

**If You Received an Artificial or Prerecorded Voice Call from Change Healthcare, under the brand My Advocate, calling on behalf of Blue Cross Blue Shield of North Carolina, You May Be Entitled to a Payment from a Class Action Settlement.**

***A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.***

- A Settlement with a \$1,670,000 cash fund has been reached in a class action lawsuit claiming that Change Healthcare Resources, LLC, under the brand My Advocate, calling on behalf of Blue Cross Blue Shield of North Carolina (“Defendants”), sent prerecorded voice messages to wireless telephone numbers without consent of the recipients in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227. Defendants deny the allegations in the lawsuit and the Court has not decided who is right.
- If you are a Settlement Class Member, your legal rights are affected whether you act or do not act. Read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	If you do nothing but have been identified in Defendants’ records and have received a mailed notice about the Settlement, you will automatically receive a payment from the Settlement Fund and will give up your right to bring your own lawsuit against Defendants about the claims in this case.  If you do nothing but have not been identified in Defendants’ records or have not received a mailed notice about the Settlement, you will not receive a payment from the Settlement Fund and will give up your right to bring your own lawsuit against Defendants about the claims in this case.
<b>MAKE A CLAIM</b>	If you have not been identified in Defendants’ records or have not received a mailed notice about the Settlement, you may make a claim to receive a payment from the Settlement Fund.  If you have been identified in Defendants’ records and have received a mailed notice about the Settlement, you will automatically receive a payment from the Settlement Fund without making a claim.
<b>EXCLUDE YOURSELF</b>	You may request to be excluded from the Settlement. If you do, you will not receive a payment from the Settlement Fund but will not give up your right to bring your own lawsuit against Defendants about the claims in this case.
<b>OBJECT</b>	Write to the Court if you do not like the Settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still must decide whether to approve the Settlement. If it does, and after any appeals are resolved, payments will be distributed as specified. Please be patient.

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## BASIC INFORMATION

### 1. Why is there a notice?

A Court authorized this notice because you have a right to know about a proposed Settlement of a class action lawsuit known as *Stark v. Blue Cross Blue Shield of North Carolina and Change Healthcare Resources, LLC*, No. 1:23-cv-00022-CCE-LPA, and about all of your options before the Court decides whether to give Final Approval to the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Catherine C. Eagles of the U.S. District Court for the Middle District of North Carolina is overseeing this case. The person who sued, Alexandra Stark, is called the “Plaintiff.” Blue Cross Blue Shield of North Carolina and Change Healthcare Resources, LLC, collectively, are called the “Defendants.”

### 2. What is this litigation about?

The lawsuit alleges that Change Healthcare Resources, LLC, under the brand My Advocate, calling on behalf of Blue Cross Blue Shield of North Carolina, made artificial or prerecorded voice calls to wireless telephone numbers without consent in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 (“TCPA”); and seeks statutory damages under the TCPA on behalf of the named Plaintiff and a class of all individuals in the United States.

Defendants deny each and every allegation of wrongdoing, liability and damages that were or could have been asserted in the litigation, and that the claims in the litigation would be appropriate for class treatment if the litigation were to proceed through trial.

The Plaintiff’s Complaint, Settlement Agreement and other case-related documents are posted on the website, [www.myadvocatesettlement.com](http://www.myadvocatesettlement.com). The Settlement resolves the lawsuit. The Court has not decided who is right.

### 3. What is the Telephone Consumer Protection Act?

The Telephone Consumer Protection Act (commonly referred to as the “TCPA”) is a federal law that restricts telephone solicitations and the use of automated telephone equipment. The Plaintiff here alleged that Change Healthcare Resources, LLC, under the brand My Advocate, calling on behalf of Blue Cross Blue Shield of North Carolina, made artificial or prerecorded voice calls to individuals without consent in violation of the TCPA.

### 4. Why is this a class action?

In a class action, one person called the “Class Representative” (in this case, Plaintiff Alexandra Stark) sues on behalf of herself and other people with similar claims.

