

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

---

|  |   |                  |
|--|---|------------------|
| ISABELLA BRISTOW, on behalf of herself<br>and others similarly situated, | : |                  |
|  | : |                  |
|  | : | 2:22-cv-00235-WB |
| Plaintiff,   | : |                  |
|  | : |                  |
| v.   | : |                  |
|  | : |                  |
| AMERIHEALTH CARITAS,   | : |                  |
|  | : |                  |
| Defendant.   | : |                  |
|  | : |                  |

---

**STIPULATION AND ORDER**

Isabella Bristow (“Plaintiff”) and AmeriHealth Caritas (“Defendant”) stipulate as follows:

1. The Fair Labor Standards Act provides that “[a]n action . . . may be maintained against an employer. . . by any one or more employees for and in behalf of himself or themselves and other employees similarly situated.” 29 U.S.C. § 216(b). In appropriate cases, the United States Supreme Court has supported the use of conditionally certified collective actions through notice to putative class members who may be similarly situated to the named plaintiff in a lawsuit. *See Hoffman-La Roche Inc. v. Sperling*, 493 U.S. 165, 169 (1989). The FLSA does not define the term “similarly situated.”

2. In light of the standard for conditional certification under Section 216(b) of the FLSA, to preserve the Court’s and the Parties’ resources, and in the interest of judicial economy, the Parties agree to stipulate to conditional certification solely for the purpose of sending court-authorized notice (the “Notice”) of the lawsuit to putative members of the FLSA collective action. The FLSA collective includes: **All individuals employed by Defendant as CHC Service Coordinators during any time three years prior to the date of Notice.** Individuals

falling within this definition other than Plaintiff and the 8 individuals who already have joined this action<sup>1</sup> are referred to as “Putative Collective Members.” Notice will be issued to all Putative Collective Members per paragraph 5 *infra*. Putative Collective Members who join the action by the deadline described in paragraph 6 *infra*, in combination with the individuals listed in footnote 1 *supra*, are referred to as “Opt-In Plaintiffs.” By agreeing to this Stipulation, Defendant does not admit any wrongdoing or the propriety of this case proceeding as an FLSA collective action, and specifically denies that it engaged in any wrongdoing and maintains that decertification will be warranted at the appropriate time. Defendant reserves the right to assert all available defenses, including any challenges to the applicable limitations period.

3. As to the “second step” of conditional certification, Defendant reserves the right to move to decertify the collective or otherwise argue that collective litigation is wholly or partially inappropriate, including because the Opt-In Plaintiffs are not “similarly situated” with respect to the claims they assert. The Parties agree that nothing in this Stipulation shall prejudice AmeriHealth Caritas’s rights to later argue that Plaintiff and any Opt-In Plaintiffs are not similarly-situated within the meaning of 29 U.S.C. § 216(b), that the conditionally-certified collective should be decertified, or to contest Plaintiff’s suitability to serve as a representative on behalf of any FLSA collective in this matter. Plaintiff agrees that AmeriHealth Caritas, by joining in this stipulation, has not waived any such arguments and that Plaintiff will not argue that AmeriHealth Caritas has waived or should otherwise be prevented from making such arguments. AmeriHealth Caritas reserves the right to make these arguments at the appropriate times in the future.

---

<sup>1</sup> These individuals include: Javenna Avery, Robin Holts, Jasmine Moore, June Morrison, Rosezina Moy, Trenise Palmer, Yolanda Sample, and Deneen Wilson.

4. Neither Plaintiff nor any Opt-In Plaintiff will pursue the Pennsylvania Minimum Wage Act (“PMWA”) claim asserted in the Complaint or any other future state law claims in this action as a class action claim under Federal Rule of Civil Procedure 23. However, Plaintiff and the Opt-In Plaintiffs will pursue individual PMWA claims in this litigation, to the extent that they are able to maintain such an individual claim<sup>2</sup>, by virtue of opting into the lawsuit, and the limitations period applicable to such individual PMWA claims will be tolled as of the date of this Stipulation.<sup>3</sup> Defendant preserves all defenses with respect to the PMWA, including the non-applicability of the PMWA to some or all of the Opt-In Plaintiffs.

