPAYSETTLEMENT.COM OR CALL TOLL-FREE 1-8XX-XXX-XXXX.**

14. How do I get more information?

This Notice is only a summary; it does not fully describe the claims and defenses of the parties, or the full terms of the proposed Settlement. For more information, please visit the Settlement Website at www.SeniorCareCopolySettlement.com. The website includes answers to frequently asked questions about the Settlement and copies of legal documents filed in this Lawsuit, including the Settlement Agreement and the Court's Preliminary Approval Order. If you are not able to find any specific documents or any answers that you seek on the website, you can also contact the Claims Administrator by telephone at 1-8XX-XXX-XXXX or by email at SeniorCareCopolySettlement@AtticusAdmin.com. You may also write to the Claims Administrator at:

Senior Care Co-Pay Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

If this Notice was forwarded to you by the postal service or was sent to an address that is not current, or your address changes, please notify the Claims Administrator immediately to ensure that future Settlement communications properly reach you.

**FOR MORE INFORMATION OR QUESTIONS ABOUT THIS SETTLEMENT VISIT
WWW.SENIORCARECOPAYSETTLEMENT.COM OR CALL TOLL-FREE 1-8XX-XXX-XXXX.**

EXHIBIT C

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

MARGARETANN BIANCULLI, JANET
KOBREN, MERRI LASKY, PHYLLIS LIPMAN,
BARRY SKOLNICK, on behalf of themselves and
all others similarly situated, and the NYC
ORGANIZATION OF PUBLIC SERVICE
RETIREES, INC.,

Plaintiffs,

v.

THE CITY OF NEW YORK OFFICE OF LABOR
RELATIONS, the CITY OF NEW YORK,
EMBLEMHEALTH, INC., and GROUP
HEALTH INCORPORATED (GHI),

Defendants.

Index No.: 160234/2022

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

An application has been made pursuant to CPLR 908 for an order preliminarily approving the settlement of this action as between Plaintiffs Margaretann Bianculli, Janet Kobren, Merri Lasky, Phyllis Lipman, and Barry Skolnick (collectively, “Class Representatives”) for themselves individually and on behalf of the Class, and the NYC Organization of Public Service Retirees, Inc. (the “Organization,” and together with the Class Representatives, “Plaintiffs”), and Defendants the City of New York, the City of New York Office of Labor Relations (the “City”), EmblemHealth, Inc. and Group Health Incorporated (together “Emblem,” and collectively with the City, “Defendants”) (collectively with Plaintiffs, the “Parties”), (the “Action”). The Court has considered the terms and conditions set forth in the Settlement Agreement and Release (“Settlement Agreement”), annexed as Exhibit “A” to the Affirmation of Steve Cohen in support of this application.

The Court has read and considered the Settlement Agreement and its Exhibits, as well as all papers filed in connection with the application for its preliminary approval. Based thereon,

and good cause appearing therefor,

IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. This Preliminary Approval Order incorporates by reference the definitions in the Settlement Agreement, and all terms used herein shall have the same meanings as set forth in the Settlement Agreement.
2. Nothing contained in this Order is intended to, nor shall be construed to, modify any of the terms of the Settlement Agreement.
3. The Court finds that the Settlement Agreement is the result of extensive, arm's length, informed, and non-collusive negotiations between experienced and knowledgeable counsel.
4. The Court finds that the settlement memorialized in the Settlement Agreement and filed with the Court falls within the range of reasonableness and, therefore, meets the requirements for preliminary approval such that notice to the Class is appropriate.
5. The Court grants preliminary approval of the Parties' Settlement Agreement, including all attached exhibits, subject to further consideration at the Final Approval Hearing described below and directs the Parties to carry out the settlement according to its terms.
6. The Court approves, in form and content, the Notice of Class Action attached to the Settlement Agreement as Exhibit B, and finds that it fully complies with due process and CPLR §§ 904 and 908 and directs distribution to the Class in accordance with the

terms of the Settlement Agreement.

7. The Court determines that the Class Notice and Notice Plan as described in the Settlement Agreement are fair, adequate, and sufficient, constituting the best practicable notice under the circumstances, where Class Members' identities may be readily ascertained from Defendants' records, satisfying the requirements of due process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this Action.
8. The Parties, by written agreement, may make any amendments to or modifications of the Notice and Claim Form without notice to or approval by the Court provided such changes are not material.
9. The Court appoints Atticus Administration, LLC as the Claims Administrator to perform all duties set forth in the Settlement Agreement and the Notice. As Claims Administrator, Atticus shall oversee the claims administration process, including distributing Notices in accordance with the Settlement Agreement and administering settlement payments in accordance with the plan of allocation and the order of payments set forth therein, subject to the provisions and limitations of the Settlement Agreement and the satisfaction of all conditions therein.
10. Defendants shall bear the costs of notice and administration as set forth in the Settlement Agreement.