All of the people who have claims similar to the Plaintiff’s claims are members of the Settlement Class, except for those who exclude themselves.

### 5. Why is there a settlement?

The Court has not found in favor of either Plaintiff or Defendants. Instead, both sides have agreed to a Settlement. By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Identifiable Settlement Class Members who do not opt out and other Settlement Class Members who submit valid claims will receive the Settlement’s benefits described in this notice. Defendants deny all legal claims in this case. Plaintiff and her lawyers think the proposed Settlement is best for everyone who is affected.

## WHO IS PART OF THE SETTLEMENT

### 6. Who is included in the Settlement?

The Settlement includes: all regular users or subscribers to numbers assigned to wireless carriers which Change Healthcare Resources, LLC, under the brand, My Advocate, calling on behalf of Blue Cross Blue Shield of North Carolina (“BCBSNC”), called using an artificial or prerecorded voice who were not members or subscribers of BCBSNC or that opted out of receiving calls from Change Healthcare from January 10, 2019 to July 17, 2024. These people are called the “Settlement Class” or “Settlement Class Members.”

Excluded from the Settlement Class are: (1) the Judges presiding over this action and members of their families; (2) the Defendants, Defendants’ respective subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest and its current or former officers and directors; (3) persons who properly execute and file a timely request for exclusion from the Class; and (4) the legal representatives, successors or assigns of any such excluded person(s).

### 7. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class, or have any other questions about the Settlement, (1) visit the Settlement Website at [www.myadvocatesettlement.com](http://www.myadvocatesettlement.com), (2) contact the Settlement Administrator at *Stark v. Blue Cross Blue Shield Settlement Administrator*, P.O. Box 301132, Los Angeles, CA 90030-1132, [info@myadvocatesettlement.com](mailto:info@myadvocatesettlement.com); 1-866-507-0483, or (3) contact Class Counsel at [info@kaufmanpa.com](mailto:info@kaufmanpa.com) or (305) 469-5881.

## THE SETTLEMENT BENEFITS

### 8. What does the Settlement provide?

Defendants have agreed to pay \$1,670,000 to create a cash Settlement Fund. The Settlement Fund will be used to pay all Settlement Administration Expenses and a Fee Award. The remaining funds will be distributed on a pro rata basis to (1) Identifiable Settlement Class Members who do not opt out of the Settlement and who receive a mailed notice, (2) Identifiable Settlement Class Members who do not receive a mailed notice but who timely submit a valid claim, and (3) Unidentifiable Settlement Class Members who timely submit a valid claim.

### 9. When will I receive my payment?

Payments to Settlement Class Members will be made only after the Court grants Final Approval to the Settlement and after any appeals are resolved (*see* “The Final Approval Hearing” below). If there are appeals, resolving them can take time. Please be patient. If you wish to receive the payment electronically, as opposed to by check at the address to which this notice was mailed, please visit [www.myadvocatesettlement.com](http://www.myadvocatesettlement.com) to make that election.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep the right to sue or continue to sue Defendants on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement Class.

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

To exclude yourself from the Settlement, you must send a timely letter by mail to:

*Stark v. BCBSNC*  
Settlement Administrator  
P.O. Box 301132  
Los Angeles, CA 90030-1132

Your request to be excluded from the Settlement must be personally signed by you, include your name, address, and the telephone number at which you received calls covered by the Settlement, and contain a statement that indicates your desire to be “excluded from the Stark v. Blue Cross Blue Shield Settlement Class.” Absent excluding yourself or “opting out,” you are otherwise a member of the Settlement Class.

Your exclusion request must be postmarked no later than **December 2, 2024**. You cannot ask to be excluded on the phone, by email, or on the website.

You may opt out of the Settlement Class only for yourself.

### 11. If I do not exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Defendants for the claims that the Settlement resolves. You must exclude yourself from this Settlement Class in order to pursue your own lawsuit.

### 12. What am I giving up to stay in the Settlement Class?

Unless you opt out of the Settlement, you cannot sue or be part of any other lawsuit against Defendants about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you.

