

IN THE SUPERIOR COURT OF COBB COUNTY
 STATE OF GEORGIA

FRANCES KIRBY, AUDREY)
 LOGAN, DIOLI AZOFEIFA, JOHN)
 DAVID MARKS, WANDA SILVA,)
 TONYA BEACH, and DAVID)
 FROHMAN, individually and on)
 behalf of all others similarly situated,)

Plaintiffs,)

v.)

BLUE CROSS BLUE SHIELD)
 HEALTHCARE PLAN OF)
 GEORGIA, INC. D/B/A ANTHEM)
 BLUE CROSS AND BLUE SHIELD)
 AND AS SUCCESSOR IN)
 INTEREST TO BLUE CROSS AND)
 BLUE SHIELD OF GEORGIA, INC.)

Defendant.)

Civil Action No.: 19-1-02689-53

**ORDER AND FINAL JUDGMENT APPROVING SETTLEMENT
AND DISMISSING CASE WITH PREJUDICE**

This case is now before the Court to consider (1) the fairness, reasonableness and adequacy of the proposed settlement of this case (“Settlement”) and whether it should be finally approved, including the dismissal of all claims that were or which could have been asserted in this action or in an individual action against Defendant, Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. d/b/a Anthem Blue Cross and Blue Shield and as successor in interest to Blue Cross and Blue Shield of



Georgia, Inc. (“BCBS-GA” or “Defendant”), with prejudice, and (2) the unopposed application for an award of attorneys’ fees and expenses and class representatives’ service awards, filed by Jason R. Doss with The Doss Firm, LLC and Jason Kellogg of Levine, Kellogg, Lehman, Schneider + Grossman. (“Class Counsel”).

On October 8, 2025, Class Counsel filed an unopposed motion for preliminary approval of the settlement of this class action. After consideration and review of (1) the Settlement Agreement dated September 16, 2025 (“Agreement”), executed by Plaintiffs, Frances Kirby, Audrey Logan, Dioli Azofeifa, John David Marks, Wanda Silva, Tonya Beach and David Frohman, individually and on behalf of all other similarly situated (collectively, “Plaintiffs”), as representatives of the Settlement Class (as defined in the Agreement and collectively, “Settlement Class”) and by Defendant BCBS-GA, (2) the exhibits thereto, and (3) the motion for preliminary approval of the Settlement, the Court, upon due consideration, entered an Order Preliminarily Approving Settlement and Providing for Notice in this class action on October 16, 2025 (the “Preliminary Approval Order”).

In its Preliminary Approval Order, the Court found that the Settlement should be preliminarily approved pending notice to Class Members (as defined in the Agreement) and subject to final determination by the Court as to the fairness, reasonableness and adequacy of the Settlement.



Pursuant to O.C.G.A. § 9-11-23, a final fairness hearing was held before Special Master Thomas Cauthorn on March 20, 2026, in Cobb Superior Court Courtroom 7200 at the Cobb County Courthouse.

Having considered the pleadings and the evidence, as well as the parties' stipulation to entry of this Order and Final Judgment, and having concluded that the complaint in this case confers upon this Court jurisdiction to adjudicate the issues raised and to provide relief,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that judgment be entered as follows:

I. BACKGROUND

This class action lawsuit was filed on April 12, 2019, by Plaintiffs on behalf of themselves and others similarly situated who purchased Pathway individual, family or small group health benefit plans (collectively, the "Pathway Plans") insured and administered by BCBS-GA.

Plaintiffs allege that BCBS-GA (i) misrepresented the scope of its healthcare provider network to consumers who purchased an individual or family Pathway health insurance plan from BCBS-GA beginning in the November 2015 open enrollment period for the 2016 plan year; and (ii) improperly required Pathway members to obtain a referral from a primary care physician in order to see a specialist for the 2019 plan year.



As a compromise of these and other claims, and after extensive negotiations, including exchanging documents and information and engaging the assistance of a mediator, on September 16, 2025, the parties executed the Settlement Agreement. As set forth above, on October 16, 2025, the Court preliminarily approved the Settlement.