5. The Parties have agreed to the following notice process and schedule:

6. Within 14 calendar days of the Court’s entry of this Order, Defendant will provide to a third-party administrator (“TPA”), agreed upon by the Parties, an Excel spreadsheet listing the name and last known address of each Putative Collective Member.

7. AmeriHealth Caritas shall pay the costs of the TPA. Within 21 calendar days of the Court’s entry of this Order, the TPA will mail to all Putative Collective Members finalized copies of the attached “Notice of Collective Action Lawsuit” form and “Consent to Become

---

<sup>2</sup> The Parties agree that Opt-In Plaintiffs based in New Jersey and for whom the PMWA is not applicable will pursue individual claims for overtime compensation under the New Jersey Wage and Hour Law (“NJWHL”), to the extent they are able to maintain such an individual claim, by virtue of opting in to the lawsuit, and the limitations period applicable to such individual NJWHL claims will be tolled as of the date they opt in. Defendant preserves all defenses with respect to the NJWHL, including the non-applicability of the NJWHL to some or all the Opt-In Plaintiffs.

<sup>3</sup> The Parties agree that the statute of limitations applicable to Plaintiff’s individual PMWA claim was tolled as of September 21, 2021 with the filing of the Complaint. The Parties further agree that the individual PMWA claims of the individuals identified in footnote 1 above were tolled as of the date they joined this action. Plaintiff further reserves the right to argue that the PMWA claims of all Opt-In Plaintiffs were tolled with the filing of this lawsuit on September 21, 2021.

Party Plaintiff” form (“Consent Form”), and a postage-paid return envelope addressed to Plaintiff’s Counsel (together the “Notice Package”).

8. The outgoing Notice Packages will be mailed by the TPA in a standard business-sized envelope pre-printed with only the name and/or logo and address of the TPA, to which will be added the name and mailing address of the intended recipient, along with the following language: “Court-Authorized Notice.”

9. If any Notice Package is returned as undeliverable, the TPA will make reasonable efforts to update the address information and re-send the Notice Package. For any mailed Notice Package returned as undeliverable for which no forwarding address is available, or which is returned as undeliverable after mailing to an available forwarding address, the TPA shall notify Plaintiff and Defendant within two (2) business days after the re-mailing was returned as undeliverable. Within two (2) business days after receiving said notice, Defendant shall provide to the TPA the last known personal email address of the Putative Collective Member in question, if any, maintained in Defendant’s records. Within two (2) business days after receiving the email address, if any, the TPA will send by email an electronic copy of the Notice Package in .PDF format to the Putative Collective Member. The subject line of the TPA’s email shall state “Court-Authorized Notice” and the body of the email shall state only “Please see the attached Court-Authorized Notice.”

10. If any Putative Collective Member contacts the TPA during the 35-day Opt-In Period to indicate they lost or need a replacement Notice and Opt-In Consent to Join Form, the TPA may resend to the Putative Collective Member the Notice and Opt-In Consent Form. The TPA will only provide a Notice and Opt-In Consent Form to individuals who are on the Putative Collective Member list described above.

11. In order to participate in this action, a Putative Collective Member must complete their Consent Form and return it to Plaintiffs' Counsel in an envelope postmarked on or before the deadline indicated in the Notice Package, which will be set at 35 calendar days after the initial mailing date. Plaintiff Consent Forms that are post-marked during the Opt-In Period will be considered timely for purposes of being returned during the Opt-In Period, but this Opt-In Period is not a tolling agreement and has no impact on the limitations period in which each Putative Collective Member must file their Plaintiff Consent Form.

12. Plaintiffs' counsel will file any completed Consent Forms with the Court within three business days of receipt. Plaintiff Consent Forms must contain the Putative Collective Member's signature (handwritten, typed, or electronically signed) and legible signature and/or printed name to be considered sufficient for the individual to opt in to the lawsuit.

13. On or before the date falling 70 calendar days after the entry of this Order, the parties will provide the Court with a proposed schedule for the remainder of this litigation.

14. The Court will schedule a status conference to occur within 84 days following entry of this Order, or as soon as practical thereafter, to discuss the Parties' proposed schedule for the remainder of this litigation.

15. All Discovery, including but not limited to disclosures made pursuant to Fed. R. Civ. Pro. 26(a), is **STAYED** pending the completion of the above-described notice and opt-in process.