The Settlement Agreement is available at [www.myadvocatesettlement.com](http://www.myadvocatesettlement.com). The Settlement Agreement provides more detail regarding the release and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Class listed in Question 14 for free or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Claims or what they mean.

### 13. If I exclude myself, can I still get a payment?

No. You will not get a payment from the Settlement Fund if you exclude yourself from the Settlement.

## THE LAWYERS REPRESENTING YOU

### 14. Do I have a lawyer in the case?

The Court has appointed the following lawyers as “Class Counsel” to represent all members of the Settlement Class.

Avi R. Kaufman KAUFMAN P.A.

Stefan Coleman LAW OFFICES OF STEFAN COLEMAN, P.A.

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

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

Class Counsel intend to request up to one-third of the value of the Settlement for attorneys’ fees, plus reimbursement of reasonable, actual out-of-pocket costs and expenses incurred in the litigation. The fees and expenses awarded by the Court will be paid out of the Settlement Fund. The Court will decide the amount of fees and expenses to award.

## OBJECTING TO THE SETTLEMENT

### 16. How do I tell the Court I do not like the Settlement?

If you are a Settlement Class Member (and do not exclude yourself from the Settlement Class), you can object to any part of the Settlement. To object, you must timely submit a letter containing a caption or title that identifies it as “Objection to Class Settlement in *Stark v. Blue Cross Blue Shield of North Carolina and Change Healthcare Resources, LLC*, No. 1:23-cv-00022-CCE-LPA,” and also containing the following information: (i) your name, address, and telephone number; (ii) the phone number(s) at which you received calls covered by this Settlement; and (iii) the factual basis and legal grounds for the objection.

If you wish to object, you must file your objection with the Court (using the Court’s electronic filing system or in any manner in which the Court accepts filings) or mail it to the Clerk’s Office of the United States District Court for the Middle District of North Carolina, L. Richardson Preyer Courthouse, 324 W. Market Street, Greensboro, NC 27401-2544, by no later than the December 2, 2024. Settlement Class Members may object either on their own or through an attorney hired at their own expense.

### 17. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

## THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses (“Final Approval Hearing”).

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

The Court has scheduled a Final Approval Hearing on December 16, 2024, at 9:30 a.m., in Courtroom 3 at the following address: US District Court L. Richardson Preyer Courthouse, 324 W. Market Street, Greensboro, NC 27401-2544. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.myadvocatesettlement.com](http://www.myadvocatesettlement.com) for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for attorneys’ fees, costs, and expenses. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

### 19. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, to the proper addresses, and it complies with all the other requirements set forth above, the Court will consider it. You also may pay your own lawyer to attend the hearing, but it is not necessary.

### 20. 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 submit a timely objection and include a statement of whether you intend to appear at the Final Approval Hearing. You cannot speak at the hearing if you exclude yourself from the Settlement.

## IF YOU DO NOTHING

### 21. What happens if I do nothing at all?

If you do nothing but have been identified in Defendants' records and have received a mailed notice about the Settlement, you will automatically receive a payment from the Settlement Fund and will give up your right to bring your own lawsuit against Defendants about the claims in this case. If you do nothing but have not been identified in Defendants' records or have not received a mailed notice about the Settlement, you will not receive a payment from the Settlement Fund and will give up your right to bring your own lawsuit against Defendants about the claims in this case.

## GETTING MORE INFORMATION

### 22. How do I get more information?

This notice summarizes the proposed Settlement. You are urged to review more details in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at [www.myadvocatesettlement.com](http://www.myadvocatesettlement.com). If you have any questions, you also may contact the *Stark v. BCBSNC* Settlement Administrator, P.O. Box 301132, Los Angeles, CA 90030-1132, [info@myadvocatesettlement.com](mailto:info@myadvocatesettlement.com); 1-866-507-0483, email address, or telephone number, or contact Class Counsel at [info@kaufmanpa.com](mailto:info@kaufmanpa.com) or (305) 469-5881.