BCBS-GA has disputed, and continues to dispute, Plaintiffs' claims in the case both as to the facts and the law, and BCBS-GA has denied, and continues to deny, any liability to Plaintiffs or any member of the Settlement Class. However, BCBS-GA has agreed to settle the case to avoid the further expense, inconvenience, and distraction of protracted litigation, and to obtain the releases, orders, and judgments contemplated by the Agreement so as to settle and put to rest totally and finally the matters raised in the course of this case.

After conducting substantial discovery, investigation and negotiations before a neutral acceptable to all parties and considering the benefits of the Settlement and the risks of litigation, Plaintiffs and Class Counsel agree that the Settlement is fair, reasonable, and adequate with respect to the interests of Plaintiffs and the Settlement Class and should be approved by the Court pursuant to O.C.G.A. § 9-11-23.



II. PRELIMINARY APPROVAL

On October 16, 2025, the Court entered its *Order Preliminarily Approving Settlement and Providing for Notice* that preliminarily approved the Settlement; certified the Settlement Class; appointed Plaintiffs as Class Representatives, appointed Class Counsel and required an application for fees and incentive payments to be filed; approved the Notice of Class Action Settlement Hearing (“Notice”) and Claim Form; established processes for notice, claims, requests for exclusions, and set a hearing date to consider the final approval of the Settlement for the class. [Filing No. 191026989]

In its Preliminary Approval Order, the Court, among other things, certified a Settlement Class pursuant to O.C.G.A. § 9-11-23, defined as follows:

All Georgia residents who at any time were enrolled in an individual, family or small group Pathway health insurance plan issued by BCBS-GA (“Pathway Plan”) effective during any period from January 1, 2016 to December 31, 2022 (the “Settlement Class Members” or “Settlement Class”).

Excluded from the Settlement Class are (i) any judicial officer presiding over the Lawsuit and the members of his/her immediate family and judicial staff; (ii) BCBS-GA’s counsel in this Lawsuit, their employees, and their immediate family; (iii) Class Counsel, their employees, and their immediate family; and (iv) any person who validly opts-out of the Settlement Class.



The Court appointed, for the purpose of the administration of the Settlement, Plaintiffs, Frances Kirby, Audrey Logan, Dioli Azofeifa, John David Marks, Wanda Silva, Tonya Beach and David Frohman, as Class Representatives and the following counsel as Class Counsel: Jason R. Doss with The Doss Firm, LLC and Jason Kellogg of Levine, Kellogg, Lehman, Schneider + Grossman.

The Court approved both the proposed Settlement Class Notice and the Claim Form (attached to the Agreement as Exhibits “B” and “C” respectively) and the manner of mailing and distribution of the Class Notice and Claim Form, as set forth in in the Agreement as the best notice that is practicable under the circumstances. The form of the Class Notice and the manner in which it is given comply with O.C.G.A. § 9-11-23(e) and the requirements of due process.

III. FINAL APPROVAL OF SETTLEMENT

The Court has reviewed the terms of the Settlement and finds that the Settlement is fair, reasonable and adequate under the circumstances of this case and in the best interests of the Settlement Class. Accordingly, the Settlement is approved. In evaluating the proposed Settlement, the Court considered a variety of factors and makes the following findings:

1. The named Plaintiffs are adequate representatives of the Settlement Class, and treatment of this action as a class action for settlement purposes, with the



Settlement Class as defined above, is appropriate, proper and satisfies the criteria set forth in O.C.G.A. § 9-11-23(a) and (b);

2. The form of notice and manner in which notice was given were the best practicable under the circumstances and satisfied O.C.G.A. § 9-11-23(e) and the requirements of due process;

3. More than adequate discovery and/or mediation-related exchange of information has been conducted in this case for the purpose of determining the reasonableness of the Settlement;

4. The terms of the Settlement provide substantial and direct benefits to the Settlement Class;

5. Class Counsel are experienced trial practitioners with substantial experience in class action litigation and recommend approval of the Settlement;

6. The future expense and likely duration of the litigation, and its uncertainty of outcome, support approval of the Settlement;

7. No objections to approval of the Settlement were filed and only two individuals requested to be excluded from the Settlement Class;

8. The procedures for providing notice of the Settlement and for handling claims set forth in the Preliminary Approval Order have been complied with; and

9. Nothing indicates an absence of good faith or independence between Plaintiffs and BCBS-GA regarding the Settlement. The Settlement terms were the



product of extended, arms-length negotiations by well-qualified counsel for all parties after lengthy discovery and motions before the Court.