16. The Parties agree that this stipulation is entered into for reasons that are specific to this case, and that this stipulation shall not be construed as an indication that conditional certification is appropriate in any other lawsuit.

**AGREED** this 11 day of March 2022.

FOR PLAINTIFF:

/s/ Michael Groh

Michael Murphy  
Michael Groh  
Murphy Law Group, LLC  
Eight Penn Center, Suite 2000  
1628 JFK Boulevard  
Philadelphia, PA 19103  
(267) 273-1054

Pete Winebrake  
R. Andrew Santillo  
Mark J. Gottesfeld  
Michelle Tolodziecki  
Winebrake & Santillo, LLC  
715 Twining Road, Suite 211  
Dresher, PA 19025  
(215) 884-2491

FOR DEFENDANT:



Michael J. Puma  
Jeffrey Becker  
1701 Market Street  
Philadelphia, PA 19103  
(215) 963-5000

Lauren E. Marzullo (*pro hac vice* forthcoming)  
One Oxford Centre, 32nd Fl.  
Pittsburgh, PA 15219  
(412) 560-7407

**SO ORDERED** this 11<sup>th</sup> day of March 2022.

**BY THE COURT:**

/s/Wendy Beetlestone, J.

---

Wendy Beetlestone  
Judge, United States District Court

[insert mailing date]

**NOTICE OF COLLECTIVE ACTION LAWSUIT**

*Bristow v. AmeriHealth Caritas, 2:22-cv-00235-WB*  
United States District Court, Eastern District of Pennsylvania

**PLEASE READ THIS NOTICE CAREFULLY**

**INTRODUCTION**

This Notice informs you of a collective action lawsuit seeking alleged unpaid overtime wages under the federal Fair Labor Standards Act on behalf of salaried CHC Service Coordinators who worked for AmeriHealth Caritas, LLC (“AmeriHealth Caritas”).

This Notice further informs you of how your rights may be affected by this lawsuit and instructs you on the procedure for participating in this lawsuit.

You have a right to participate in the lawsuit because AmeriHealth Caritas’ records indicate you worked as a salaried CHC Service Coordinator during the time period covered by the lawsuit. As detailed below, it is your choice whether or not to participate in this lawsuit.

**DESCRIPTION OF THE LAWSUIT**

In September 2021, a CHC Service Coordinator named Isabella Bristow (“Plaintiff”) initiated this lawsuit, which is now proceeding in the United States District Court in Philadelphia, PA and is assigned to Judge Wendy Beetlestone.

The lawsuit alleges that, under federal and state wage laws, CHC Service Coordinators were not properly classified as exempt from overtime compensation and should have received overtime pay when they worked over 40 hours in a week. The lawsuit seeks the recovery of alleged unpaid overtime wages, liquidated damages, attorney’s fees and costs.

AmeriHealth Caritas denies the allegations in the lawsuit and maintains that CHC Service Coordinators were properly paid in accordance with federal and state law. AmeriHealth Caritas maintains that, under governing law, CHC Service Coordinators are properly classified as “exempt” employees who are not eligible for overtime pay. If the Court determines CHC Service Coordinators who currently work for AmeriHealth Caritas have been misclassified, AmeriHealth Caritas may be required to begin paying them overtime compensation and to track all hours they work.

The lawsuit is in its early stages. The Federal Court has not decided who will win and has not made any rulings on the merits of Plaintiff’s claims or AmeriHealth Caritas’s defenses.

Individuals employed by AmeriHealth Caritas during any time from [three years prior to the notice mailing date] to the present as CHC Service Coordinators and who believe they worked more than 40 hours in any week during this period for which they were not properly compensated are eligible to join the lawsuit. According to AmeriHealth Caritas’s records, you were employed as a CHC Service Coordinator during this period.

### **HOW TO JOIN THE LAWSUIT**

You can join the lawsuit by completing the enclosed “Consent to Become Party Plaintiff” form and returning it in the enclosed envelope to the following address:

WINEBRAKE & SANTILLO, LLC  
715 Twining Road, Suite 211  
Dresher, PA 19025  
Email: mtolodziecki@winebrakelaw.com

Your return envelope must be postmarked by ***[insert date falling 35 days after the mailing date]***. If you fail to meet this deadline, you will not be allowed to participate in the lawsuit. It is entirely your decision whether or not to join this lawsuit. This notice does not mean that the Court has made any determination that you have a valid claim or that you are entitled to any monetary recovery.