11. The Court directs Atticus to proceed with providing Notice to all Class Members within 21 days of the entry of this Order in the manner set forth in the Settlement Agreement. The Court also approves, in form and content, the Claim Form and the attached Medical Provider Letter, attached as Exhibits A and D to the Settlement Agreement, and directs Atticus to include a customized Claim Form with the Notice in accordance with the terms of the Settlement Agreement for eligible Class Members identified by Emblem's medical provider claims data as being potentially exposed to at least one co-pay during the period January 1, 2022 through January 31, 2023.
12. Eligible Class Members must complete and timely submit a valid Claim Form in accordance with the instructions provided no later than 60 days after the Notice Date.
13. Any Class member may request to be excluded from the Class ("Request for Exclusion" or "Opt-Out Request"). Such request shall contain all the information provided in the Notice and the Settlement Agreement and must be mailed to the Claims Administrator at the address set forth in the Notice and postmarked no later than 45 days after the Notice Date. Any Request for Exclusion must be in writing and identify the case name and if represented by an attorney (for the purpose of opting out), identify the attorney, include the name, address, and telephone number of the person requesting exclusion, be personally signed, and contain a clear statement communicating that such person elects to be excluded from the Settlement Class. A Request for Exclusion may only be made on an individual basis, and no person may request to be excluded from the Class through "mass" or "class" opt-outs.
14. Any Class Member who elects to request exclusion from the Class shall not: (i) be

bound by any orders or Judgment entered in the Action, (ii) be bound by the terms of the Settlement nor be entitled to relief under the Settlement Agreement, (iii) gain any rights by virtue of the Settlement Agreement, or (iv) be entitled to object to any aspect of the Settlement Agreement.

15. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Settlement Class Member and bound by all terms and conditions of the Settlement, including the Released Claims and Release in §1.42 and §4 of the Settlement Agreement regardless of whether they receive the Notice, have executed and delivered a Claim Form or objected to the Settlement, or otherwise actively participated in the Settlement. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated other litigation or other proceedings against Defendants or the Released Parties relating to the claims released under the terms of the Settlement Agreement including provisions regarding Released Claims and Release in §1.42 and §4 of the Settlement Agreement.

16. Any Settlement Class Member who has not requested exclusion from the Settlement Class may object to any aspect of the Settlement, the Settlement Benefits or the previously agreed upon amount(s) of the Class Counsel Fee Award, Costs and/or Service Awards pursuant to the terms and conditions set forth in the Settlement Agreement, and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Class and why a final judgment should not be entered thereon and state whether the Settlement Class Member intends to speak at the Fairness Hearing. To be valid, the objection must be in writing and submitted to

Defendants' Counsel and Plaintiffs' Counsel and to the Court pursuant to the contact information provided in the Settlement Agreement, or by filing them in person at the Courthouse or electronically on the New York State Court Electronic Filing

(NYSCEF) website no later than 30 days after the Claims Deadline and must clearly:

(a) state the Settlement Class Member's full name, current mailing address, and telephone number; (b) state that the objector is a member of the Settlement Class; (c) identify the specific factual and legal grounds for the objection and any evidence the Class Member wishes to introduce in support of such objection; (d) identify all counsel representing the Settlement Class Member, if any; (e) include a list, including case name, court, and docket number, of all other cases in which the Objector and/or the Objector's counsel has filed an objection to any proposed class action settlement in the past five (5) years; and (f) contain a statement regarding whether the Settlement Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing.

17. Any Settlement Class Member who does not make an objection in the time and manner provided in the Settlement Agreement and this Order shall be deemed to have waived and forfeited any and all rights they may have to object, and shall be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement unless otherwise allowed by the Court.

18. All other motions and papers in support of the Final Approval of the Settlement Agreement, including a proposed Final Approval Order shall be filed no earlier than 115 days after the Claims Deadline and no later than 21 days prior to the Final Approval Hearing scheduled by the Court.