IV. APPLICABILITY

1. This Order and Final Judgment grants final approval to the Settlement and Agreement. The filing of this Order and Final Judgment constitutes Final Approval as defined in the Agreement.

2. The Court allows the Action, for the purposes of this Settlement only, to continue as a class action on behalf of the Settlement Class;

3. The Court finds that the Class Notice, and the method of its distribution, constitutes the best notice that is practicable under the circumstances;

4. The Court finds that there were zero objections to the Settlement;

5. The Court allows the two requests for exclusion from the Settlement Class;

6. The Court permanently bars and enjoins Plaintiffs and all Settlement Class Members, from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any action asserting any Released Claims against any of the Released Parties;

7. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement, is or may be deemed to be or may be used as an admission of, or evidence of, (a) the validity of any Released Claims, (b)



any wrongdoing or liability of BCBS-GA or any other Released Party, or (c) any fault or omission of BCBS-GA or any other Released Party in any proceeding in any court, administrative agency, arbitral forum, or other tribunal.

8. The Court finds that Class Counsel is entitled to an award of reasonable attorneys' fees and the reimbursement of costs incurred in connection with the prosecution of this action. The Court further finds that Three Million, Three Hundred Thousand and 00/100 (\$3,300,000.00) is a reasonable award of fees and costs incurred by Class Counsel.

BCBS-GA does not oppose Class Counsel's application for fees and expenses up to the amount of \$3,300,000.00 amount and shall pay that amount in fees and expenses as part of the Settlement Amount as set forth in the Agreement. Said payment shall be in full and complete satisfaction of all claims for attorneys' fees, costs and expenses against BCBS-GA arising out of or in connection with this litigation and shall fully and finally release BCBS-GA from any and all claims for attorneys' fees, costs, and expenses that were or that could have been asserted in this litigation or in an individual action by the Plaintiffs, members of the Settlement Class, Class Counsel, and any attorney or law firm having made an appearance in this case, including the heirs, administrators, executors, attorneys and assigns of the foregoing.



The Court also finds that the service awards for the Class Representatives are reasonable and are unopposed by BCBS-GA up to the amount of \$75,000. Therefore, BCBS-GA shall pay Class Representatives Plaintiffs, Frances Kirby, Audrey Logan, Dioli Azofeifa, John David Marks, Wanda Silva, Tonya Beach and David Frohman, collectively, (\$75,000) as part of the Settlement Amount as set forth in the Agreement. Except as here expressly ordered, each of the parties shall bear his, her or its own fees, costs and expenses.

9. Jurisdiction is retained by this Court only for the purpose of enabling any party to this Order and Final Judgment to apply to the Court at any time for such further orders and directions as may be necessary and appropriate for the carrying out of this Order and Final Judgment. In all other respects, this case is dismissed with prejudice.

The Clerk is ordered to enter this final judgment forthwith.

In the event that this Order and Final Judgment is not otherwise final and appealable, the Court finds and directs that there is no just reason for delaying enforcement or appeal, and final judgment should be entered.

RECOMMENDED FOR APPROVAL in Marietta, Georgia, this 20th day of March, 2026.


T.E. CAUTHORN
SPECIAL MASTER

DONE AND ORDERED in Marietta, Georgia, this 23 day of March, 2026.



HON. ROBERT LEONARD
SUPERIOR COURT JUDGE



CERTIFICATE OF SERVICE

This is to certify that I have this day served all interested parties in the within and foregoing matter by depositing a copy of the **order** dated the 23 day of March, 2026, in the regular United States Mail in the properly addressed envelopes with adequate postage thereon addressed as follows or via email through PeachCourt to counsel of record:

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This 23 day of March, 2026.



Mimi Scaljon, Esq.
Staff Attorney to
Judge Robert D. Leonard II