If you do not wish to be part of the lawsuit, do not return the enclosed form. If you do not join the lawsuit, you will not be part of the case in any way and you will not be bound by or affected by the result. Your decision not to join this case will not affect your right to bring an individual case on your own at a future time,

### **EFFECT OF JOINING THE LAWSUIT**

If you join the lawsuit, you will be bound by the judgment of the Federal Court on all issues, including the reasonableness of any settlement. If Plaintiff wins, individuals who join the lawsuit may be eligible for a money payment. If AmeriHealth Caritas wins, individuals who join the lawsuit will be entitled to nothing, and will be barred from relitigating the same claims.

If you join the lawsuit, you may be required to participate in the “discovery” process by, for example, gathering and producing documents, answering written questions under oath, and, possibly, sitting for a deposition, and then potentially testifying at trial. The law firms described below will represent you throughout the lawsuit.

### **RETALIATION PROHIBITED**

If you join the lawsuit, federal law prohibits AmeriHealth from retaliating against you as a result of your participation.

### **EFFECT OF NOT JOINING THE LAWSUIT**

If you do not join the lawsuit, you will not be affected by any judgment or settlement resulting from the lawsuit, whether it is favorable or unfavorable.

### **YOUR LEGAL REPRESENTATION IF YOU JOIN**

If you join the lawsuit, you will be jointly represented by the following two law firms: (i) Winebrake & Santillo, LLC, 715 Twining Road, Suite 211, Dresher, PA 19025; Ph: (215) 884-249; website: [www.winebrakelaw.com](http://www.winebrakelaw.com); and (ii) Murphy Law Group, LLC, Eight Penn Center, Suite 2000, 1628 JFK Boulevard, Philadelphia, PA 19103; Ph.: (267) 273-1054; Website: [www.phillyemploymentlawyer.com](http://www.phillyemploymentlawyer.com).



You are not required to pay any fees to these law firms. The firms have taken this case on a “contingency” basis. If the lawsuit is unsuccessful, the firms will receive nothing. If the lawsuit results in a recovery, the firms will ask the Judge to award legal fees separate and apart from your individual recovery.

Please call either of the above law firms if you have any questions or desire any additional information about the lawsuit. If you call, ask to speak with a lawyer about the “AmeriHealth Caritas Overtime Lawsuit.”

**THIS NOTICE HAS BEEN AUTHORIZED BY UNITED STATES DISTRICT JUDGE WENDY BEETLESTONE. THE COURT HAS TAKEN NO POSITION REGARDING THE LAWSUIT'S MERITS. PLEASE DO NOT CONTACT THE COURT, THE COURT'S CLERK, OR THE JUDGE. THEY ARE NOT PERMITTED TO ADDRESS YOUR INQUIRIES OR QUESTIONS.**

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

|  |            |   |                  |
|--|------------|---|------------------|
| _____                                  |            | : |                  |
| ISABELLA BRISTOW, on behalf of herself |            | : |                  |
| and others similarly situated,         |            | : |                  |
|  | Plaintiff, | : | 2:22-cv-00235-WB |
| v.                                     |            | : |                  |
|  |            | : |                  |
| AMERIHEALTH CARITAS,                   |            | : |                  |
|  | Defendant. | : |                  |
| _____                                  |            | : |                  |

**CONSENT TO BECOME PARTY PLAINTIFF**

I have read the accompanying form entitled “NOTICE OF COLLECTIVE ACTION LAWSUIT” and consent to become a party plaintiff in this action. I agree to be represented by Winebrake & Santillo, LLC (Dresher, PA) and Murphy Law Group, LLC (Philadelphia, PA). I understand that I will be bound by the judgment of the Court on all issues in this action, including the fairness of any settlement which may or may not be reached.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print Neatly)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

**Return by [postmark date] to:** WINEBRAKE & SANTILLO, LLC  
715 Twining Road, Suite 211  
Dresher, PA 19025  
Fax: (215) 884-2492  
mtolodziecki@winebrakelaw.com