19. A Final Approval Hearing shall be held before the Court on _____, at _____ .m., in Room ____ of the Supreme Court of the State of New York, New York County, 60 Centre Street, New York, NY 10007 where the Court will consider:

- a. Whether to finally approve the Settlement Agreement and its terms as being fair, reasonable, and adequate as to the Settlement Class and direct its effectuation according to its terms;
- b. Whether to approve the Class Counsel's fees and costs, approve the Service Awards, and approve the Plan of Allocation setting forth the order in which payments will be made;
- c. Direct that the Action against Defendants be dismissed with prejudice and that all claims therein against Defendants be dismissed with prejudice, without attorneys' fees, expenses, or costs except as provided for in the Settlement Agreement;
- d. Retain exclusive jurisdiction over the Settlement and the Settlement Agreement, including the administration and effectuation of this Settlement; and
- e. List all Settlement Class Members who have timely elected to exclude themselves from the Settlement Agreement (*i.e.*, "Opt-Outs"); and
- f. Whether a judgment and order granting final approval should be entered.

20. The Court may approve the Settlement Agreement with such modifications as may be agreed to by the Class Representatives, on behalf of themselves and the Settlement Class, and the Defendants, if appropriate, without further notice to the Settlement Class.

21. The Court directs that the following deadlines shall govern the schedule in this Action:

Notice Date shall be within 21 Days after entry	The date by which the Claims
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of the Preliminary Approval Order	Administrator shall have disseminated Notice and shall mail a Claim Form with the Notice to eligible Class Members identified by Emblem as being potentially exposed to at least one co-pay from January 1, 2022 through January 31, 2023.
Claims Deadline shall be 60 Days after the Notice Date	The date by which all Claim Forms must be postmarked, if mailed, or received electronically by the Claims Administrator.
Objection Deadline shall be 30 Days after the Claims Deadline	The date by which all objections must be postmarked, if mailed, or filed in person or electronically via NYSCEF, and received by the Court and counsel for Plaintiffs and Defendants.
Opt-Out Deadline shall be 45 Days after the Notice Date	The date by which all request(s) for exclusion/opt-out must be postmarked or received by the Claims Administrator.
Deadline for Motion for Final Approval of this Settlement Agreement shall be filed no earlier than 115 days after the Claims Deadline and no later than 21 days prior to the Final Approval Hearing scheduled by the Court.	Plaintiffs shall submit a motion for Final Approval of this Settlement Agreement to the Court that shall include a proposed Final Approval Order
Fairness/Final Approval Hearing shall be held on _____.	Location: Room ___, 60 Centre Street, New York, New York, 10007 Time: ____. At the Court's discretion, and without further notice to the Class, the hearing may be adjourned or cancelled.

22. Pending determination of whether the Settlement Agreement should be finally approved: (i) all discovery is stayed, and (ii) all pending motions, and other proceedings in the Action as between the Plaintiffs, Settlement Class and Defendants are also stayed and suspended except those related to effectuating or complying with the Settlement Agreement.

IT IS SO ORDERED.

Dated: _____

Hon. Lyle E. Frank, J.S.C

EXHIBIT D

EmblemHealth Inc. Senior Care Co-Pay Class Action

Confirmation of Payment of Co-Pays

The patient listed below is a member of a class action settlement involving the Emblem-administered portion of the medical GHI Senior Care plan. The patient may be eligible for a reimbursement of co-pay(s) they paid for eligible medical services they received during the period of January 1, 2022 through January 31, 2023.

Please complete the following information:

Medical Provider's Name: _____

Medical Provider's NPI Number: _____

Medical Provider's License Number: _____

Street Address: _____

City, State, Zip Code: _____

Phone Number: _____

Email Address: _____

Date: _____

Confirmation of co-pays paid for (Patient's Name) _____;

Patient's DOB: _____

Insurance Card Information – Member ID: _____

To Whom It May Concern:

This letter serves to certify that (Patient's Name) _____
is/was a patient of (Provider) _____.

We confirm that the patient received eligible medical services in the Emblem-administered portion of the medical GHI Senior Care plan during the period of January 1, 2022 through January 31, 2023 and has paid the co-pays.

According to our records, the patient saw the provider on the following dates and paid a total of \$_____ in co-pays.

Between January 1, 2022 and January 31, 2023, the patient saw the provider on the dates specified below, and paid the following co-pay for each date of service:

Date	Co-pay Amount Paid

(If more space is required, please attach additional sheets.)

The payments listed above have been received and processed in full. If you require further information, please contact our billing department at the number listed above.

Sincerely,

 Title: _____